

Richard J. Ericsson  
MEMBER

NEW YORK

DELAWARE

Reply to New Jersey Office  
WRITER'S DIRECT LINE: 201-525-6346  
WRITER'S DIRECT FAX: 201-678-6346  
WRITER'S E-MAIL: RERICSSON@COLESCHOTZ.COM

MARYLAND

TEXAS

October 4, 2013

**Via FedEx**

William J. Hengemihle  
Senior Managing Director  
FTI Consulting  
1255 Drummers Lane, Suite 320  
Wayne, PA 19087

Re: **Lower Passaic River Study Area - Cooperating Parties Group**  
Request to EPA to Name Additional PRPs for the LPRSA  
American Modern Metals Corp. Site, Kearny, New Jersey (the  
"AMMCo Site" or the "Site")

Dear William:

Thank you for your continuing assistance in this matter. This letter follows up on our June 26, 2012 correspondence to you (copy attached for your convenience), as well as our more recent conversations regarding this matter on behalf of our clients, GHC in Liquidation, the Estate of Sol Goldman, the Estate of Irving Goldman, and DiLorenzo Properties Company (collectively, "GHC").

We understand that EPA has requested additional information regarding Michael Palin and his related business entities (collectively, "Palin"), including information to support our clients' position that Palin was an operator and *de facto* owner of the AMMCo Site and therefore should be named as a potentially responsible party with respect to the Site.

As detailed in our June 26, 2012 letter, GHIC purchased the AMMCo Site in 1959 through a nominee entity named York Associates, and almost immediately thereafter entered into a 50-year triple-net lease (the "Lease") with a master tenant (sublandlord), Elite Industrial Park, Inc. ("Elite"), a closely held corporation controlled by Michael Palin. In 1974, Elite assigned its interest in the Lease to an affiliated entity, E&P Enterprises Co. ("E&P," now known as "Palin Enterprises"), a general partnership owned by Michael Palin

William J. Hengemihle  
October 4, 2013  
Page 2

and his father-in-law and managed by Mr. Palin. In 1980, E&P transferred the Lease to an unrelated party, Airlite Aluminum Corp.

The evidence shows that for a period of twenty-one years (from 1959-1980), Elite and its successor, E&P, were the operators and *de facto* owners of the Site, managing the Site and subleasing the Site to various industrial tenants. As detailed below, Elite and E&P exercised full authority and control over the Site, leased the Site to subtenants, monitored the subtenants' activities, inspected the Site, and repaired and maintained the Site. Elite and E&P maintained a daily presence at the Site, and Michael Palin (the President of Elite and the managing partner of E&P) personally oversaw the operations at the Site.

Responses to EPA's specific inquiries are set forth below.<sup>1</sup>

**1) Status of GHC in Liquidation et al. v. Michael Palin et al. (Hudson County Superior Court, Docket No. L-6067-11) ("GHC/Palin Litigation")**

The case is now in discovery. The Discovery End Date has been set for January 31, 2014.<sup>2</sup>

**2) The legal relationship between Elite Industrial Park, Inc. and E&P Enterprises Co. (now known as Palin Enterprises)**

Elite and E&P (now known as Palin Enterprises) are closely intertwined, with continuity of ownership and management among both entities. Specifically, the legal relationship between Elite and E&P/Palin Enterprises is as follows:

- Elite was a New Jersey corporation, the shares of which were owned by Benjamin Okin (2/3) and Michael Palin (1/3).<sup>3</sup> Michael Palin was the President of Elite.<sup>4</sup>

---

<sup>1</sup> The information provided here is based primarily on discovery obtained in the GHC/Palin Litigation to date, as well as our own independent research. As discovery in the GHC/Palin Litigation is not complete, we reserve the right to supplement or amend our responses as additional information becomes available.

<sup>2</sup> Fourth Amended Case Management Order dated July 31, 2013, attached as **Exhibit "A"**.

<sup>3</sup> Responses of Defendants Michael Palin et al. to Plaintiffs Interrogatories dated June 4, 2012, at 14 (referred to herein as "Palin Interrogatory Responses," attached as **Exhibit "B"**).

<sup>4</sup> Deposition of Michael Palin dated May 9, 2011, in NJDEP v. Occidental Chemical Corp. et al., (Essex County Superior Court, Docket No. L-009868-05) (referred to herein as "Palin Deposition", attached as **Exhibit "C"**), at 8-9.

William J. Hengemihle  
October 4, 2013  
Page 3

---

Benjamin Okin, who was Michael Palin's uncle, provided the financing for the corporation.<sup>5</sup>

- E&P was a general partnership formed on or about November 10, 1970 and owned 50-50 by Michael Palin and his father-in-law, Jack Entratter.<sup>6</sup>
- After Mr. Entratter's death in March 1971, Michael Palin assigned a 2-1/2% interest in E&P to each of three trusts established for the benefit of his children. On November 17, 1971, Mr. Palin purchased Mr. Entratter's partnership interest in E&P.<sup>7</sup>
- After Mr. Okin's death in 1971, Michael Palin purchased Mr. Okin's 2/3 share of Elite (so he then owned 100% of Elite).<sup>8</sup>
- In or about February 1971, the Elite stock was transferred to E&P.<sup>9</sup>
- Elite transferred its leasehold interest in the Site to E&P on December 17, 1974.<sup>10</sup> The Lease was the sole asset of Elite.<sup>11</sup>
- Elite dissolved in 1976.<sup>12</sup>

---

<sup>5</sup> Palin Deposition, at 9 and 53.

<sup>6</sup> Partnership Agreement of E&P Enterprises Co. dated November 10, 1970 (referred to herein as "E&P Partnership Agreement," attached as **Exhibit "D"**), Section 7. See also Palin Interrogatory Responses, at 15.

<sup>7</sup> Amendment to Partnership Agreement of E. & P. Enterprises Co. dated as of January 19, 1972, at 1 (2<sup>nd</sup> "Whereas" clause) (referred to herein as "First Amendment to Partnership Agreement," attached as **Exhibit "E"**).

<sup>8</sup> Palin Deposition, at 53.

<sup>9</sup> Palin Interrogatory Responses, at 20.

<sup>10</sup> Assignment of Lease from Elite Industrial Park, Inc. to E&P Enterprises Co. dated December 17, 1974 (**Exhibit "F"** attached).

<sup>11</sup> Palin Interrogatory Responses, at 20.

<sup>12</sup> *Id.*

William J. Hengemihle

October 4, 2013

Page 4

- 
- E&P changed its name to Palin Enterprises on or about August 27, 1987.<sup>13</sup>
  - We understand, based on information available to us at this time, that through a series of assignments and a 1998 amendment to the partnership agreement, the partnership interests in Palin Enterprises were reallocated such that the partnership is currently owned by three general partners: Michael Palin (91.424%); Palin Enterprises 2, L.P. (7.576%); and PE Realty Corp. (1.000%). Management of the partnership is vested in PE Realty Corp. Michael Palin is the President of PE Realty Corp.<sup>14</sup> The 1998 amendment to the partnership agreement expressly stated that with the exception of the amendments stated therein, the partners agreed “to continue” the partnership (formerly known as E&P) and agreed “to continue” to conduct the partnership’s business under the name of Palin Enterprises.<sup>15</sup>

### 3) Status of Palin Enterprises

Palin Enterprises remains a viable entity. In their June 4, 2012 interrogatory responses, the Palin defendants assert that Palin Enterprises “files a consolidated tax return and currently maintains offices at 235 Park Avenue South, New York, New York.”<sup>16</sup>

Our investigation into the financial status of Michael Palin and Palin Enterprises indicates that both Mr. Palin (individually) and Palin Enterprises (as an organization) hold substantial assets, including numerous real estate holdings in New York, New Jersey, and elsewhere.<sup>17</sup>

---

<sup>13</sup> Palin Interrogatory Responses, at 16. See also Second Amendment to Partnership Agreement of Palin Enterprises dated as of January 1, 1998, at 1 (4<sup>th</sup> “Whereas” clause) (referred to herein as “Second Amendment to Partnership Agreement,” attached as **Exhibit “G”**).

<sup>14</sup> See generally Second Amendment to Partnership Agreement.

<sup>15</sup> Id., at Section 1.

<sup>16</sup> Palin Interrogatory Responses, at 17 (emphasis added).

<sup>17</sup> See **Exhibit “H”** attached.



William J. Hengemihle  
October 4, 2013  
Page 5

#### **4) Evidence of Elite and E&P's Oversight and Management of the Site and Interactions with the Subtenants**

Our June 26, 2012 letter outlined the terms of the 1959 Lease and discussed how the Lease provided sufficient indicia of ownership to classify Palin the *de facto* owner of the AMMCo Site. We now offer additional evidence in support of the contention that Elite/E&P functioned as the operator as well as the *de facto* owner of the Site.

Michael Palin has testified that Elite and E&P employed a site superintendent to handle day-to-day issues and activities relating to the Site. The superintendent was there on a daily basis and reported back to Michael Palin.<sup>18</sup> The superintendent "probably" had an office in the boiler room of the Site.<sup>19</sup> When tenants vacated the premises, Mr. Palin would sometimes call the superintendent, who would inspect the premises on Mr. Palin's behalf.<sup>20</sup>

In their interrogatory responses in the GHC/Palin Litigation, the Palin defendants stated that Elite and/or E&P employed Mr. Charles Barbella, Sr., now deceased, as a maintenance manager, and that, upon information and belief, "Mr. Barbella would have visited the [Site] on an as needed basis to conduct minor repairs and maintenance."<sup>21</sup>

#### **5) Personal Actions of Michael Palin**

For over twenty years, Michael Palin directly and personally oversaw the activities at the AMMCo Site.<sup>22</sup>

As managing general partner of E&P, Mr. Palin exerted almost total control over the affairs of the partnership. The original E&P partnership agreement provided that the day-to-day management of the partnership and all policy decisions relating to the business of the partnership were generally vested in Mr. Palin (Mr. Entratter had certain

---

<sup>18</sup> Palin Deposition, at 54-55.

<sup>19</sup> *Id.* at 83.

<sup>20</sup> *Id.* at 57.

<sup>21</sup> Palin Interrogatory Responses, at 32.

<sup>22</sup> We acknowledge EPA's question regarding Caryl Palin's activities at the Site. Based on defendants' discovery responses provided to date, it appears that Caryl Palin was not a general partner of E&P as originally alleged, and we expect to be withdrawing that claim.

William J. Hengemihle  
October 4, 2013  
Page 6

limited authority over major partnership decisions).<sup>23</sup> After Mr. Entratter died in 1971, Mr. Palin gained total control over the affairs of the partnership, with sole authority to manage the partnership's affairs and make all policy decisions with respect to the business of the partnership.<sup>24</sup> Any deed, lease, mortgage, contract of sale, or other similar document related to property owned by the partnership (including subleases and other key documents related to the Site) was signed by Mr. Palin alone, who had sole power to bind the partnership.<sup>25</sup>

Mr. Palin's control over Elite and E&P extended to direct involvement in the management of the Site. Mr. Palin testified that as President of Elite he "managed the property [the AMMCO Site]," which entailed "leasing, overall repairs, etc."<sup>26</sup> He visited the Site regularly ("could have been once a month"), "just to check things."<sup>27</sup> Mr. Palin further testified that, both in his capacity as President of Elite and as a general partner in E&P, he inspected the Site on occasion, and when he did so, he viewed what the tenants were doing and was able to see the nature of their operations.<sup>28</sup> Mr. Palin would also personally inspect tenant spaces "on occasion" after tenants vacated the space.<sup>29</sup>

Mr. Palin also visited the Site "on an as needed basis when the subtenant requested in-person meetings to discuss matters related to the leasehold."<sup>30</sup>

\*\*\*\*\*

In conclusion, the evidence set forth above further confirms that Palin served as the operator and *de facto* owner of the AMMCO Site for over twenty years, during a period of significant industrial activity at the Site. Palin thus is responsible for any alleged releases or

---

<sup>23</sup> E&P Partnership Agreement, Section 11(a). See also Palin Interrogatory Responses, at 15.

<sup>24</sup> See First Amendment to Partnership Agreement, at 2.

<sup>25</sup> *Id.*

<sup>26</sup> Palin Deposition, at 15.

<sup>27</sup> *Id.*

<sup>28</sup> *Id.* at 32.

<sup>29</sup> *Id.* at 57.

<sup>30</sup> Palin Interrogatory Responses, at 31.

William J. Hengemihle  
October 4, 2013  
Page 7

threatened releases of hazardous substances from the Site to the Passaic River that occurred during this period.

Palin has substantial financial resources that could be applied to any liability that may be allocated to the Site related to the Lower Passaic River Study Area ("LPRSA").

We believe that the new information provided here, along with the information previously provided, provide ample grounds for EPA to issue a General Notice Letter to Palin and to otherwise endeavor to endeavor to bring Palin into the group of parties funding present and future work related to the LPRSA.

We appreciate your cooperation and assistance in conveying this additional information to the EPA. We would also be happy to arrange an in-person meeting with you and/or EPA if that would be helpful.

I will follow up with you shortly on this. In the meantime, please contact me with any questions.

Regards,

A handwritten signature in black ink, appearing to read "Richard J. Ericsson". The signature is written in a cursive, flowing style.

Richard J. Ericsson

RJE:lh  
Enclosures

# **EXHIBIT A**

9

COPY

FILED

JUL 31 2013

LOURDES I. SANTIAGO  
J.S.C.

**COLE, SCHOTZ, MEISEL,  
FORMAN & LEONARD, P.A.**  
A Professional Corporation  
Court Plaza North  
25 Main Street  
P.O. Box 800  
Hackensack, New Jersey 07602-0800  
201-489-3000  
201-489-1536 Facsimile  
Attorneys for Plaintiffs GHC in Liquidation,  
DiLorenzo Properties Company, L.P.,  
the Estate of Sol Goldman, York Associates, Inc.  
and Southern Associates, Inc.

GHC in Liquidation, DiLorenzo Properties  
Company, L.P., the Estate of Sol Goldman,  
York Associates, Inc. and Southern  
Associates, Inc.,

Plaintiffs,

v.

Michael Palin, the Estate of Caryl Palin, Palin  
Enterprises, E&P Enterprises Co., Elite  
Industrial Park, Inc., ABC Corporations 1  
through 10 and XYZ Corporations 1 through  
10,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY  
DOCKET NO. L-6067-11

Civil Action

**FOURTH AMENDED CASE  
MANAGEMENT ORDER**

THIS MATTER, having come before the Court on application by counsel for plaintiffs  
by letter dated July 18, 2013, with the consent of counsel for defendants; and for good cause  
shown;

IT IS on this 31 day of July, 2013,

**ORDERED** that Plaintiffs shall serve their expert reports no later than September 27,  
2013; and it is further

**ORDERED** that Defendants shall serve their expert reports no later than November 26, 2013; and it is further

~~**ORDERED** that Plaintiff shall serve rebuttal expert reports no later than January 3, 2014;~~  
and it is further

**ORDERED** that depositions of all experts shall be completed no later than January 31, 2014; and it is further

**ORDERED** that there shall be no changes or revisions to this Order without the consent of all counsel and prior telephone approval of the Court; and it is further

**ORDERED** that the Discovery End Date is January 31, 2014; and it is further

**ORDERED** that there shall be a settlement conference in this matter on February 11, 2014 at 8:30 a.m. to facilitate settlement discussions and/or establish motion and trial dates; and it is further

*no further Case Management on this Matter.* 7

**ORDERED** that a copy of this Order will be served on Plaintiffs' counsel who shall then distribute it among counsel within 7 days of receipt.

  
\_\_\_\_\_  
Honorable Lourdes Santiago, J.S.C.

# **EXHIBIT B**

WOLFF & SAMSON PC

One Boland Drive  
West Orange, NJ 07052  
(973) 325-1500

Attorneys for Defendants Michael Palin, the  
Estate of Caryl Palin, Palin Enterprises, E&P  
Enterprises Co., Elite Industrial Park, Inc.

GHC IN LIQUIDATION, DILORENZO  
PROPERTIES COMPANY, L.P., THE  
ESTATE OF SAL GOLDMAN, YORK  
ASSOCIATES, INC., AND SOUTHERN  
ASSOCIATES, INC.

Plaintiffs,

vs.

MICHAEL PALIN, THE ESTATE OF  
CARYL PALIN, PALIN ENTERPRISES,  
E&P ENTERPRISES CO., ELITE  
INDUSTRIAL PARK, INC., ABC  
CORPORATIONS 1 THROUGH 10 AND  
XYZ CORPORATIONS 1 THROUGH 10,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY  
DOCKET NO.: HUD-L-006067-11

Civil Action

**RESPONSES OF DEFENDANTS  
MICHAEL PALIN, THE ESTATE  
OF CARYL PALIN, PALIN  
ENTERPRISES, E&P ENTERPRISES  
CO. AND ELITE INDUSTRIAL PARK,  
INC. TO PLAINTIFFS'  
INTERROGATORIES**

**To:** David P. Steinberger, Esq.  
Cole, Schotz, Meisel, Forman & Leonard, P.A.  
25 Main Street  
Hackensack, NJ 07602-0800  
*Attorneys for Plaintiffs*

**PLEASE TAKE NOTICE** that defendants Michael Palin, The Estate of Caryl Palin, Palin Enterprises, E&P Enterprises Co. and Elite Industrial Park, Inc. (collectively, the "Defendants"), hereby responds to the Interrogatories of plaintiffs GHC In Liquidation, DiLorenzo Properties Company, L.P., the Estate of Sal Goldman, York Associates, Inc., and



Southern Associates, Inc. (collectively the "Plaintiffs") in accordance with the New Jersey Civil Practice Rules and the General and Specific Objections which follow.

**WOLFF & SAMSON PC**

Attorneys for Defendants, Michael Palin, The Estate of Caryl Palin, Palin Enterprises, E&P Enterprises Co. and Elite Industrial Park, Inc.

By:   
DIANA L. BUONGIORNO

Dated: June 4, 2012

or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, in addition to the documents produced in the course of discovery during this litigation, Defendant Michael Palin appeared for a deposition in the matter of *NJDEP v. Occidental Chemical Corporation* on Monday, May 9, 2011 at which time various documents were marked as exhibits and discussed with counsel for DiLorenzo Properties Company, L.P. including, but not limited to an insurance policy, certificate of insurance, lease and assignment of lease. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

19. If the answer to the previous interrogatory is in the affirmative, for each document exchanged:

- a. Identify whether You sent or received the document;
- b. Identify the person to whom it was sent to and/or received from; and
- c. Annex a copy hereto

**RESPONSE:** See response to Interrogatory No. 18 above.

20. Describe in detail the corporate and operating history of Elite, including:

- a. When and how was Elite established;
- b. The type of entity Elite is or was (e.g., partnership, corporation, etc.)
- c. Identify Elite's officers, members, directors, partners, shareholders and/or employees;
- d. Whether Michael Palin held any positions within Elite;
- e. Whether Caryl Palin or the Estate of Caryl Palin (or any of its executors) held any positions with Elite;
- f. Whether Elite is currently operating;
- g. If Elite is not currently operating, describe in detail how the business was terminated and how and where and to whom its business assets were distributed;
- h. State whether Elite has been dissolved, and, if so, the date of dissolution;

- i. Identify all affiliates of Elite (e.g., parents, subsidiaries, owners, etc.);
- j. How was Elite capitalized when it was formed; Identify the percentage of the ownership interest for each of Elite's owners, shareholders, members or partners;
- k. Identify all lawyers or accountants involved with the formation of Elite;
- l. Identify all lawyers or accountants involved with the formation of Elite;
- m. State whether Elite filed individual tax returns or consolidated tax returns with other entities. If consolidated returns were filed, identify the other entities in the consolidated tax return;
- n. Identify all banks and lenders used by Elite;
- o. Describe Elite's document retention policy; and
- p. Describe or identify where Elite's documents are stored.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Defendants further object to this Interrogatory on the grounds that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants refer Plaintiffs to the documents produced herewith. Elite Industrial Park, Inc. was a New Jersey Corporation, which dissolved in 1976. Shares of the company's stock were held by Benjamin Okin (2/3) and by Michael Palin (1/3). Following the death of Mr. Okin, E&P Enterprises Co. purchased the stock of Elite Industrial Park, Inc. on or about February 25, 1971. Any and all records related to Elite Industrial Park, Inc. are maintained at 235 Park Avenue South, New York, New York. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

21. Describe in detail the corporate and operating history of E&P, including:
- a. When and how was E&P established;
  - b. The type of entity E&P is or was (e.g., partnership, corporation, etc.);
  - c. Identify E&P's officers, members, directors, partners or shareholders;
  - d. Whether Michael Palin held any positions within E&P;
  - e. Whether Caryl Palin or the Estate of Caryl Palin (or any of its trustees or executors) held any positions with E&P;
  - f. Whether E&P is currently operating;
  - g. If E&P is not currently operating, describe in detail how the business was terminated and how and where its business assets were distributed;
  - h. State whether E&P has been dissolved, and, if so, the date of dissolution;
  - i. Identify all affiliates of E&P (e.g., parents, subsidiaries, owners, etc.); How was Elite capitalized when it was formed;
  - j. Identify the percentage of the ownership interest for each of E&P's owners, shareholders, members, or partners;
  - k. Identify all lawyers or accountants involved with the formation of E&P;
  - l. State whether E&P filed individual tax returns or consolidated tax returns with other entities. IF consolidated returns were filed, identify the other entities in the consolidated tax return;
  - m. Identify all banks and lenders used by E&P;
  - n. Describe E&P's document retention policy; and
  - o. Describe or identify where E&P's documents are stored.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Defendants further object to this Interrogatory on the grounds that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants refer Plaintiffs to the documents produced herewith. E&P Enterprises Co. was formed on or about November 16, 1970 as a partnership between Michael Palin and his father-in-law, Jack Entratter. On or about February 25, 1971, E&P Enterprises Co.

purchased the stock of Elite Industrial Park, Inc. following the death of Benjamin Okin. An Amended Business Certificate was filed on September 2, 1971 to add additional partners. A second Amended Business Certificate was filed on April 10, 1973 to remove Jack Entratter as a partner following his death. E& P Enterprises Co. changed its name to Palin Enterprises on or about August 27, 1987. A copy of the Amended Business Certificate relative to the name change was previously provided in discovery. Neither Caryl Palin, her estate, nor any of its executors held any positions with E&P Enterprises Co. Upon information and belief, the entity filed a consolidated tax return and maintained offices at 969 Third Avenue, New York, New York. Any and all records that may exist related to E&P Enterprises Co. are maintained at 235 Park Avenue South, New York, New York. The document retention policy is seven years. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

22. Describe in detail the corporate and operating history of Palin Enterprises, including:
- a. When and how was Palin Enterprises established;
  - b. The type of entity Palin Enterprises is or was (e.g., partnership, corporation, etc.)
  - c. Identify Palin Enterprises' officers, members, directors, partners or shareholders;
  - d. Whether Michael Palin held any positions within Palin Enterprises;
  - e. Whether Caryl Palin or the Estate of Caryl Palin (or any of its executors) held any positions with Palin Enterprises;
  - f. Whether Palin Enterprises is currently operating;
  - g. If Palin Enterprises is not currently operating, describe in detail how the business was terminated and how and where its business assets were distributed;
  - h. State whether Palin Enterprises has been dissolved, and, if so, the date of dissolution;
  - i. Identify all affiliates of Palin Enterprises (e.g., parents, subsidiaries, owners, etc.);

- j. Identify the percentage of the ownership interest for each of Palin Enterprises' owners, shareholders, members or partners;
- k. Identify all lawyers or accountants involved with the formation of Palin Enterprises;
- l. State whether Palin Enterprises filed individual tax returns or consolidated tax returns with other entities. If consolidated returns were filed, identify the other entities in the consolidated tax return;
- m. Identify all banks and lenders used by Palin Enterprises;
- n. Describe Palin Enterprises' document retention policy; and
- o. Describe or identify where Palin Enterprises' documents are stored.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Defendants further object to this Interrogatory on the grounds that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants refer Plaintiffs to the documents produced herewith. E&P Enterprises Co. changed its name to Palin Enterprises on or about August 27, 1987. A copy of the Amended Business Certificate was previously provided in discovery. Neither Caryl Palin, her estate, nor any of its executors held any positions with Palin Enterprises. The entity files a consolidated tax return and currently maintains offices at 235 Park Avenue South, New York, New York. Any and all records related to Palin Enterprises are maintained at this location. The document retention policy is seven years. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

25. Describe in detail the nature of the transfer or assignment of the Leasehold Interest in the Property from Elite to E&P, including:

- a. Why the transfer or assignment of the Leasehold Interest was made;
- b. The terms of the transfer or assignment of the Leasehold Interest;
- c. The consideration paid for the transfer or assignment of the Leasehold Interest;
- d. A list of all assets or liabilities transferred from Elite to E&P or from E&P to Elite.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, upon knowledge and information Elite Industrial Park, Inc. transferred its stock to E&P Enterprises Co. following the death of its majority shareholder, Benjamin Okin, in or about February 1971. Thereafter, the leasehold was assigned from Elite to E&P Enterprises Co. as the sole asset of the company on or about December 17, 1974. No records exist indicating the consideration paid, if any, for the transaction. Elite Industrial Park, Inc. was later dissolved in 1976. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

26. Describe in detail the sale or assignment of the Leasehold Interest in the Property from E&P to Airlite Aluminum Corp., including:

- e. Describe in detail all instances in which Hazardous Substances were Discharged, Released, or spilled by each Sub-Tenant at the Property, including dates and quantities; and
- f. Provide copies of all documents which contain any information responsive to this interrogatory.

**RESPONSE:** See response to Interrogatory No. 42 above.

44. Did Michael Palin or Caryl Palin ever visit the Property? If yes:

- a. How frequently?
- b. For what purposes?
- c. Did Michael Palin or Caryl Palin prepare any reports of such visits? If yes, provide copies of such reports and any other documents responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, upon knowledge and information, Caryl Palin never visited the Property for any reason. Michael Palin would visit the Property on an as needed basis when the subtenant requested in-person meetings to discuss matters related to the leasehold. Defendants do not have a specific recollection of what issues were discussed during these meetings at the Property nor were any reports prepared or maintained as a result of these visits. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.



45. Did any of Your employees or agents visit the Property? If yes:

- a. How frequently?
- b. For what purposes?
- c. Did they report, orally or in writing, the findings of such visits to You?
- d. Provide copies of all such reports and any other documents, which contain any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Charles Barbella, Sr., now deceased, was employed as a maintenance manager by Elite Industrial Park, Inc. and/or E&P Enterprises Company. Upon information and belief, Mr. Barbella would have visited the Property on an as needed basis to conduct minor repairs and maintenance. No reports were created or maintained with regard to any such visits to the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

46. Identify any and all insurers and Insurance Policies that provided insurance coverage to You, or any Sub-Tenant during any time between 1959 and 1980 relating to the Property, including for each insurer or Insurance Policy:

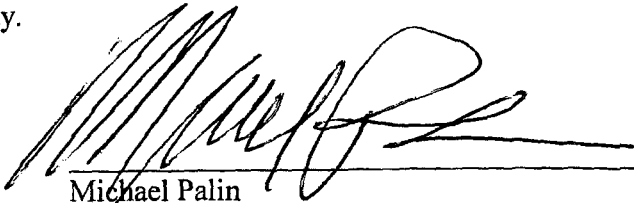
- a. The identity of the insured, including additional insureds or additional named insureds;
- b. The name of the insurance company;
- c. The location of the insurance company.
- d. The policy number.

CERTIFICATION

I hereby certify that the foregoing answers to these Interrogatories are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

I hereby further certify that the copies of the documents referenced herein and previously produced are exact copies of the entire document or documents; that the existence of other documents are unknown to me, and if such become later known or available, I shall serve them promptly on the propounding party.

Dated: 5/31/12

  
Michael Palin

# **EXHIBIT C**

 ORIGINAL

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
ESSEX COUNTY  
DOCKET NO. L-009868-05 (PASR)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

^^  
NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION, THE  
COMMISSIONER OF THE NEW JERSEY  
ENVIRONMENTAL PROTECTION AGENCY,  
AND THE ADMINISTRATOR OF THE NEW  
JERSEY SPILL COMPENSATION FUND,  
  
PLAINTIFF,  
  
V.  
  
OCCIDENTAL CHEMICAL CORPORATION,  
TIERRA SOLUTIONS, INC., MAXUS  
ENERGY CORPORATION, RESPOL YPF,  
S.A. YPF, S.A. YPF HOLDINGS, INC.,  
AND CLH HOLDINGS,  
  
DEFENDANTS,  
  
V.  
  
MAXUS ENERGY CORPORATION AND TIERRA  
SOLUTIONS, INC.,  
  
THIRD-PARTY PLAINTIFFS,  
  
V.  
  
3M COMPANY, ET, ALS,  
  
THIRD-PARTY DEFENDANTS,  
^^

TESTIMONY OF:  
MICHAEL PALIN

1

2

3

T R A N S C R I P T of testimony taken

4

Stenographically by and before ERIC S. FISHMAN, a

5

Shorthand Reporter and Notary Public of the State of

6

New Jersey, at the law offices of, WOLFF & SAMSON,

7

ESQS. ONE BOLAND DRIVE, WEST ORANGE, NEW JERSEY, on

8

MONDAY, MAY 9, 2011, commencing at 10:30 AM in

9

The forenoon.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

PHILIP A. FISHMAN  
COURT REPORTING AGENCY  
89 HEADQUARTERS PLAZA NORTH  
4 SPEEDWELL AVENUE, SUITE 1440  
Morristown, New Jersey 07960  
(973) 285-5331 - FAX - (732) 605-9391

1 MS. SANDS: I am going to object to the  
2 form of the question but you can answer.

3 ~~A. I can't recall the year exactly.~~

4 Q. Are you familiar with an entity by the name  
5 of Elite Industrial Park, Inc.?

6 A. Yes.

7 Q. And when did you first become associated  
8 with that entity?

9 A. I can't recall the year.

10 Q. Can you recall the decade?

11 A. I think it would be the '60s.

12 Q. 1960.

13 When you -- strike that.

14 Your first involvement with Elite Industrial  
15 Park, Inc., was that as a shareholder or in some  
16 other capacity?

17 A. As a shareholder.

18 Q. Were there other shareholders?

19 A. There was one other shareholder.

20 Q. Who was that?

21 A. Benjamin Okin.

22 Q. How do you spell that?

23 A. O-K-I-N.

24 Q. Did you and Mr. Okin form Elite Industrial  
25 Park, Inc.?

1 A. Well, he formed it and I became a member.

2 Q. Okay.

3 ~~And do you recall what percentage you owned~~  
4 when you first became a shareholder?

5 A. One third.

6 Q. What was the business of Elite Industrial  
7 Park, Inc.?

8 A. They rented an industrial park, industrial  
9 buildings in Kearny, New Jersey.

10 Q. Were there other, at the time that you  
11 became a shareholder of the company, were there  
12 other officers or directors of the company?

13 A. I can't recall.

14 Q. What were your duties and responsibilities  
15 with the company?

16 A. I was president of the company.

17 Q. And did Mr. Okin have any responsibilities?

18 A. Yeah, he was financial.

19 Q. When you say financial, did he provide  
20 financing or he was in charge of the finances?

21 A. He provided finances.

22 Q. Is Elite Industrial Park, Inc., in existence  
23 today?

24 A. No.

25 Q. When did it cease to be in existence?

1           When was Palin Enterprises formed?

2           A. I can't recall the date.

3           ~~Q. Can you recall the era?~~

4           A. I would say in, maybe the '80s.

5           Q. Did you form Palin Enterprise?

6           A. Yes.

7           Q. For what purpose?

8           A. To do industrial development and real estate  
9 development.

10          Q. Is Palin Enterprise a corporation?

11          A. No.

12          Q. What is it?

13          A. Limited partnership.

14          Q. Okay.

15                 Who is the general partner?

16          A. I am.

17          Q. Okay.

18                 Who is the limited partners?

19          A. My children.

20          Q. Did Palin Enterprise have any connection to  
21 Elite Industrial Park?

22          A. No.

23          Q. As president of Elite Industrial Park, Inc.,  
24 what were your general duties and

25 responsibilities?



1 A. I managed the property.

2 Q. And what did that entail?

3 A. ~~Leasing, overall repairs, etc.~~

4 Q. Repairs?

5 A. Yeah, making repairs and leasing.

6 Q. Did you hire any outside vendors to do any  
7 of the management of the buildings?

8 A. What do you mean by management?

9 Q. Did they visit the site to inspect the  
10 property?

11 MS. SANDS: I am going to object to the  
12 form. He can answer if he knows.

13 A. I don't believe so.

14 Q. Okay.

15 Did you visit the site?

16 A. Yes.

17 Q. On a regular basis?

18 A. Depends what you consider regular.

19 Q. How often did you visit the site?

20 A. Could have been once a month.

21 Q. For what purpose?

22 A. Just to check things.

23 Q. Did you visit the site to determine if  
24 anything needed to be repaired?

25 A. No.

1 A. Not on a regular basis, on occasion.

2 Q. What would be the occasions you would

3 inspect the property?

4 A. I have no recall of the occasions.

5 Q. Either in your capacity as president of  
6 Elite Industrial Park, Inc., or as partner in E&P  
7 when you did inspect the properties did you view  
8 what the tenants were doing?

9 A. Yes.

10 Q. You were able to see the nature of their  
11 operations?

12 A. Yes.

13 Q. Did you go inside the buildings?

14 A. Not really, no.

15 Q. Did you observe from the outside?

16 A. Yes.

17 Q. Did you observe the loading docks?

18 MS. SANDS: Objection to form.

19 You can answer.

20 Q. Were there loading docks at the buildings?

21 A. I can't recall.

22 (Lease is marked as Exhibit Palin-3 for  
23 identification)

24 Q. When E&P transferred its assets to Palin  
25 Enterprises were there, was there an agreement to

1 deposition that you initially purchased a one  
2 third interest in Elite?

3 A. No -- did I? Yeah, could be.

4 Q. Right. Mr. Okin held the other two thirds?

5 A. I didn't purchase it. He was my uncle so he  
6 gave it to me.

7 Q. He gave you a one third interest?

8 A. Yeah.

9 Q. Was there a time when you obtained the other  
10 two thirds?

11 A. When he passed away.

12 Q. You inherited the other two thirds interest?

13 A. No, I bought it.

14 Q. You bought it?

15 A. Yeah.

16 Q. Okay.

17 So Benjamin Okin was your uncle?

18 A. Yes.

19 Q. What was the reason why you entered into a  
20 50 year lease for the property?

21 A. They wouldn't give me a 100 year lease.

22 Q. Did you consider a lower term lease with  
23 options?

24 A. I can't recall what I considered 50 years  
25 ago. Was it 50 years or 40 years?

1 Q. Over 50.

2 A. Over 50. That's a long time. Do you recall  
3 ~~what happened to you 50 years ago?~~

4 Q. I do, I was born.

5 Now, I had asked you about whether either  
6 Elite or E&P had ever hired an outside management  
7 company to manage the property and you said you  
8 don't know, correct?

9 A. Correct.

10 Q. Do you have an on site superintendent or  
11 someone who handled the day to day issues relating  
12 to the property?

13 A. I don't recall.

14 Q. What would happen if there was a problem  
15 with the --

16 A. I mean, I had someone but I don't recall who  
17 it was.

18 Q. Okay.

19 Was it somebody on site?

20 A. Yeah.

21 Q. They went there everyday?

22 A. Yeah.

23 Q. They were, did they have a job title?

24 A. Superintendent.

25 Q. Was it the, do you know if it was the same

1 person or did it change around?

2 A. I don't recall.

3 ~~Q. Okay.~~

4 And he, this person reported back to you?

5 A. Yes.

6 Q. Do you recall if you ever received any  
7 notification from the municipality, from the town,  
8 City of Kearny or any other government agency  
9 about violations at the property?

10 A. I don't recall.

11 Q. I had asked you the names of, if you recall  
12 the names of any of the tenants and I gave you a  
13 list of the names. Do you recall any of the names  
14 of tenants that were at the property?

15 A. One other tenant I remember.

16 Q. Who was that?

17 A. Mande Shops.

18 Q. Was Mande Shops a tenant at the property in  
19 1959?

20 A. No.

21 Q. When you first --

22 A. No, he was, I don't remember when he was.  
23 He was a friend of mine, that's why I remember  
24 him.

25 Q. Who was a friend?

1 A. No.

2 Q. Do you recall whether any, whether either

3 ~~Elite or E&P~~ ever made any claims to insurance  
4 company's?

5 A. I don't think so.

6 Q. Do you recall ever retaining the services of  
7 a public adjuster?

8 A. No.

9 Q. When these tenants of yours left, whether  
10 their term expired or for whatever reason, did you  
11 have a practice or policy to go into the space and  
12 inspect it?

13 A. On occasion.

14 Q. Were there times when a tenant would leave  
15 that you wouldn't go back in to look at it?

16 A. Yeah, I would call the guy and say how is  
17 the space.

18 Q. The guy being the superintendent at the  
19 site?

20 A. Yes.

21 Q. And he would inspect it on your behalf?

22 A. Right..

23 Q. Okay.

24 How did you determine what limits to put on  
25 the, your insurance policy or policies?

1 A. I don't recall.

2 Q. Could anyone else write checks?

~~3 A. I don't recall. I don't think so.~~

4 Q. Did you also maintain a separate account or  
5 separate accounts for tenant security deposits?

6 A. I don't think we did for -- I don't recall.

7 Q. Okay.

8 You said you had a superintendent at the  
9 site, you don't remember his name?

10 A. No.

11 Q. Did he have an office there?

12 A. I don't recall.

13 Q. You don't recall. He must of had it  
14 someplace.

15 A. In the boiler room probably.

16 Q. In the boiler room?

17 A. Yeah.

18 Q. Would your payroll records reflect his name?

19 A. If I had them sure, they might.

20 Q. Did you use any outside payroll company?

21 A. Not on that, no.

22 Q. Not in connection with the Kearny property  
23 ever?

24 A. Not with New Jersey, no.

25 Q. No New Jersey employees were ever --

# **EXHIBIT D**



PARTNERSHIP AGREEMENT

OF

*E. & P. ENTERPRISES CO.*

AGREEMENT made as of this *10<sup>th</sup>* day of November, 1970,  
between MICHAEL PALIN, residing at 16 Sutton Place, New York, New  
York (hereinafter referred to as "Palin") and JACK ENTRATTER,  
residing at the Sands Hotel, Las Vegas, Nevada  
(hereinafter referred to as "Entratter").

STATEMENT OF FACTS

Palin has partnership interests in the partnerships  
(hereinafter referred to as "the Palin Partnership Interests")  
listed on Exhibit "A" annexed hereto.

Palin has entered into a contract with the Estate of  
Benjamin Okin, a copy of said contract and related documents  
being hereinafter referred to as the "Okin Contract". A copy  
of the Okin Contract is annexed hereto as Exhibit "B".

Palin owns 25% of the outstanding common stock of those  
corporations (hereinafter referred to as the "Palin 25% Corporate  
Interests") listed on Exhibit "C" annexed hereto.

The parties hereto desire that Palin transfer, as hereinafter more fully set forth, to a partnership composed of Palin and Entratter, (i) the Palin Partnership Interests and (ii) the Okin Contract. In addition thereto, Palin is to give the Partnership an option to purchase the Palin 25% Corporate Interests.

The parties hereto desire to set forth their respective rights and obligations as partners and with respect to the Palin Partnership Interests, the Okin Contract and the option to purchase the Palin 25% Corporate Interests.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto covenant and agree as follows:

1. Formation. The parties hereto hereby form a Partnership pursuant to the Laws of the State of New York. Said Partnership is herein referred to as the "Partnership".

2. Name. The Partnership shall be conducted under the firm name and style of -- E. & P. ENTERPRISES CO.,

3. Term. The Partnership shall commence on the 10<sup>th</sup> day of November, 1970 and shall continue until terminated as hereinafter provided.

4. Principal Office. The principal office of the Partnership shall be at c/o Michael Palin, 102 East 31st Street, New York, New York, or at such other place as may be designated by Palin.

5. Purpose of the Partnership. The purposes of the partnership shall be:

(a) to hold, manage, operate, improve, lease, repair, maintain, sell, exchange, transfer, mortgage, pledge, hypothecate or otherwise deal with any and all assets and properties acquired by the Partnership;

(b) To own, acquire, lease, purchase and sell personal property attached to or used in connection with any properties of the Partnership and any and all securities or other interests or obligations arising out of the sale or other disposition of the same by the Partnership.

6. Capital.

(a) Palin's contribution to the Partnership shall be the following:

(i) the Palin Partnership Interests, and

(ii) the Okin Contract. The Partnership hereby takes the Okin Contract subject to all of its terms, covenants and conditions and agrees to assume all of Palin's obligations thereunder.

(b) Entratter's contribution to the Partnership shall be \$450,000 in cash or good check, of which \$5,000.00 shall be paid to the Partnership on the signing hereof and the balance payable no later than November 18, 1970.

7. Proportionate Interest - Capital, Profits and Losses.

The interest of each of the partners in the Partnership capital, income, profits and any losses of the Partnership shall be as follows:

<u>Name</u>	<u>Percentage Interest</u>
MICHAEL PALIN	50.00%
JACK ENTRATTER	50.00%

8. Distribution to Partners. The Partnership shall distribute to each of the partners in accordance with the percentage interest of each partner, as hereinabove set forth in Article 7, the Net Cash Income (as hereinafter defined) derived from the operation of the Partnership. Net Cash Income, for the purposes hereof, shall be deemed to be the Gross Cash Receipts generated from the operation of the Partnership from all sources whatsoever, (including, but not limited to proceeds of mortgages and refinancing) and available to the Partnership after the payment or accrual for payment of all current operating expenses in connection therewith including, without limitation, interest and

amortization on mortgages but excluding for the purposes hereof, depreciation.

9. Additional Contributions; Advances and Bank Accounts.

(a) Entratter agrees that he will no later than FIVE (5) days from the date hereof, lend the Partnership \$850,000.00 which sum (as evidenced by a negotiable promissory note) shall be repaid to him by the Partnership in ten (10) equal consecutive annual payments commencing one (1) year from the date of said loan, together with accrued interest thereon at the rate of four (4%) per cent per annum, subject, however, to the provisions of this Agreement.

(b) Any working capital required (other than that specified in paragraph 9(a) above) by the Partnership or in connection with the operation of the Partnership shall be furnished by the parties hereto in accordance with their respective proportionate interest as stated in Article 7 above. All funds of the Partnership and all monies received by the Partnership shall be deposited in a Partnership Bank Account or accounts selected by Palin and all payments to be made by the Partnership by withdrawal therefrom shall be made by check, draft or other instrument drawn on said account or accounts which shall be signed in the name of the Partnership by either of the partners or such other person(s) as they mutually agree on.

(c) Palin has arranged a bank loan for Entratter ("Bank Loan"), in the amount of \$300,000.00, which is due and payable (with

interest thereon) by Entratter on or about September 30, 1971.

Entratter agrees that if Palin or the Partnership or any entity controlled by it is called upon to satisfy the Bank Loan <sup>AFTER SEPTEMBER 30, 1971,</sup> then Palin may, at his option, cause the Partnership or any entity controlled by it, to satisfy the Bank Loan pursuant to its terms in which event:

(i) any such payments and any interest or other charges thereof shall be reflected on the books of the Partnership as a loan payable from Entratter to the Partnership; and

(ii) any cash flow otherwise due to Entratter pursuant to this agreement shall to the extent of the loan from the Partnership to Entratter referred to in (i) above be applied to the repayment of such loan, and in addition, any annual payments of principal or interest to be made to Entratter on account of his loan of \$850,000.00 as provided in paragraph 9 (a) herein shall be applied first to the amount if any remaining unpaid on the loan from the Partnership to Entratter referred to in (i) above; and

(iii) in no event, however, shall the aggregate sums of moneys applied to the repayment to the Partnership under (ii) above exceed the payments made by Palin, the Partnership or any entity controlled by it to satisfy the Bank Loan pursuant to this paragraph (c) and which is reflected as a loan from Entratter to the Partnership pursuant to (i) above.

10. Option - Palin 25% Corporate Interests.

Palin hereby grants to the Partnership an exclusive option to purchase all of the Palin 25% Corporate Interests as

forth on Exhibit "D".

11. Management.

(a) The day to day management of the affairs of the Partnership and all policy decisions relating to the business of the Partnership shall be vested in Palin only, except however, that Entratter's consent shall be required as to (i) acquisition of new real property or (corporate) stock investments, (ii) new loans, mortgages or extensions, replacements or modifications thereof, (iii) sale or exchange of partnership assets, (iv) leases with terms in excess of ten (10) years, and (v) Net Cash Income distributions to Partners. Palin shall incur no liability for his decisions, except for willful misconduct or gross negligence.

(b) Notwithstanding (a) above, it is hereby agreed that Palin or any entity in which he owns a controlling interest shall manage all of the assets of the Partnership for which services, the Partnership or the entities controlled by it, shall pay to Palin in the aggregate, the sum of \$50,000 per annum. The fee payable to Palin shall be a net fee, it being understood that all corporations or properties controlled or owned by the Partnership shall bear their own expenses, including office overhead and payroll. The Partnership shall also bear its own expenses including office overhead and payroll.

12. Books of Account - Audits.

(a) The Partnership shall maintain separate records and books of account at the principal office of the Partnership

or elsewhere as Palin may determine, the same to be kept available at all reasonable times for audit and examination by each of the partners and his duly authorized representatives, who shall be entitled to make copies thereof.

(b) The Partnership shall cause its accountants to prepare annual financial statements of profit and loss and copies thereof shall be delivered to each partner. The cost of such services shall be borne by the Partnership.

13. Time and Attention of Partners. Neither of the partners shall be required to devote his full time or attention to the business of the Partnership or the management and operation of its assets and each of them may, without accountability to the Partnership or to the other partner, and without any consent whatsoever, engage jointly and/or severally in any other business, whether or not competitive with the business of the Partnership or any of its assets. Each partner shall devote so much of his time and attention to the business of the Partnership as he, in his sole discretion, may deem reasonably necessary for the purposes of the Partnership. The parties acknowledge that they own alone, together or with others, properties not included within this Partnership. It is intended that such properties be excluded from the purview of this Agreement and that all future acquisitions shall be included only if so expressly provided.



Nothing in this Agreement shall require either partner to offer any interest to the other partner on any future acquisition or proposed acquisition.

14. No Right to Obligate or Incur Liabilities For Other Partners.

Except as provided in Article 11 hereof, nothing herein contained shall be deemed to authorize any partner to obligate any other partner or to incur any liability on the part of the Partnership or of any other partner individually with respect to the payment of any mortgage or other loan, or any contract, obligation or other indebtedness of the Partnership, without the prior consent in writing of such other partner, it being the intent hereof that as among the partners, the liability of each partner shall be limited to his Proportionate Interest in the Partnership as set forth in Article 7 herein. Each of the partners hereby covenants and agrees that he will not, during the term of the Partnership, do any act or incur any obligation, on behalf of the Partnership, of any kind whatsoever, except as herein expressly authorized and permitted, and each partner hereby indemnifies and agrees to hold harmless the other partner from any obligation or liability, including the reasonable expenses of defense thereof, arising out of his breach of any of the provisions hereof.

15. No Compensation to Partners. Except as herein-  
before provided in paragraph 11(b), (i) none of the partners  
shall receive any salary or other compensation for services  
rendered by him for the benefit of the Partnership or in connection  
with the operation or management of its assets in his capacity  
as a partner hereunder, (ii) nor shall any person, firm, corpora-  
tion or other entity with which any of them is affiliated or  
connected receive any fee, commission or other compensation from  
the Partnership or in connection with the operation or management  
of its assets or other business affairs of the Partnership  
without prior written consent of the other partner.

16. Expenses of Forming the Partnership. All expenses incurred in connection with the formation of the Partnership (including, without limitation, all recording fees, documentary stamps and professional fees) shall constitute an expense of the Partnership and shall be paid out of its working capital.

17. Encumbrance on Partner's Interest; Withdrawal.

(a) Except as otherwise specifically set forth in this Agreement, each partner covenants and agrees that he will not, without the prior written consent of the other partner, pledge, encumber, mortgage, hypothecate or assign the whole or any part of his interest in the Partnership or in the assets of Partnership, including, without limitation, his interest in any distributions to be made by the Partnership. Any pledge, encumbrance mortgage or hypothecation or assignment in contravention of this provision shall be of no effect and shall not bind the Partnership.

(b) Except as otherwise permitted in this Agreement, neither partner shall have the right, without the prior written consent of the other partner, to withdraw from the Partnership and any attempted withdrawal in contravention of this provision shall be of no effect and shall not be binding.

(c) Upon the death or adjudication of incompetency of either partner, then the surviving partner or non-incompetent partner (in either case hereinafter called "surviving partner")

shall have the right, at his option ("Option"), to purchase and the personal representative of the estate of the deceased or the Committee of the incompetent partner (in either case hereinafter called "Seller") shall sell to the surviving partner, the Partnership interest of such deceased or incompetent partner for the Agreed Value as set forth in Article 19 and upon the terms and conditions as set forth below. (The term "deceased partner" or "decedent" as hereinafter used shall be deemed to include an "incompetent partner" as the case may be.)

(i) The Option shall be exercised by the surviving partner sending written notice to the Seller within six (6) months after the appointment and qualification of the Seller or within such extended date as the Seller, in its discretion may grant to the surviving partner. Title to the Partnership interest owned by the decedent and the interest of the decedent in the assets of the Partnership (excluding, however, any loans and other monies evidenced by notes or otherwise due the deceased partner which shall be paid according to their terms except as otherwise provided herein), shall be, subject to the provisions hereinafter provided, transferred, conveyed or assigned ("assignment by the Seller to the surviving partner at a closing (the "Closing Date"), on a date to be designated by the surviving partner. Said Closing Date shall be upon at least thirty (30) days' notice to the Seller but not more than ninety (90) days notice from the date that the surviving partner exercises the Option, provided, howev

that if pursuant to the applicable Decedent's Estate Law affecting the estate in question, or the law affecting the estate of an incompetent, the Closing Date is not feasible within such time, the Closing Date shall take place as soon thereafter as is reasonably possible. In no event shall the Closing Date be construed as "time of the essence".

(ii) On the Closing Date, the surviving partner shall pay to the Seller the lesser of (x) the Agreed Value or (y) the sum of \$450,000; payable in cash or good certified check. Contemporaneously therewith, upon the payment of such amount, the Seller shall assign to the surviving partner all of the decedent's partnership interest and deliver documents reasonably requested, including bargain and sale deeds without covenant against grantors acts. After such assignment, all of decedent's rights of ownership in the Partnership and its assets shall vest in the surviving partner. Concurrently, the surviving partner shall deliver to the Seller an agreement assuming all of the Partnership's liabilities and obligations (except non-recourse obligations) and agreeing to hold the Seller harmless therefrom. The surviving partner shall agree in writing to pay any Partnership indebtedness due the deceased partner in accordance with its terms (except as otherwise provided herein). The partnership interest of decedent shall be delivered free and clear of any encumbrances and obligations. The surviving partner shall not

tance, income or succession taxes nor to the Committee of the incompetent partner for any of said taxes.

(iii) The balance of the purchase price, if any, shall ~~be paid in sixty (60) equal consecutive monthly installments~~ commencing three (3) months after the Closing Date evidenced by a series of negotiable promissory notes ("Notes") delivered at the Closing and payable to Seller, each bearing interest from such date at the maximum legal rate of interest for individuals but not exceeding the prime rate existing on the Closing Date. Prime Rate shall be deemed to mean the lowest rate charged by either First National City Bank or Chase Manhattan Bank to its most credit worthy customers.

(iv) The surviving partner shall have the right to have Notes for a shorter period and may prepay installments at any time without penalty, except that at the election of the Seller, payments in the year of sale (including any prepayments which may be received pursuant to subparagraphs (vii) and (viii) below) shall not exceed twenty-nine (29%) per cent of the selling price or such other amount (but not in excess of subparagraph (ii) above) as will qualify the sale as an "installment sale" pursuant to the then applicable provisions of the Internal Revenue Code.

(v) Each of the Notes shall provide for waiver of protest and for an option by the holder to declare the entire unpaid balance due and payable if default in the payment of any Note continues for fifteen (15) days after notice of default is received by the surviving partner.

(vi) As Collateral for payment of the Notes, the surviving partner shall execute in favor of the Seller a blanket mortgage on all of the assets owned by the Partnership on the Closing Date, except however, on those assets whereby the terms of outstanding loan documents the same is prohibited. The Seller agrees to execute and deliver any mortgage releases required by the surviving partner in order to effect a sale of any of the mortgaged premises.

(vii) In the event that after the Closing Date, but prior to the time that the Notes have been paid, the surviving partner sells any of the assets owned by the Partnership on the Closing Date, then fifty (50%) per cent of all cash received therefor by him shall be held in trust by him and paid by him to the Seller within ten (10) days after receipt of the same and such payment shall be treated as a prepayment hereunder. If, in connection with such sale, the surviving partner also receives any purchase money mortgage(s), then within ten (10) days after receipt of the same, all of such mortgage(s) and all of the right, title and interest thereto and of any notes or obligations in connection therewith shall be assigned to the Seller by the surviving partner as additional collateral for the unpaid balance of the Notes and fifty (50%) per cent of payments of principal received therefor shall be retained by the Seller as a prepayment hereunder. The balance of principal

payments as received together with all interest received on such collateral shall belong to the surviving partner and remitted to him by the Seller within five (5) days of receipt.

(viii) In the event that after the Closing Date, but prior to the time that the Notes have been paid, the surviving partner mortgages any of the assets owned by the Partnership on the Closing Date, or increases any mortgage or loan thereon, then fifty (50%) per cent of the net proceeds of any such mortgage or loan, or increase thereof, (i.e. after deducting customary and ordinary expenses), shall be held in trust by the surviving partner and paid to the Seller within ten (10) days thereafter. Such payment to the Seller shall be treated as a prepayment hereunder.

(ix) If any loan due the deceased partner by the Partnership remains unpaid after the Notes have been fully paid, then and in that event, the provisions of paragraphs (vii) and (viii) above shall apply to said outstanding loan as to prepayment thereof.

Notwithstanding anything herein contained to the contrary, the unpaid balance of any loans, evidenced by notes or otherwise, due to a partner having died, shall be paid according to the terms thereof, except that each installment payment of principal due thereunder shall be doubled, with the result that payment of the unpaid balance shall thus be accelerated and paid wi



half the remaining time previously required.

(d) At any time during the term of this Agreement, Palin shall have the right, at his option, to purchase Entratter's partnership interest and his interest in the assets of the Partnership ("Entratter's Partnership Interest") free and clear of all liens and encumbrances with respect to Entratter's Partnership Interest and Entratter shall sell his Partnership Interest, pursuant to the following terms and conditions:

(i) Palin shall exercise his option to purchase by written notice to Entratter designating the Closing Date which shall be no more than ninety (90) days nor less than thirty (30) days after such written notice to Entratter;

(ii) Title shall be conveyed or transferred by Entratter to Palin, or his designee, together with such other documents as may be reasonably requested at the closing.

(iii) The purchase price payable by Palin for Entratter's Partnership Interest and Entratter's interest in the assets of the Partnership shall be the Agreed Value (which excludes any loans or other monies evidenced by notes or otherwise due Entratter by the Partnership which shall be paid according to their terms except as provided herein) determined in accordance with the provisions of Article 19 herein plus a premium of ten (10%) per cent of the Agreed Value.

(iv) At the Closing Date, Palin shall pay to Entratter the entire sum due under (iii) above incash, or good certified check.

(v) In the event that after the Closing Date, but prior to the time that Entratter's loan has been paid, Palin sells any of the assets owned by the Partnership on the Closing Date, then fifty (50%) per cent of all cash received therefor by Palin shall be held in trust by him and paid by him to Entratter within ten (10) days after receipt of the same and such payment shall be treated as a prepayment hereunder. If, in connection with such sale, Palin also receives any purchase money mortgage(s), then within ten (10) days after receipt of the same, all of such mortgage(s) and all of the right, title and interest thereto and of any notes or obligations in connection therewith shall be assigned to Entratter by Palin as additional collateral for the unpaid balance of Entratter's loan and fifty (50%) per cent of payments of principal received therefor shall be retained by Entratter as prepayment hereunder. The balance of principal payments as received, together with all the interest received on such collateral, shall belong to Palin and remitted to him by Entratter within five (5) days of receipt.

(vi) In the event that after the Closing Date, but prior to the time that the Entratter loan has been paid, Palin mortgages any of the assets owned by the Partnership ~~on the Closing Date or increases any mortgage or loan thereon,~~ then fifty (50%) per cent of the net proceeds of any such mortgage or loan, or increase thereof, (i.e. after deducting customary and ordinary expenses), shall be held in trust by Palin, and paid to Entratter within ten (10) days thereafter. Such payment to Entratter shall be treated as a prepayment hereunder.

(vii) Notwithstanding anything herein contained to the contrary, the unpaid balance of any loans, evidenced by notes or otherwise, due Entratter, shall be paid according to the terms thereof, except that each installment payment of principal due thereunder shall be doubled, with the result that payment of the unpaid balance shall thus be accelerated and paid within half the remaining time previously required.

(e) If, at any time prior to the date that Palin has exercised his option as provided in (d) above, Entratter desires to withdraw from the Partnership, he shall give notice to Palin that he wishes to withdraw and that either (x) he agrees to accept the Agreed Value determined in accordance with the provisions of paragraph 19 herein as a purchase price for his Partnership Interest and any interest he may have in the assets of the Partnership or (y) he has received and wishes to accept

a bona fide written offer (herein called the "Offer") from a third party (herein called the "Offeror") to purchase all of Entratter's Partnership Interest and his interest in the assets of the Partnership (Entratter's Partnership Interest). The Offer shall provide for a cash payment of at least one-third (1/3) of the total purchase price with the balance payable in installments over a period not to exceed sixty (60) months, with accrued interest thereon not to exceed the maximum legal rate of interest for individuals but not exceeding the Prime Rate. The Offer shall also include an undertaking by the Offeror to assume all of Entratter's obligations under this Partnership Agreement and to be substituted herein as a partner in lieu of Entratter and to be bound by the terms and conditions of this Agreement. In such notice to Palin concerning the Offer, Entratter shall also state the name and address of the Offeror, any information with respect to the financial capacity of the Offeror available to Entratter, and that Entratter is willing to accept such Offer and enclosing with such notice a copy of the written Offer signed by the Offeror.

(i) Upon Entratter giving the above notice setting forth the Offer, Palin may, at his option, exercisable by written notice to Entratter within thirty (30) days after receipt of the above notice, purchase all of Entratter's Partnership Interest (on a closing date designated by Palin which shall be no more than sixty (60) days from the date Palin exercises his

option) at the same price, terms and conditions as contained in the Offer.

(ii) If Entratter's notice of withdrawal to Palin is based upon the Agreed Value and not upon any Offer, then the payment therefor and the terms and conditions of such purchase shall be as follows:

A. Title shall be conveyed or transferred by Entratter to Palin or his designee, together with such other documents as may be reasonably requested at the closing. The closing date ("Closing Date") shall be no more than ninety (90) days from the date Palin receives Entratter's notice of withdrawal based on the Agreed Value.

B. At the Closing Date, Palin shall pay to Entratter one third (1/3) of the Agreed Value, in cash or by good certified check, and the balance of the purchase price shall be paid in thirty-six (36) equal consecutive monthly installments commencing three (3) months after the Closing Date evidenced by a series of negotiable promissory notes ("Palin Notes") delivered at the Closing and payable to Entratter, each bearing interest from such date at the maximum legal rate of interest for individuals but not exceeding the Prime Rate existing on the Closing Date.

C. Palin shall have the right to have Palin Notes for a shorter period and may prepay installments at any time without penalty, except that at the election of Entratter, payments in the year of sale (including any prepayments which may be received pursuant to subparagraphs "F" and "G" below) shall not exceed twenty-nine (29%) per cent of the selling price or such other amount (however not in excess of subparagraph "B" above) as will qualify the sale as an "installment sale" pursuant to the then provisions of the Internal Revenue Code.

D. Each of the Palin Notes shall provide for waiver of protest and for an option by the holder to declare the entire unpaid balance due and payable if default in the payment of any Palin Note continues for fifteen (15) days after notice of default is received by Palin.

E. As Collateral for payment of the Palin Notes, Palin shall execute in favor of Entratter, a blanket mortgage on all of the assets owned by the Partnership on the Closing Date, except however, on those assets whereby the terms of outstanding loan documents the same is prohibited. Entratter agrees to execute and deliver any mortgage releases required by Palin in order to effect a sale of any of the mortgaged premises.

F. In the event that after the Closing Date, but prior to the time that the Palin Notes have been paid, Palin sells any of the assets owned by the Partnership on the

Closing Date, then fifty (50%) per cent of all cash received therefor by him shall be held in trust by him and paid by him to Entratter within ten (10) days after receipt of the same and such payment shall be treated as a prepayment hereunder. If, in connection with such sale, Palin also receives any purchase money mortgage(s), then within ten (10) days after receipt of the same, all of such mortgage(s) and all of the right, title and interest thereto and of any notes or obligations in connection therewith shall be assigned to Entratter by Palin as additional collateral for the unpaid balance of the Palin Notes and fifty (50%) per cent of payments of principal received therefor shall be retained by Entratter as a prepayment hereunder. The balance of principal payments as received together with all the interest received on such collateral shall belong to Palin and remitted to him by Entratter within five (5) days of receipt.

G. In the event that after the Closing Date, but prior to the time that the Palin Notes have been paid, Palin mortgages any of the assets owned by the Partnership on the Closing Date, or increases any mortgage or loan thereon, then fifty (50%) per cent of the net proceeds of any such mortgage or loan, or increase thereof, (i.e. after deducting customary and ordinary expenses), shall be held in trust by Palin and paid to Entratter within ten (10) days thereafter. Such payment to Entratter shall be treated as a prepayment hereunder.

II. If any loan due Entratter by the Partnership remains unpaid after the Palin Notes have been fully paid, then and in that event the provisions of paragraphs F. and G. above shall apply to said outstanding loan as to prepayment thereof.

I. Notwithstanding anything herein contained to the contrary, the unpaid balance of any loans, evidenced by notes or otherwise, due to Entratter, shall be paid according to the terms thereof, except that each installment payment of principal due thereunder shall be doubled with the result that payment of the unpaid balance shall thus be accelerated and paid within half the remaining time previously required.

(iii) If Palin shall fail to exercise his option to purchase Entratter's Partnership Interest pursuant to the Offer, Entratter may, within thirty (30) days after the expiration of the thirty (30) day period referred to in (e)(i) hereof, sell all of his Partnership Interest to the Offeror upon the terms and conditions of the Offer and upon so doing, shall be released from all liability hereunder arising after such sale.

(f) In the event that (i) there shall be filed by any partner, in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or, upon any such petition being filed against any



partner, and such petition being approved or any partner shall be adjudicated bankrupt or insolvent, or (ii) there shall be appointed a receiver or trustee of all or substantially all of the property of any partner and such receivership shall not be terminated within sixty (60) days after such appointment, or (iii) any partner shall make a general assignment for the benefit of creditors, or (iv) any partner shall take advantage of any insolvency act for the relief of debtors, or (v) an attachment shall be levied against the Partnership Interest of any partner, which attachment shall not be removed within thirty (30) days, or (vi) an execution shall be issued against the general property of any partner and shall remain unpaid, unsatisfied and unstayed pending appeal, for a period of thirty (30) days, the interest owned by such partner shall be offered for sale for the Agreed Value as provided in Article 19 hereof, and if accepted by the other partner within sixty (60) days thereof, the purchase price shall be paid in accordance with the provisions of paragraph 17(c) hereof as though one of the applicable events therein stated had occurred.

(g) Notwithstanding anything to the contrary contained in this Article 17, the terms, payments and other conditions contained herein shall be governed by and be subordinate to all the terms and conditions of the Okin Contract and other loan agreements existing at the time of the occurrence of the respective event under paragraphs 17(c), (d), (e) or (f).

(h) There shall be no customary real estate adjustments at any closing provided for in Article 17.

(i) In addition to any other documents to be executed and delivered at any closing contemplated under this Article, there shall also be executed and delivered by the parties thereto, a general release (with an effective date commencing one (1) year from the closing) running in favor of the Partnership and between the parties, excepting, however, the obligations that by their terms survive the closing, non Partnership transactions and claims as to prior partnership matters presented by the Seller prior to the effective date of said release.

18. Transfer to Family. Anything contained in this Agreement to the contrary notwithstanding, Entratter and Palin are under no restrictions as to the transfer by them of their interests, or portions of their interests, to their respective wives, mothers or fathers, or children, grandchildren, brothers or sisters of the age of twenty-one (21) years or older including trustees of a trust established solely for the benefit of a minor child or grandchild of Entratter or Palin (such respective trustees, individuals, their heirs and legal representatives hereinafter referred to as the "Family"); provided, however, that in the case of any such transfer by Entratter and Palin, the Family shall receive and hold said interest subject to the terms of this Agreement and for the purposes of this Agreement, such transferees, their legal representatives and heirs shall not be deemed a partner for the purpose of this Agreement, shall have no voice or other right to participate in the management of the business affairs of the Partnership,

but shall only have rights with respect to any distributions made thereafter applicable to such interest. For the purposes of Articles 17, 19 and 23 herein, the Partnership Interest so transferred to the Family as well as the interest of the transferring partner shall be treated as one Partnership Interest. Any Partnership Interest held by a Family transferee of the affected partner, (i.e. Entratter or Palin), upon the occurrence of any of the events described in Article 17 hereof, shall be voted in the same manner, to the same extent, and be subject to the same terms and conditions as if said interest would have been owned by such transferring partner at the occurrence of such event. In the event of the occurrence to Entratter or Palin of any of the events described in Article 17 herein, the interest owned by such partner in the Partnership, as well as such partnership interest as may be owned by his Family (by transfer), shall be subject to all the provisions of this Agreement and considered as owned by the transferring partner.

19. Agreed Value.

(a) The term "Agreed Value" shall mean the value of each parties interest in the Partnership and its assets (excluding however, obligations payable, if any, to the parties by the Partnership, which shall be paid according to their terms) as of the end of the fiscal year of the Partnership last preceding the date of any of the events referred to in Article 17. The parties agree that each year they will re-evaluate the

Agreed value by mutual agreement, said agreement to be made as of December 31st of the year in question or as soon thereafter as feasible commencing with the year ended December 31, 1971. The parties acknowledge and agree that until the next meeting of the parties to be held for the purposes of re-evaluation, the Agreed Value for each shall be \$450,000. For the purposes of convenience, the parties shall endorse the re-evaluated Agreed Value on Schedule "E" hereto which re-evaluated Agreed Value so stated shall be verified by the signatures of each of the parties. If the parties fail to make a re-evaluation of the Agreed Value, then the last Agreed Value shall control and in addition thereto for the first five (5) years commencing with December 31, 1971, there shall be added to the last Agreed Value for each year not so agreed upon, an additional One Hundred Thousand (\$100,000.00) Dollars per year.

(b) Notwithstanding anything to the contrary contained in subparagraph (a) above, if prior to the death, incompetency or bankruptcy of a party but subsequent to the last Agreed Value mutually agreed upon by the parties (ignoring any One Hundred Thousand (\$100,000.00) Dollar increases thereon) there has been distributed to the parties (including Family) (i) proceeds of sale of any Partnership property or (ii) proceeds from mortgage financing or refinancing (all herein called "the Reduction") then the last Agreed Value for the applicable

party (after any increase thereon because of any One Hundred Thousand (\$100,000.00) Dollar per year increases thereon) shall be reduced by the Reduction received by the deceased, incompetent or bankrupt party and his Family. A contract made on behalf of the Partnership for the acquisition of property shall be deemed to be included in the Agreed Value.

20. Closing. Any closing under this Agreement shall take place on the Closing Date at 10:00 o'clock in the forenoon at the offices of Dreyer and Traub, Esqs., 90 Park Avenue, in the City of New York, State of New York. At the closing, the Seller(s) shall deliver to the purchaser(s) such assignments as may be reasonably required or requested by the purchaser(s), together with such other and additional documentation as the purchaser(s) may reasonably request.

21. Obligations Not for Third Parties. All obligations of the partners to make capital contributions or any other contributions hereunder are intended for the sole benefit of the Partnership and the partners and shall not inure to the benefit of any creditor or other third party.

22. Termination.

22.1. Events of Termination. This Partnership shall terminate upon the first to occur of the following events:

(a) Upon notice by any partner if the other partner shall fail to perform his obligations hereunder and such failure shall continue for a period of at least forty-five (45) days after written notice thereof from the partner claiming such default. The partner desiring to terminate under this provision shall, after the expiration of the forty-five (45) day period, give one month's written notice of his intention to terminate.

(i) However, notwithstanding anything to the contrary in (a) above, Palin, at any time prior to the closing date of the Okin Contract, upon three (3) days notice to Entratter, may terminate the Partnership if Entratter shall fail to perform his obligations hereunder and such failure shall continue for a period of at least three (3) days after said notice.

(b) Upon the failure of any partner to agree upon any proposed action or non-action by the Partnership thereby resulting in the inability to carry on the business of the Partnership under normal standards of commercial reasonableness.

(c) Upon the sale of all of the Partnership real property and (corporate) stock investments.

(d) At the option of any partner, upon the purported assignment by any other partner of rights or delegation of obligations under this Agreement otherwise than as permitted in this Agreement.

(e) By mutual agreement of the partners.

(f) Upon the later of

(i) the date of death, adjudication of incompetency of either partner, or bankruptcy or insolvency as defined in paragraph 17(f); or

(ii) the date of any of the Closing Dates made effective as provided in Article 17 herein.

22.2 Distributions on Termination. Upon termination of the Partnership, a final audit shall be made by the Partnership's regular accountant and all of the property and assets of the Partnership shall be liquidated and distributed as follows:

(a) All of the property and assets, if any, other than cash, shall be sold within a period of three (3) years from the date of such termination. The partners shall have the right to bid on and purchase any or all of the property and assets being sold.

(b) All of the Partnership's debts and obligations, including any loans or advances from any partner, shall be paid in full, except that no funds shall be used to pay any "non-recourse" obligations.

(c) The remaining cash and other property, if any, shall be distributed to the partners in accordance with their respective interest in the Partnership (Article 7 hereof), irrespective of their then capital account balance.

23. Annual Review and Releases. The parties hereto shall have one (1) year from the date of receipt, to inspect the year end report prepared by the regular accountant for the Partnership. At the end of said time, it shall be deemed that (unless notice to the contrary has been sent) the parties have accepted said report as a true and accurate record of the operations of the Partnership for such fiscal year. Such year end report shall be conclusive and binding for all purposes and upon all the parties thereto and shall be deemed to release the parties of further accounting as to the matters set forth therein.

24. Waiver of Right of Partition. Each of the partners does hereby waive any right he may have to partition any property of the Partnership. It is agreed that this waiver may be enforced in any court having competent jurisdiction.

25. Notices. Any notice to be given to the Partnership by any party hereto or by any party thereto to any other party shall be in writing and shall be deemed duly given if and when telegraphed or mailed by United State registered or certified mail, if to the Partnership, to its address as set forth herein; if to a party, to the address of such party hereinabove set forth or as changed by notice of such party to the Partnership; and to



the other parties hereto, as in this Article 25 provided; except that any notice of change of address shall not be effective until received.

26. Merger; Modification of this Agreement. This Agreement represents the entire understanding of the parties and supersedes all prior arrangements, written or otherwise, between the parties with respect to the Partnership or any of its assets. This Agreement may not be changed or terminated orally, but only by an instrument in writing duly signed by the parties hereto.

27. Additional Documents. The parties hereto for themselves and their respective successors and assigns, covenant and agree to make, execute, acknowledge and deliver, at any time and from time to time, all instruments and papers necessary or proper to comply with and carry out or further perfect the purpose and intent of this Agreement.

28. Miscellaneous Provisions.

(a) Article titles or captions contained in this Agreement are for convenience and reference only, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

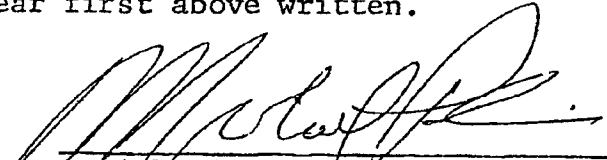
(b) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

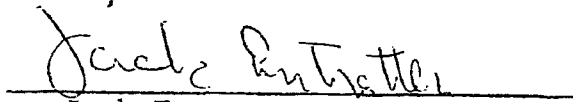
(c) This Agreement shall be construed and interpreted and all rights determined in accordance with the laws of the State of New York.

29. Agreement Binding on Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns, with the same force and effect as if they were parties hereto, subject to the terms, covenants and conditions herein set forth.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

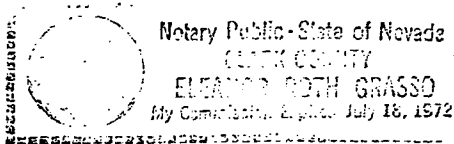
  
\_\_\_\_\_  
Michael Palin

  
\_\_\_\_\_  
Jack Entratter

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

On the /0 day of November , 1970, before me personally came ~~MICHAEL PALIN~~ and JACK ENTRATTER, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

*Eleanor Roth Grasso*  
Notary Public



STATE OF NEW YORK  
County OF NEW YORK

ON THE 12th day of November, 1970, before me personally came MICHAEL PALIN, to me known to be ONE of the individuals described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

*Howard Lee Boris*

HOWARD LEE BORIS  
Notary Public, State of New York  
No. 41-5388920  
Qualified in Queens County  
Commission Expires March 30, 1971 ✓

EXHIBIT "A"

THE PALIN PARTNERSHIP INTERESTS

12 East 46th St. Associates

260 West 35th St. Associates

EXHIBIT "C"

PALIN 25% CORPORATE INTERESTS

Bell Holding Corp.

Bluebird Holding Corp.

Centerport Industrial Center, Inc.

Doro Realty Corp.

Elisco Manufacturing Corp.

Elite Industrial Park, Inc.

Gem Operating Corp.

Gramercy Gardens, Inc.

Gramercy Homes, Inc.

Okin-Palin Construction Corp.

Rio Holding Corp.

Seville Construction Corp.

\*\* Topp Development Corp.

Turnpike Development Corp.

Walham Realty Corp.

\*\* Included in the purchase of Topp Development Corp. is Portside Industrial Center, Inc., which is a wholly owned subsidiary of Topp Development Corp.

EXHIBIT "B"

OKIN CONTRACT

EXHIBIT D

OPTION AGREEMENT

AGREEMENT made this <sup>18</sup> day of November, 1970, by  
and between MICHAEL PALIN, residing at 16 Sutton Place, New York,  
New York (hereinafter called "Palin"), and *E. & P.*

*ENTERPRISES CO*, a New York Partnership  
with offices c/o Michael Palin, 102 East 31st Street, New York,  
New York (hereinafter called the "Partnership").

In consideration of \$10.00 and other good and valuable  
consideration, receipt of which is hereby acknowledged, Palin  
hereby grants, bargains and sells to the Partnership, the exclusive  
option to purchase the twenty five (25%) per cent stock interest  
owned by him in the Corporations listed on Schedule "1" annexed  
hereto and made a part hereof, upon the following terms and  
conditions:

FIRST: This option and all rights and privileges hereunder  
shall be in full force and effect until November 30, 1970.

SECOND: This option is to be exercised by the Partner-  
ship by Entratter giving written notice to Palin within the time  
provided in Paragraph First for the exercise of this option. The  
closing thereof ("Closing") shall take place at 10:00 o'clock in  
the offices of Dreyer and Traub, Esqs., 90 Park Avenue, New York,

New York, no later than twenty (20) days after the date of the exercise of the option. At the Closing, Palin shall deliver to the Partnership an assignment and such other documents as may be ~~reasonably requested, including a representation that the stock~~ interest so sold is free and clear of all liens and encumbrances and that he is free to dispose of the same.

THIRD: The purchase price payable by the Partnership to Palin upon exercise of the option by it shall be SEVEN HUNDRED EIGHTY THOUSAND (\$780,000.00) DOLLARS, of which Ten Thousand (\$10,000.00) Dollars shall be paid to Palin at the Closing and the balance (as evidenced by a negotiable promissory note) payable in ten (10) equal installments of \$77,000.00 each on the First anniversary date of the Closing and yearly thereafter, together with accrued interest thereon computed at the rate of four (4%) per cent per annum.

FOURTH: The Partnership may not assign this option.

FIFTH: All notices required to be given under the terms of this Agreement shall be forwarded to the party to be notified, by Certified or Registered Mail, and shall be deemed to have been given when same is deposited, postage prepaid, in a postal depository, addressed to the other party at his or its address as herein set forth or such other address as any party may hereinafter designate.

SIXTH: This Agreement may not be changed, modified, or terminated, except by an agreement in writing executed by the party to be charged. This Agreement shall be binding upon and



enure to the benefit of the parties hereto, and their respective successors, heirs, administrators and permitted assigns. This Agreement may be executed in several counterparts each of which taken together shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

\_\_\_\_\_  
Michael Palin

By:

\_\_\_\_\_  
Jack Entratter, Partner

SCHEDULE "1"

Bell Holding Corp.

Bluebird Holding Corp.

Centerport Industrial Center, Inc.

Doro Realty Corp.

Elisco Manufacturing Corp.

Elite Industrial Park, Inc.

Gem Operating Corp.

Gramercy Gardens, Inc.

Gramercy Homes, Inc.

Okin-Palin Construction Corp.

Rio Holding Corp.

Seville Construction Corp.

\*\* Topp Development Corp.

Turnpike Development Corp.

Walham Realty Corp.

\*\* Included in the purchase of Topp Development Corp. is Portside Industrial Center, Inc., which is a wholly owned subsidiary of Topp Development Corp.

# **EXHIBIT E**

AMENDMENT OF PARTNERSHIP AGREEMENT

OF

E. & P. ENTERPRISES CO.

AGREEMENT made as of the 19<sup>th</sup> day of January, 1972 among MICHAEL PALIN individually, having an office at 102 East 31st Street, New York, New York, and MICHAEL PALIN, ROBERT SCHEIBER and SEYMOUR D. REICH as Trustees under Trust Indenture dated August 31, 1971 for the benefit of DEAN E. PALIN c/o Michael Palin, 102 East 31st Street, New York, New York, MICHAEL PALIN, ROBERT SCHEIBER and SEYMOUR D. REICH as Trustees under Trust Indenture dated August 31, 1971 for the benefit of ANDREA E. PALIN c/o Michael Palin, 102 East 31st Street, New York, New York and MICHAEL PALIN, ROBERT SCHEIBER and SEYMOUR D. REICH as Trustees under Trust Indenture dated August 31, 1971 for the benefit of DOROTHY E. PALIN c/o Michael Palin, 102 East 31st Street, New York, New York.

STATEMENT OF FACTS

Michael Palin and Jack Entratter entered into a partnership agreement (the "Agreement") dated as of November 10, 1970 to conduct the business of the partnership under the name of E. & P. Enterprises Co. (the "Partnership").

On March 11, 1971 Jack Entratter died. On August 31, 1971 Michael Palin assigned a portion of his partnership interest, namely a 2 1/2% interest in the Partnership to each of the aforementioned Trusts. Michael Palin purchased the partnership interest of Jack Entratter on November 17, 1971.

The parties hereto desire to amend the Agreement to reflect the withdrawal of the Estate of Jack Entratter as a partner in the Partnership and to make such other changes in the Agreement as hereinafter set forth.

NOW THEREFORE it is mutually agreed as follows:

1. Article 7 of the Agreement is hereby amended to read as follows:

"7. Proportionate Interest Capital Profits and Losses  
The interests of each of the partners of the Partnership capital income, profits and losses in the Partnership shall be as follows:

Michael Palin	92 1/2%
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of DEAN E. PALIN	2 1/2%
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of ANDREA E. PALIN	2 1/2%
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of DOROTHY E. PALIN	2 1/2%"

2. Paragraph A of Article 11 of the Agreement is hereby amended to read as follows:

"11(a): Management of the affairs of the Partnership and all policy decisions relating to the business of the Partnership shall be vested in Palin. Any deed, bill of sale, mortgage, lease, contract of sale, check or other commitment purporting to transfer or encumber the interest of the Partnership in all or any portion of any property (real or personal) at any time held in its name shall be signed on behalf of the Partnership by Palin alone and no party shall be required to further investigate the power of Palin to so bind the Partnership. Palin shall incur no liability for his decisions in connection with the powers given to him herein except however for wilful misconduct or gross negligence."

3. Except as specifically modified herein the parties hereby ratify all of the terms and conditions of the Agreement which shall remain in full force and effect.

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

On this 10<sup>th</sup> day of January, 1972, before me personally appeared MICHAEL PALIN, to me known and known to me to be the individual described in and who executed the foregoing instrument; and he thereupon acknowledged to me that he executed the same.

Louis W. Bauman  
Notary Public  
LOUIS W. BAUMAN  
Notary Public, State of New York  
No. 60-5216725  
Qualified in Westchester County  
Commission Expires March 30, 1972

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

On this 10<sup>th</sup> day of January, 1972 before me personally appeared MICHAEL PALIN, ROBERT SCHEIBER and SEYMOUR D. REICH, as co-trustees under Trust Indenture dated August 31, 1971 for the benefit of DEAN E. PALIN, ANDREA E. PALIN and DOROTHY E. PALIN, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they thereupon duly acknowledged to me that they executed the same.

Louis W. Bauman  
Notary Public  
LOUIS W. BAUMAN  
Notary Public, State of New York  
No. 60-5216725  
Qualified in Westchester County  
Commission Expires March 30, 1972

AMENDMENT OF PARTNERSHIP  
AGREEMENT OF

E. & P. ENTERPRISES CO.

LAW OFFICES  
DREYER AND TRAUB  
90 PARK AVENUE  
NEW YORK, N. Y. 10016

# **EXHIBIT F**





STATE OF NEW YORK  
COUNTY OF NEW YORK

BE IT REMEMBERED, that on this 17th day of December  
in the year One Thousand Nine Hundred and Seventy-Four  
a Notary Public of the State of New York,  
personally appeared IRVING OLANOFF,

who, being by me duly sworn on his oath, hath deposed and made proof to my satisfaction, that he  
is the Secretary of ELITE INDUSTRIAL PARK, INC.

the grantor named in the within Deed of Assignment; that MICHAEL PALIN  
is the President of said corporation; that the execution, as well as the making  
of this Instrument, has been duly authorized by a proper resolution of the board of directors of said  
corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to  
said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered  
by the President, as and for his voluntary act and deed and as and for the voluntary  
act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto  
as witness.

Subscribed and sworn to before me,  
at New York, New York  
the date aforesaid

*Irving Olanoff*  
Irving Olanoff, Secretary

*Michael S. Goodman*  
Notary Public

MICHAEL S. GOODMAN  
NOTARY PUBLIC, State of New York  
No. 41-1345223  
Qualified in Queens County  
Term Expires March 24, 75

RECEIVED  
DEC 27 5 58 AM '74  
STATE OF NEW YORK  
REGISTRY OF DEEDS

Prepared by:  
Michael S. Goodman, Esq.  
Deputy Notary Public  
90 East 42nd Street  
New York, New York 10017

U.S. Trust Company  
111 Broadway Place  
East Orange, N. J. 07018

ASSIGNMENT TO U.S. TRUST COMPANY

ELITE INDUSTRIAL PARK, INC.

X 1571  
X 2761  
TO

E & P ENTERPRISES CO.

Dec. December 17th, 19 74

STATE OF NEW JERSEY,  
COUNTY OF

BE IT REMEMBERED, that on this  
in the year One Thousand Nine Hundred and  
personally appeared  
before me, the subscriber,

who, I am satisfied,  
Assignment, and thereupon acknowledged that  
as the grantor mentioned in the within Deed of  
signed, sealed and delivered the same  
act and deed, for the uses and purposes therein expressed.

UPER 3177 R 160

# **EXHIBIT G**

SECOND AMENDMENT TO PARTNERSHIP AGREEMENT

OF

PALIN ENTERPRISES

SECOND AMENDMENT TO PARTNERSHIP AGREEMENT of PALIN ENTERPRISES, a New York general partnership with its principal place of business at 969 Third Avenue, Third Floor, New York, New York 10022 (the "Partnership"), made as of the 1st day of January, 1998 by and among PE REALTY CORP., a New Jersey corporation with offices at 969 Third Avenue, Third Floor, New York, New York 10022 ("PERC"), PALIN ENTERPRISES 2, L.P., a New Jersey limited partnership with offices at 969 Third Avenue, Third Floor, New York, New York 10022 ("PELP"), and MICHAEL PALIN, having an office at 969 Third Avenue, New York, New York, 10022 ("Palin").

W I T N E S S E T H :

WHEREAS, Palin and Jack Entratter entered into a partnership agreement dated as of November 10, 1970 to conduct the business of the partnership under the name E. & P. Enterprises Co. (the "Partnership");

WHEREAS, on March 11, 1971 Jack Entratter died. On August 31, 1971 Michael Palin assigned a 2.5% partnership interest to each of the Trust u/a 8/31/71 f/b/o Dean E. Palin (the "Dean Trust"), the Trust u/a 8/31/71 f/b/o Dorothy E. Palin (the "Dorothy Trust") and the Trust u/a 8/31/71 f/b/o Andrea E. Palin (the "Andrea Trust"). Michael Palin purchased the partnership interest of Jack Entratter on November 17, 1971;

WHEREAS, the Partners executed an Amendment of Partnership Agreement as of January 19, 1972;

WHEREAS, the partners changed the name of the Partnership to Palin Enterprises effective August 27, 1987, by filing an Amendment to its Certificate of Doing Business with the New York County Clerk on September 21, 1987;

WHEREAS, effective on December 31, 1997, the Dean Trust, the Dorothy Trust and the Andrea Trust assigned their interests in the Partnership to Dean E. Palin, Dorothy Palin Hulsh and Andrea Palin Fayer, respectively, who thereupon assigned such interests in the Partnership to PELP;

WHEREAS, effective as of the date hereof, Palin assigned a one and seventy-six one thousandths percent (1.076%) interest in the Partnership to PERC which thereupon assigned a seventy-six one thousandths percent (0.076%) interest in the Partnership to PELP; and

WHEREAS, the partners wish to amend the Partnership Agreement to reflect the foregoing transfers and to appoint PERC as managing partner of the Partnership.

NOW, THEREFORE, the parties agree that PELP and PERC are hereby admitted into the Partnership as general partners thereof and that the Partnership Agreement is hereby amended as follows:

1. Name and Office.

PELP, PERC and Palin (collectively, the "Partners") hereby agree to continue the Partnership as a partnership under the New York Partnership Law and agree to continue to conduct the Partnership's business under the name of Palin Enterprises. The principal office of the Partnership shall be maintained at 969 Third Avenue, Third Floor, New York, New York or at such other location as the Partners may from time to time unanimously select.

2. Proportionate Interest - Capital Profits and Losses.

Article 7 of the Agreement is hereby amended to read as follows:

7. Proportionate Interest in Capital, Profits and Losses. The interest of each of the partners in the Partnership's capital, income, profits and any losses of the Partnership shall be as follows:

Michael Palin	91.424%
Palin Enterprises, L.P.	7.576%
PE Realty Corp.	1.000%

3. Management.

Article 11(a) of the Agreement is hereby amended to read as follows:

(a) Management of the affairs of the Partnership and all policy decisions relating to the business of the Partnership shall be vested in PERC as managing partner (the "Managing Partner").

Any and all decisions concerning the business and affairs of the Partnership shall be made by PERC as the Managing Partner. No other partner shall have the right or the authority to bind the Partnership without the consent of the Managing Partner. Without limiting the generality of the foregoing, the Managing Partner shall have the power to do all things necessary or convenient to carry out the business and affairs of the Partnership, including, without limitation, the power:

(1) to acquire, own, sell, convey, assign, hypothecate, manage, maintain, or otherwise deal with the real and personal property owned by the Partnership (the "Property");

(2) to purchase, lease or otherwise acquire any real or personal property in connection with the ownership of the Property;

(3) to sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, grant options to purchase or otherwise dispose or encumber the Property;

(4) to open one or more depository accounts and make deposits into, and sign checks and make withdrawals against such accounts;

(5) execute, enter into and amend any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the acquisition, ownership, financing, refinancing and management of the Property, and the operation of the Partnership;

(6) to commence, prosecute or defend any proceeding in the Partnership's name;

(7) to participate with others in partnerships, joint ventures, limited liability companies and other associations and strategic alliances in connection with the ownership and/or operation of the Property;

(8) to form subsidiary entities to isolate components of the Partnership's businesses and assets from claims of creditors;

(9) to deposit, withdraw, invest, pay, retain and distribute the Partnership's funds in any manner not inconsistent with the provisions of this Partnership Agreement;

(10) bring or defend, pay, collect, compromise, arbitrate, resort to legal action or otherwise adjust claims or demands of or against the Partnership;

(11) to enter into and carry out contracts and agreements and any or all documents and instruments and do and perform all such other things as may be necessary in furtherance of the Partnership's purposes or appropriate to the conduct of the Partnership's activities;

(12) pay from the Partnership's assets all expenses of the formation of the Partnership and of conducting the business of the Partnership, including, without limitation, legal and accounting fees;



(13) retain, engage or employ at the expense of, and for the benefit of, the Partnership such persons as employees, consultants, accountants, attorneys, brokers, agents, and other professionals as the Managing Partner in its reasonable discretion shall deem advisable in connection with the business of the Partnership;

(14) engage in any kind of activity and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed under the laws of New York and in each jurisdiction where the Partnership has been qualified to do business;

(15) implement and perform the Partnership's obligations under all contracts, leases and other agreements to which the Partnership is a party;

(16) lease, finance, refinance, sell or otherwise dispose of all or any portion of the Property, and execute and deliver any and all agreements, documents, contracts, certificates or instruments which the Managing Partner determines, in its sole discretion, to be necessary or convenient in connection with any such matter.

(17) Any person dealing with the Partnership or the Managing Partner may rely upon a certificate signed by the Managing Partner as to:

(i) the identity of the Managing Partner and its authority;

(ii) the existence or non-existence of any fact or facts which constitute a condition precedent to the acts by the Managing Partner or in any other manner germane to the affairs of the Partnership;

(iii) the persons who are authorized to execute and deliver any instrument or document of the Partnership; and

(iv) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner;

(18) to cause the Partnership to convert, by sale, merger, reorganization, consolidation or otherwise, to any other type of business entity or to terminate the existence of the Partnership; and

(19) to execute and file the Articles and any other certificate or other instrument which may be required to be filed by the Partnership to transact business under the laws of the State of New York or any other foreign, federal or state government where the Partnership may transact business or any amendments thereto.

#### 4. Cleanup of Inapplicable Provisions.

Articles 9(a), 9(c), 10, 17(c), 17(d), 17(e), 17(f), 17(g), 19, 20, 22.1(a), 22.1(b), 22.1(d), and 22.1(f)(ii) of the Partnership Agreement are hereby deleted.

#### 5. Ratification of Existing Agreement.

In all other respects the Partnership Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this  
Second Amendment to Partnership Agreement of Palin Enterprises as  
of the date and year first above written.

PE REALTY CORP

By: 

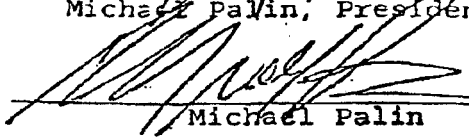
Michael Palin, President

PALIN ENTERPRISES, L.P.

BY: PE REALTY CORP. General Partner

By: 

Michael Palin, President

  
Michael Palin

# **EXHIBIT H**

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 08/09/2002  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** 1431 ASSOCIATES  
**Business Address:** 1431 BROADWAY  
NEW YORK, NY 10018-1906  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-354-0252  
**DUN's No.:** 07-279-8341

**Business Description**

**SIC Code:** 6512 NONRESIDENTIAL BUILDING OPERATOR

**Executive Information**

**Executive Name:** MICHAEL PALIN, OWNER

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 08/21/2000  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** 1431 ASSOCIATS  
**Business Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-752-5451  
**DUN's No.:** 15-996-9906

**Business Description**

**SIC Code:** 6531 REAL ESTATE AGENT/MANAGER

**Executive Information**

**Executive Name:** MICHAEL PALIN, PRINCIPAL

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 05/30/2009  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** 1431 ASSOCIATS  
**Business Address:** 1431 BROADWAY LBBY  
NEW YORK, NY 10018-1999  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**DUN's No.:** 16-004-4764

**Business Description**

**SIC Code:** 6531 REAL ESTATE AGENT/MANAGER

**Executive Information**

**Executive Name:** MICHAEL PALIN, MANAGER

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 10/12/2012  
**Database Last Updated:** 10/29/2012  
**Update Frequency:** QUARTERLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** 420 LINCOLN ROAD, INC.  
**Business Address:** 155 EAST 55TH STREET;SUITE 5F  
NEW YORK , NY  
10022

**Executive Information**

**Principal Name:** DAVID SACHS , PCD  
**Principal Address:** 155 EAST 55TH STREET, SUITE 5-F  
NEW YORK, NY 10022

**Principal Name:** MICHAEL PALIN , VD  
**Principal Address:** 235 PARK AVE SO.  
NEW YORK, NY 10003

**Principal Name:** MARVIN SACHS , SD  
**Principal Address:** 155 EAST 55TH STREET, SUITE 5-F  
NEW YORK, NY 10022

**Agent Name:** UNITED CORPORATE SERVICES, INC.  
**Agent Address:** 9200 SOUTH DADELAND BLVD.  
MIAMI , FL33156

END OF DOCUMENT



**Business Tracker Record****Source Information**

**Information Current Through:** 08/08/2013  
**Database Last Updated:** 09/07/2013  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** 511 E 80 ASSOC  
**Business Address:** 235 PARK AVE S # 8  
NEW YORK , NY 10003-1405 C044  
**County:** NEW YORK  
**Business Phone:** 212-673-4993

**Business Description**

**SIC Code:** 653118 REAL ESTATE

**Executive Information**

**Contact Name:** MICHAEL PALIN , OWNER

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 08/04/2012  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** 511 E 80TH ST ASSOCIATES  
**Business Address:** 235 PARK AVE S FL 8  
NEW YORK, NY 10003-1405  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-253-5000  
**DUN's No.:** 08-041-1739

**Business Description**

**Related Name(s):** CARARD MANAGEMENT  
**SIC Code:** 6531 REAL ESTATE AGENT/MANAGER

**Executive Information**

**Executive Name:** MICHAEL PALIN, PARTNER  
**Executive Name:** DAVID SACHSPARTNER  
**Executive Name:** MARVIN SACHSPARTNER

END OF DOCUMENT

**Business Tracker Record**

**Source Information**

**Information Current Through:** 09/28/2013  
**Database Last Updated:** 09/29/2013  
**Update Frequency:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** ARDCAR REALTY CORP.  
**Business Address:** ATTN: MARK A GOLDSMITH, ESQ.  
NEW YORK , NY  
10016

**Executive Information**

**Principal Name:** MICHAEL PALIN  
**Principal Address:** 235 PARK AVE SOUTH 8TH FLR  
NEW YORK, NY 10003

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 09/13/2008  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** ARDEN REALTY CO  
**Business Address:** 969 3RD AVE FRNT 3  
NEW YORK, NY 10022-2188  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-752-5451  
**DUN's No.:** 01-545-9423

**Business Description**

**SIC Code:** 6513 APARTMENT BUILDING OPERATOR

**Executive Information**

**Executive Name:** MICHAEL PALIN, OWNER

END OF DOCUMENT

**Business Tracker Record**

**Source Information**

**Information Current Through:** 09/28/2013  
**Database Last Updated:** 09/29/2013  
**Update Frequency:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** CAPITAL FIFTY-FIVE HARBOR CORP.  
**Business Address:** C/O PALIN ENTERPRISES  
NEW YORK , NY  
10022

**Executive Information**

**Principal Name:** MICHAEL PALIN  
**Principal Address:** 969 3RD AVE  
NEW YORK, NY 10022

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 08/08/2013  
**Database Last Updated:** 09/07/2013  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** CARARD MANAGEMENT CORP  
**Business Address:** 235 PARK AVE S # 8  
NEW YORK , NY 10003-1405 C044  
**County:** NEW YORK  
**Business Phone:** 212-673-4993

**Business Description**

**SIC Code:** 653118 REAL ESTATE

**Executive Information**

**Contact Name:** MICHAEL PALIN , OWNER

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 07/07/2012  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** CARARD MANAGEMENT CORP.  
**Business Address:** 235 PARK AVE S FL 8  
NEW YORK, NY 10003-1405  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-253-5000  
**DUN's No.:** 04-162-4420

**Business Description**

**SIC Code:** 6531 REAL ESTATE AGENT/MANAGER

**Executive Information**

**Executive Name:** MICHAEL PALIN, PRESIDENT  
**Executive Name:** TANIA WILLIAMSOFFICE MANAGER

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 09/26/2013  
**Database Last Updated:** 09/29/2013  
**Update Frequency:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** EAST WEST PERRIS PROPERTIES, LLC  
**Business Address:** 235 PARK AVE SOUTH 8TH FL  
NEW YORK , NY  
10003

**Executive Information**

**Principal Name:** MICHAEL PALIN  
**Principal Address:** 235 PARK AVE SOUTH 8TH FL  
NEW YORK, NY 10003  
**Principal Name:** DE REAL ESTATE  
**Agent Name:** JEROME HACKMAN  
**Agent Address:** 1111 SANTA MONICA BLVD  
LOS ANGELES , CA90025

END OF DOCUMENT



**Business Tracker Record****Source Information**

**Information Current Through:** 10/12/2012  
**Database Last Updated:** 10/29/2012  
**Update Frequency:** QUARTERLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** LAUDVILLE ASSOCIATES LTD.  
**Business Address:** 155 EAST 55TH ST., SUITE 5-F  
NEW YORK , NY  
10022

**Executive Information**

**Principal Name:** SACHS, MARVIN , G  
**Principal Address:** 155 E. 55TH ST.,#5F  
NEW YORK, NY

**Principal Name:** SACHS, DAVID , G  
**Principal Address:** 155 E. 55TH ST.,#5F  
NEW YORK, NY

**Principal Name:** PALIN, MICHAEL , G  
**Principal Address:** 969 THIRD AVE.  
NEW YORK, NY

**Principal Name:** GREAT UNIVERSAL DEVE FLA , G  
**Principal Address:** 2301 S OCEAN AVE  
HOLLYWOOD, FL

**Agent Name:** RICHARD SIEGEL  
**Agent Address:** 1411 MAPLE FOREST DRIVE  
CLEARWATER , FL34624

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 07/06/2012  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** LIEBMAN ENTERTNMNT LLC  
**Business Address:** 235 PARK AVE S FL 12  
NEW YORK, NY 10003-1413  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-982-6666  
**DUN's No.:** 62-520-6359

**Business Description**

**SIC Code:** 7929 ENTERTAINER/ENTERTAINMENT GROUP

**Executive Information**

**Executive Name:** MICHAEL PALIN, PRINCIPAL

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 01/10/2009  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** M P PROPERTIES INC  
**Business Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**DUN's No.:** 83-750-9298

**Business Description**

**SIC Code:** 6531 REAL ESTATE AGENT/MANAGER

**Executive Information**

**Executive Name:** MICHAEL PALIN, PRESIDENT

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 07/21/2012  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** MENDELSON GROUP  
**Business Address:** 969 3RD AVE FRNT 3  
NEW YORK, NY 10022-2188  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-371-1901  
**DUN's No.:** 02-174-1010

**Business Description**

**SIC Code:** 7389 BUSINESS SERVICES

**Executive Information**

**Executive Name:** MICHAEL PALIN, PRINCIPAL

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 09/28/2013  
**Database Last Updated:** 09/29/2013  
**Update Frequency:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PAL CONSULTING AND MANAGEMENT CORP.  
**Business Address:** 235 PARK AVENUE SOUTH  
NEW YORK , NY  
10003

**Executive Information**

**Principal Name:** MICHAEL PALIN  
**Principal Address:** 235 PARK AVE SOUTH  
NEW YORK, NY 10003  
**Agent Name:** GARY ADELMAN  
**Agent Address:** PALIN ENTERPRISES , 235 PARK AVENUE SOUTH  
NEW YORK , NY10003

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 08/30/2012  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 107 TRUMBULL ST STE 101  
ELIZABETH, NJ 07206-2171  
**County:** UNION  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-908-355-2344  
**DUN's No.:** 01-562-5908

**Business Description**

**SIC Code:** 6512 NONRESIDENTIAL BUILDING OPERATOR

**Executive Information**

**Executive Name:** MICHAEL PALIN, MGR

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 12/03/2011  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 515 DOWD AVE  
ELIZABETH, NJ 07201-2103  
**County:** UNION  
**Country:** USA  
**Region:** NORTH AMERICA  
**DUN's No.:** 01-080-9967

**Business Description**

**SIC Code:** 5085 WHOL INDUSTRIAL SUPPLIES

**Executive Information**

**Executive Name:** MICHAEL PALIN, PRESIDENT

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 10/29/2011  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 235 PARK AVE S FL 8  
NEW YORK, NY 10003-1405  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-253-5000  
**DUN's No.:** 06-499-1151

**Business Description**

**SIC Code:** 6512 NONRESIDENTIAL BUILDING OPERATOR

**Executive Information**

**Executive Name:** MICHAEL PALIN, PARTNER  
**Executive Name:** ANDREA PALINPARTNER  
**Executive Name:** DEAN PALINPARTNER  
**Executive Name:** DOROTHY PALINPARTNER  
**Executive Name:** GARY ADELMANCONTROLLER



END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 08/08/2013  
**Database Last Updated:** 09/07/2013  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 235 PARK AVE S # 8  
NEW YORK , NY 10003-1405 C044  
**County:** NEW YORK  
**Business Phone:** 212-253-5000

**Business Description**

**SIC Code:** 653108 REAL ESTATE MANAGEMENT

**Executive Information**

**Contact Name:** MICHAEL PALIN , OWNER

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 09/28/2013  
**Database Last Updated:** 09/29/2013  
**Update Frequency:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN PROPERTIES, INC.  
**Business Address:** 969 THIRD AVENUE  
NEW YORK , NY  
10022

**Executive Information**

**Principal Name:** MICHAEL PALIN  
**Principal Address:** 969 THIRD AVENUE  
NEW YORK, NY 10022

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 09/26/2013  
**Database Last Updated:** 09/29/2013  
**Update Frequency:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PARKWEST PERRIS ASSOCIATES, LLC  
**Business Address:** 235 PARK AVE SOUTH 8TH FL  
NEW YORK , NY  
10003

**Executive Information**

**Principal Name:** MICHAEL PALIN  
**Principal Address:** 235 PARK AVE SOUTH 8TH FL  
NEW YORK, NY 10003  
**Principal Name:** DE REAL ESTATE  
**Agent Name:** JEROME HACKMAN  
**Agent Address:** 1111 SANTA MONICA BLVD  
LOS ANGELES , CA90025

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 09/28/2013  
**Database Last Updated:** 09/29/2013  
**Update Frequency:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PS 56TH STREET COMPANY, INC.  
**Business Address:** 235 PARK AVE S  
NEW YORK , NY  
10003

**Executive Information**

**Principal Name:** MICHAEL PALIN  
**Principal Address:** 235 PARK AVE S  
NEW YORK, NY 10003

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 09/28/2013  
**Database Last Updated:** 09/29/2013  
**Update Frequency:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PS 57TH STREET REALTY, INC.  
**Business Address:** 235 PARK AVE S  
NEW YORK , NY  
10003

**Executive Information**

**Principal Name:** MICHAEL PALIN  
**Principal Address:** 235 PARK AVE S  
NEW YORK, NY 10003

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 08/30/2012  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 107 TRUMBULL ST STE 101  
ELIZABETH, NJ 07206-2171  
**County:** UNION  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-908-355-2344  
**DUN's No.:** 01-562-5908

**Business Description**

**SIC Code:** 6512 NONRESIDENTIAL BUILDING OPERATOR

**Executive Information**

**Executive Name:** MICHAEL PALIN, MGR

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 12/03/2011  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 515 DOWD AVE  
ELIZABETH, NJ 07201-2103  
**County:** UNION  
**Country:** USA  
**Region:** NORTH AMERICA  
**DUN's No.:** 01-080-9967

**Business Description**

**SIC Code:** 5085 WHOL INDUSTRIAL SUPPLIES

**Executive Information**

**Executive Name:** MICHAEL PALIN, PRESIDENT

END OF DOCUMENT



**Business Tracker Record****Source Information**

**Information Current Through:** 08/08/2013  
**Database Last Updated:** 09/07/2013  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 107 TRUMBULL ST # 101  
ELIZABETH , NJ 07206-2171 C001  
**County:** UNION  
**Business Phone:** 908-355-0159

**Business Description**

**SIC Code:** 653108 REAL ESTATE MANAGEMENT

END OF DOCUMENT

**Business Tracker Record**

**Source Information**

**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 107 TRUMBULL ST  
ELIZABETH , NJ 07206 - 2165 C001  
**County:** UNION  
**Business Phone:** 908-289-2671

**Business Description**

**SIC Code:** 999977 NONCLASSIFIED ESTABLISHMENTS

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Completed Analysis Date:** 10/29/2011  
**Database Last Updated:** 12/08/2012  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 235 PARK AVE S FL 8  
NEW YORK, NY 10003-1405  
**County:** NEW YORK  
**Country:** USA  
**Region:** NORTH AMERICA  
**Business Phone:** 0001-212-253-5000  
**DUN's No.:** 06-499-1151

**Business Description**

**SIC Code:** 6512 NONRESIDENTIAL BUILDING OPERATOR

**Executive Information**

**Executive Name:** MICHAEL PALIN, PARTNER  
**Executive Name:** ANDREA PALINPARTNER  
**Executive Name:** DEAN PALINPARTNER  
**Executive Name:** DOROTHY PALINPARTNER  
**Executive Name:** GARY ADELMANCONTROLLER

END OF DOCUMENT

**Business Tracker Record****Source Information**

**Information Current Through:** 08/08/2013  
**Database Last Updated:** 09/07/2013  
**Current Date:** 10/04/2013  
**Source:** Data by Infogroup, Copyright © 2013, All Rights Reserved.

**Business Information**

**Business Name:** PALIN ENTERPRISES  
**Business Address:** 235 PARK AVE S # 8  
NEW YORK , NY 10003-1405 C044  
**County:** NEW YORK  
**Business Phone:** 212-253-5000

**Business Description**

**SIC Code:** 653108 REAL ESTATE MANAGEMENT

**Executive Information**

**Contact Name:** MICHAEL PALIN , OWNER

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 102 EAST 31ST STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 102 EAST 31ST STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 102 31ST ST  
NEW YORK, NY 10016-6869  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 0886-0086  
**Property Type:** APARTMENT  
**Land Use:** APARTMENT

**Transaction Information**

**Transaction Date:** 01/02/2007  
**Seller Name:** ARDCAR REALTY CO  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 06/06/2008  
**Document Number:** 227519

**Title Company:** COMMONWEALTH LAND TITLE INS  
**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 102 EAST 31ST STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 102 EAST 31ST STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 102 31ST ST  
NEW YORK, NY 10016-6869  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 0886-0086  
**Property Type:** APARTMENT  
**Land Use:** APARTMENT

**Transaction Information**

**Transaction Date:** 04/28/2009  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$1,157,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED



**Mortgage Date:** 04/28/2009  
**Lender Name:** NEW YORK CMNTY BK  
**Lender Address:** 1 JERICHO PLZJERICHO, NY 11753-1680  
**Recording Date:** 05/15/2009  
**Document Number:** 145156  
**Title Company:** CHICAGO TITLE INSURANCE COMPAN  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 1431 ASSOCIATES LLC  
**Ownership Rights:** CORPORATION  
**Corporate Owner:** YES  
**Additional Owner #1:** 1431 ASSOCIATES LLC  
**Owner Rights:** CORPORATION  
**Property Address:** 1431 BROADWAY  
NEW YORK, NY 10018-1906  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 0993-0007  
**Property Type:** OFFICE BUILDING  
**Land Use:** OFFICE BUILDING

**Transaction Information**

**Transaction Date:** 06/12/2006  
**Deed Type:** DEED OF TRUST  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$3,247,259.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 06/12/2006  
**Interest Rate:** FIXED

**Lender Name:** WASHINGTON MUTUAL BK  
**Lender Address:** PO BOX 9178 COPPELL, TX 75019-9178  
**Recording Date:** 06/16/2006  
**Document Number:** 343226  
**Title Company:** COMMONWEALTH LAND TITLE INS  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** 145 WEST STREE LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 519 DOWD AVE  
ELIZABETH, NJ 07201-2103  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04-00001-0000-00101-B  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 05/31/2013  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE MODIFICATION AGREEMNT  
**Type of Transaction:** CONSTRUCTION LOAN  
**Mortgage Amount:** \$71,500,000.00  
**Mortgage Term:** 1 YEARS  
**Mortgage Deed Type:** MORTGAGE MODIFICATION AGREEMNT  
**Mortgage Date:** 05/31/2013  
**Mortgage Due Date:** 06/01/2014

**Lender Name:** MANUFACTURERS & TRADERS TR CO  
**Lender Address:** NEW YORK, NY 10022  
**Recording Date:** 06/06/2013  
**Document Number:** 572143  
**Recording Book/Page:** Book 13592, Page 701  
**Title Company:** COMMONWEALTH LAND TITLE INS

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, KINGS, NEW YORK

**Owner Information**

**Owner(s):** 157-159 WEST STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 157-159 WEST STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 159 WEST ST  
BROOKLYN, NY 11222-1501  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** KINGS  
**Assessor's Parcel Number:** 02530-0055  
**Property Type:** WAREHOUSE  
**Land Use:** WAREHOUSE

**Transaction Information**

**Transaction Date:** 09/10/2007  
**Seller Name:** 157 WEST STREET LLC  
**Sale Price:** \$2,750,000.00  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 09/13/2007

**Document Number:** 472978  
**Title Company:** COMMONWEALTH LAND TITLE INS  
**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** CASH  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, KINGS, NEW YORK

**Owner Information**

**Owner(s):** 157-159 WEST STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 157-159 WEST STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 157 WEST ST  
BROOKLYN, NY 11222-1501  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** KINGS  
**Assessor's Parcel Number:** 02530-0056  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 09/10/2007  
**Seller Name:** 157 WEST STREET LLC  
**Sale Price:** \$2,750,000.00  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 09/13/2007



**Document Number:** 472978  
**Title Company:** COMMONWEALTH LAND TITLE INS  
**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** CASH  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 232-234 EAST 77TH STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 232-234 EAST 77TH STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 232 77TH ST  
NEW YORK, NY 10075-2115  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1431-0037  
**Property Type:** APARTMENT  
**Land Use:** APARTMENT

**Transaction Information**

**Transaction Date:** 01/02/2007  
**Seller Name:** ARDCAR REALTY CO  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 05/09/2008  
**Document Number:** 188088

**Title Company:** COMMONWEALTH LAND TITLE INS  
**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** CASH  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 232-234 EAST 77TH STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 232-234 EAST 77TH STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 234 77TH ST  
NEW YORK, NY 10075-2129  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1431-0036  
**Property Type:** APARTMENT  
**Land Use:** APARTMENT

**Transaction Information**

**Transaction Date:** 01/02/2007  
**Seller Name:** ARDCAR REALTY CO  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 05/09/2008  
**Document Number:** 188088

**Title Company:** COMMONWEALTH LAND TITLE INS  
**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** CASH  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 232-234 EAST 77TH STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 232-234 EAST 77TH STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 232 77TH ST  
NEW YORK, NY 10075-2115  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1431-0037  
**Property Type:** APARTMENT  
**Land Use:** APARTMENT

**Transaction Information**

**Transaction Date:** 04/28/2009  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$3,500,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED

**Mortgage Date:** 04/28/2009  
**Lender Name:** NEW YORK CMNTY BK  
**Lender Address:** 1 JERICHO PLZJERICHO, NY 11753-1680  
**Recording Date:** 05/15/2009  
**Document Number:** 145150  
**Title Company:** CHICAGO TITLE INSURANCE COMPAN  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 235 EAST 80TH STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 235 EAST 80TH STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 235 80TH ST UNIT 37  
NEW YORK, NY 10075-0526  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1526-0017  
**Property Type:** RESIDENTIAL CONDOMINIUM  
**Land Use:** APARTMENT

**Transaction Information**

**Transaction Date:** 01/02/2007  
**Seller Name:** ARDEN REALTY CO  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 05/01/2008  
**Document Number:** 175945



**Title Company:** COMMONWEALTH LAND TITLE INS  
**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 235 PARK AVENUE SOUTH LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (OCCUPIED)  
**Property Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 0875-0001  
**Property Type:** OFFICE BUILDING  
**Land Use:** OFFICE BUILDING

**Transaction Information**

**Transaction Date:** 11/16/2010  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$3,225,302.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 11/16/2010  
**Lender Name:** SOVEREIGN BK

**Lender Address:** 195 MONTAGUE STBROOKLYN, NY 11201-3628  
**Recording Date:** 12/03/2010  
**Document Number:** 406244  
**Title Company:** COMMONWEALTH LAND TITLE INS  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** 503-513 DOWD LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 503 DOWD AVE  
ELIZABETH, NJ 07201  
**Mailing Address:** C/O PALIN ENTS  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04-00001-00101-000A  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 06/30/2011  
**Seller Name:** PALIN ENTERPRISES  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 07/07/2011  
**Document Number:** 225114  
**Recording Book/Page:** Book 5869, Page 108  
**Title Company:** LAND TITLE AGENCY INC

**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 511 EAST 80TH STREET LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** 511 EAST 80TH STREET LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 511 80TH ST  
NEW YORK, NY 10021-0736  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1577-0008  
**Property Type:** APARTMENT  
**Land Use:** APARTMENT

**Transaction Information**

**Transaction Date:** 11/16/2006  
**Seller Name:** 511 EAST 80TH ST ASSOCIATES  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Mortgage Amount:** \$6,000,000.00  
**Mortgage Type:** CONVENTIONAL

**Mortgage Deed Type:** MORTGAGE MODIFICATION AGREEMNT  
**Lender Name:** US LIFE INS CO  
**Lender Address:** 1999 AVENUE OF THE STARS FL 38LOS ANGELES, CA  
90067-6022  
**Recording Date:** 01/03/2007  
**Document Number:** 3198  
**Title Company:** COMMONWEALTH LAND TITLE INS  
**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** MORTGAGE  
**2nd Mortgage Amount:** \$1,689,622.00  
**2nd Mortgage Type:** CONVENTIONAL  
**2nd Mortgage Deed Type:** MORTGAGE DEED

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** 515-519 DOWD LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 515 DOWD AVE  
ELIZABETH, NJ 07201-2103  
**Mailing Address:** C/O PALIN ENTS  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04-00001-00101-00A1  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 06/30/2011  
**Seller Name:** PALIN ENTERPRISES  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 07/07/2011  
**Document Number:** 225115  
**Recording Book/Page:** Book 5869, Page 114  
**Title Company:** LAND TITLE AGENCY INC



**Construction Type:** SALE IS A RE-SALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** CAPITAL PROPERTIES CO  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** CAPITAL PROPERTIES CO  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 210 58TH ST UNIT 218  
NEW YORK, NY 10022-2030  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1331-0039  
**Property Type:** RESIDENTIAL CONDOMINIUM  
**Land Use:** APARTMENT

**Transaction Information**

**Transaction Date:** 12/05/2007  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$4,415,026.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED

**Mortgage Date:** 12/05/2007  
**Interest Rate:** FIXED RATE LOAN  
**Lender Name:** WASHINGTON MUTUAL BK  
**Lender Address:** PO BOX 9178 COPPELL, TX 75019-9178  
**Recording Date:** 12/17/2007  
**Document Number:** 615658  
**Title Company:** ALL AMERICAN ABSTRACT INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** CAPITAL PROPERTIES CO  
**Ownership Rights:** PARTNERSHIP  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** CAPITAL PROPERTIES CO  
**Owner Rights:** PARTNERSHIP  
**Property Address:** 151 55TH ST  
NEW YORK, NY 10022  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1310-0027  
**Property Type:** OFFICE BUILDING  
**Land Use:** OFFICE BUILDING

**Transaction Information**

**Transaction Date:** 06/23/2008  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$6,670,832.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED

**Mortgage Date:** 06/23/2008  
**Interest Rate:** FIXED RATE LOAN  
**Lender Name:** WASHINGTON MUTUAL BK  
**Lender Address:** 3929 W JOHN CARPENTER FWYIRVING, TX 75063-2909  
**Recording Date:** 07/03/2008  
**Document Number:** 265484  
**Title Company:** ALL AMERICAN ABSTRACT INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, GLOUCESTER, NEW JERSEY

**Owner Information**

**Owner(s):** CROSSINGS APARTMENT CO  
**Corporate Owner:** YES  
**Partial Interest:** YES  
**Property Address:** 515 MULLICA HILL RD  
GLASSBORO, NJ 08028-1061  
**Mailing Address:** C/O PALIN ENTERPRISES IN  
969 THIRD AVE  
NEW YORK, NY 10022

**Property Information**

**County:** GLOUCESTER  
**Assessor's Parcel Number:** 0600362000000006  
**Property Type:** APARTMENT

**Transaction Information**

**Transaction Date:** 06/04/1998  
**Deed Type:** DEED OF TRUST  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$206,640.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Interest Rate:** FIXED  
**Lender Name:** DIME SVGS BK/NY  
**Lender Address:** UNIONDALE, NY 11556  
**Recording Date:** 06/10/1998  
**Recording Book/Page:** Book 3688, Page 309

**Title Company:** LAND TITLE AGENCY INC  
**Purchase Payment:** MORTGAGE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/19/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, HUDSON, NEW JERSEY

**Owner Information**

**Owner(s):** GATES ROAD ASSOC LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 134 GARFIELD AVE  
JERSEY CITY, NJ 07305-2479  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** HUDSON  
**Assessor's Parcel Number:** 06-01405-0000-0000W  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 11/17/2011  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$3,500,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 11/17/2011  
**Lender Name:** STATE BK/LONG ISLAND



**Lender Address:** 2 JERICHO PLZJERICHO, NY 11753-1658  
**Recording Date:** 11/28/2011  
**Document Number:** 133360  
**Recording Book/Page:** Book 17800, Page 298  
**Title Company:** LAND TITLE AGENCY INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LINDELL CORP  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 1400 ELIZABETH AVE  
LINDEN, NJ 07036-6321  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 09-00422-0000-00016  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 03/15/2013  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$463,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 03/15/2013  
**Lender Name:** BANK OF AMERICA

**Lender Address:** NEW YORK, NY 10036  
**Recording Date:** 03/19/2013  
**Document Number:** 567723  
**Recording Book/Page:** Book 13538, Page 513  
**Title Company:** LAND TITLE AGENCY INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LINDELL CORP  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 1500 ELIZABETH AVE  
LINDEN, NJ 07036-6323  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 09-00422-0000-00017  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 03/15/2013  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$463,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 03/15/2013  
**Lender Name:** BANK OF AMERICA

**Lender Address:** NEW YORK, NY 10036  
**Recording Date:** 03/19/2013  
**Document Number:** 567723  
**Recording Book/Page:** Book 13538, Page 513  
**Title Company:** LAND TITLE AGENCY INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LOUSONS 1040 PW LLC  
**Corporate Owner:** YES  
**Property Address:** LOUSONS RD  
UNION, NJ 07083  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00023  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** GRA-GRAND REALTY  
**Sale Price:** \$25,000.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 52  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the

local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LOUSONS 1061 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 1061 LOUSONS RD  
UNION, NJ 07083-5029  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00035  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** JOTOD REALTY COMPANY  
**Sale Price:** \$1,047,712.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 61  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the



local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LOUSONS 1070 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 1070 LOUSONS RD  
UNION, NJ 07083-5030  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00025  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** LODOR REALTY ASSOCIATES  
**Sale Price:** \$405,917.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 58  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the

local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LOUSONS 1075 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 1075 LOUSONS RD  
UNION, NJ 07083-5029  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00034  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** TREBOR REALTY CO  
**Sale Price:** \$701,806.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 64  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the

local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LOUSONS 1080 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 1080 LOUSONS RD  
UNION, NJ 07083-5030  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00026  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** DOLO REALTY CO  
**Sale Price:** \$558,436.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 67  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the

local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LOUSONS 1090 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 1090 LOUSONS RD  
UNION, NJ 07083-5030  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00027  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** B W LEVINE REALTY COMPANY  
**Sale Price:** \$536,514.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 70  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the



local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LOUSONS 1100 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 1100 LOUSONS RD  
UNION, NJ 07083-5030  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00028  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** BERBIL CO  
**Sale Price:** \$411,829.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 79  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the

local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** LOUSONS 1112 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 1112 LOUSONS RD  
UNION, NJ 07083-5030  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00029  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** IDEAL TRADE CO  
**Sale Price:** \$442,020.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 76  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the

local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/13/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY RECORDS, NEW CASTLE, DELAWARE

**Owner Information**

**Owner(s):** MAIN PW LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** MAIN PW LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 1001 OGLETOWN RD  
NEWARK, DE 19711-5413  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ 07206-2165

**Property Information**

**County:** NEW CASTLE  
**Assessor's Parcel Number:** 09 021.00 012  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 02/15/2007  
**Seller Name:** TIN INC  
**Sale Price:** \$10.00  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Mortgage Amount:** \$4,500,000.00

**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 02/15/2007  
**Interest Rate:** ADJUSTABLE INT RATE LOAN  
**Lender Name:** WASHINGTON MUTUAL BK  
**Lender Address:** PO BOX 9178 COPPELL, TX 75019-9178  
**Recording Date:** 02/16/2007  
**Document Number:** 15591  
**Construction Type:** SALE IS A RE-SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** MORRIS 2343 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 2343 MORRIS AVE  
UNION, NJ 07083-5702  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ 07026

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00022  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** GRA-GRAND REALTY  
**Sale Price:** \$1,749,366.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Mortgage Amount:** \$6,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Interest Rate:** FIXED  
**Lender Name:** DIME SVGS BK/NY  
**Lender Address:** UNIONDALE, NY 11556  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 49



**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** MORTGAGE  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** MORRIS 2357 PW LLC  
**Corporate Owner:** YES  
**Property Address:** 2357 MORRIS AVE  
UNION, NJ 07083-5702  
**Mailing Address:** C/O PALIN ENTERPRISES  
107 TRUMBULL ST  
ELIZABETH, NJ 07026

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04303-0000-00021  
**Property Type:** VACANT

**Transaction Information**

**Transaction Date:** 03/12/1999  
**Seller Name:** GRA-GRAND REALTY  
**Sale Price:** \$25,000.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Mortgage Amount:** \$6,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Interest Rate:** FIXED  
**Lender Name:** DIME SVGS BK/NY  
**Lender Address:** UNIONDALE, NY 11556  
**Recording Date:** 03/26/1999  
**Recording Book/Page:** Book 4796, Page 45

**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** MORTGAGE  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN ENTERPRISES  
**Corporate Owner:** YES  
**Property Address:** 519 DOWD AVE  
ELIZABETH, NJ 07201-2103  
**Mailing Address:** 969 THIRD AVE  
NEW YORK, NY 10022

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 0400001000000101000B  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 04/08/1998  
**Deed Type:** DEED OF TRUST  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$1,971,124.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Interest Rate:** FIXED  
**Lender Name:** EUROPEAN AMERICAN BK  
**Lender Address:** UNIONDALE, NY 11555  
**Recording Date:** 04/14/1998  
**Recording Book/Page:** Book 6631, Page 175  
**Title Company:** LAND TITLE AGENCY INC  
**Refinance Loan:** LOAN TO VALUE IS NORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN ENTERPRISES  
**Corporate Owner:** YES  
**Property Address:** 553 DOWD AVE  
ELIZABETH, NJ 07201-2103  
**Mailing Address:** C/O PALIN ENTERPRISES IN  
969 THIRD AVE  
NEW YORK, NY 10022

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 040000100000010100C2  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 05/14/1998  
**Deed Type:** DEED OF TRUST  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$4,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Interest Rate:** FIXED  
**Lender Name:** DIME SVGS BK/NY  
**Lender Address:** UNIONDALE, NY 11556  
**Recording Date:** 05/27/1998  
**Recording Book/Page:** Book 6693, Page 103  
**Title Company:** LAND TITLE AGENCY INC

**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN ENTERPRISES  
**Ownership Rights:** PARTNERSHIP  
**Corporate Owner:** CORPORATE OWNER  
**Property Address:** DOWD AVE  
ELIZABETH, NJ 07201  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04-00001-00101-000B  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 05/01/2011  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE MODIFICATION AGREEMNT  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$2,821,988.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 5 YEARS  
**Mortgage Deed Type:** MORTGAGE MODIFICATION AGREEMNT  
**Mortgage Date:** 05/01/2011  
**Mortgage Due Date:** 05/01/2016  
**Lender Name:** MANUFACTURERS & TRADERS TR CO



**Lender Address:** 350 PARK AVENUE NEW YORK, NY 10022-6022  
**Recording Date:** 06/16/2011  
**Document Number:** 530365  
**Recording Book/Page:** Book 13129, Page 232  
**Title Company:** ATTORNEY ONLY

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN ENTERPRISES  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 519 DOWD AVE  
ELIZABETH, NJ 07201-2103  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 04-00001-00101-000B  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 05/30/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$85,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 05/30/2012  
**Lender Name:** MANUFACTURERS & TRADERS TR CO  
**Lender Address:** NEW YORK, NY 10022

**Recording Date:** 06/12/2012  
**Document Number:** 550135  
**Recording Book/Page:** Book 13344, Page 311  
**Title Company:** LAND TITLE AGENCY INC  
**Refinance Loan:** LOAN TO VALUE IS LESS THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Tax Assessor Record****Source Information**

**Tax Roll Certification Date:** 01/10/2010  
**Owner Information Current Through:** 06/26/2013  
**County Last Updated:** 08/06/2013  
**Current Date:** 10/04/2013  
**Source:** TAX ASSESSOR MIDDLESEX, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN ENTERPRISES  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Property Address:** 125 NATIONAL RD  
EDISON, NJ 08817-2810  
**Mailing Address:** 235 PARK AVE S 8TH  
NEW YORK, NY 10003-1405  
**Phone:** 212-253-5000

**Property Information**

**County:** MIDDLESEX  
**Assessor's Parcel Number:** 05-00048-0000-00007-A3  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)  
**Zoning:** LI  
**Lot Size:** 150282  
**Lot Acreage:** 3.4500  
**Municipality:** EDISON TWP  
**Block Number:** 48  
**Lot Number:** 7.A3

**Tax Assessment Information**

**Tax Year:** 2011  
**Calculated Land Value:** \$552,000.00  
**Calculated Improvement Value:** \$208,200.00

<b>Calculated Total Value:</b>	\$760,200.00
<b>Assessed Land Value:</b>	\$552,000.00
<b>Assessed Improvement Value:</b>	\$208,200.00
<b>Assessed Total Value:</b>	\$760,200.00
<b>Market Land Value:</b>	\$552,000.00
<b>Market Improvement Value:</b>	\$208,200.00
<b>Market Total Value:</b>	\$760,200.00
<b>Valuation Method:</b>	ASSESSED
<b>Tax Amount:</b>	\$34,041.76

#### **Building/Improvement Characteristics**

<b>Number of Buildings:</b>	1
<b>Total Area:</b>	1502823.45 AC
<b>Number of Stories:</b>	1.00
<b>Exterior Wall Type:</b>	BRICK

#### **Last Full Market Sale Information**

<b>Sale Date:</b>	12/21/1988
<b>Deed Type:</b>	GRANT DEED
<b>Type of Sale:</b>	RESALE
<b>Recording Book/Page:</b>	Book 3752, Page 693

#### **Previous Transaction Information**

<b>Sale Date:</b>	10/25/1979
<b>Sale Price:</b>	\$175,881.00

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Tax Assessor Record****Source Information**

**Tax Roll Certification Date:** 01/10/2010  
**Owner Information Current Through:** 06/26/2013  
**County Last Updated:** 08/06/2013  
**Current Date:** 10/04/2013  
**Source:** TAX ASSESSOR MIDDLESEX, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN ENTERPRISES  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Property Address:** 125 NATIONAL RD  
EDISON, NJ 08817-2810  
**Mailing Address:** 235 PARK AVE S 8TH  
NEW YORK, NY 10003-1405  
**Phone:** 212-253-5000

**Property Information**

**County:** MIDDLESEX  
**Assessor's Parcel Number:** 05-00048-0000-00007-00A3  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)  
**Zoning:** LI  
**Lot Size:** 150282  
**Lot Acreage:** 3.4500  
**Municipality:** EDISON TWP  
**Block Number:** 48  
**Lot Number:** 7.A3

**Tax Assessment Information**

**Tax Year:** 2010  
**Calculated Land Value:** \$552,000.00  
**Calculated Improvement Value:** \$208,200.00

<b>Calculated Total Value:</b>	\$760,200.00
<b>Assessed Land Value:</b>	\$552,000.00
<b>Assessed Improvement Value:</b>	\$208,200.00
<b>Assessed Total Value:</b>	\$760,200.00
<b>Market Land Value:</b>	\$552,000.00
<b>Market Improvement Value:</b>	\$208,200.00
<b>Market Total Value:</b>	\$760,200.00
<b>Valuation Method:</b>	ASSESSED
<b>Tax Amount:</b>	\$40,537.56

#### **Building/Improvement Characteristics**

<b>Number of Buildings:</b>	1
<b>Total Area:</b>	1502823.45 AC
<b>Number of Stories:</b>	1.00
<b>Exterior Wall Type:</b>	BRICK

#### **Last Full Market Sale Information**

<b>Sale Date:</b>	12/21/1988
<b>Deed Type:</b>	GRANT DEED
<b>Type of Sale:</b>	RESALE
<b>Recording Book/Page:</b>	Book 3752, Page 693

#### **Previous Transaction Information**

<b>Sale Date:</b>	10/25/1979
<b>Sale Price:</b>	\$175,881.00

#### **Historical Tax Assessor Information**

##### *Historical Tax Assessor Record 1.*

<b>Tax Year:</b>	2009
<b>Calculated Land Value:</b>	\$552,000.00
<b>Calculated Improvement Value:</b>	\$404,300.00
<b>Calculated Total Value:</b>	\$956,300.00
<b>Assessed Total Value:</b>	\$956,300.00
<b>Assessor's Parcel Number:</b>	05-00048-0000-00007-00A3
<b>Absentee Owner:</b>	ABSENTEE (MAIL AND SITUS NOT=)
<b>Owner:</b>	PALIN ENTERPRISES

**Property Address:** 125 NATIONAL RD  
EDISON, NJ 08817-2810

**Mailing Address:** 235 PARK AVE S 8TH  
NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 2.*

**Tax Year:** 2008

**Calculated Land Value:** \$552,000.00

**Calculated Improvement Value:** \$404,300.00

**Calculated Total Value:** \$956,300.00

**Assessed Total Value:** \$956,300.00

**Assessor's Parcel Number:** 05-00048-0000-00007-00A3

**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)

**Owner:** PALIN ENTERPRISES

**Property Address:** 125 NATIONAL RD  
EDISON, NJ 08817-2810

**Mailing Address:** 235 PARK AVE S 8TH  
NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 3.*

**Tax Year:** 2007

**Calculated Land Value:** \$552,000.00

**Calculated Improvement Value:** \$404,300.00

**Calculated Total Value:** \$956,300.00

**Assessed Total Value:** \$956,300.00

**Assessor's Parcel Number:** 05-00048-0000-00007-00A3

**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)

**Owner:** PALIN ENTERPRISES

**Property Address:** 125 NATIONAL RD  
EDISON, NJ 08817-2810

**Mailing Address:** 235 PARK AVE S 8TH  
NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 4.*

**Tax Year:** 2006

**Calculated Land Value:** \$552,000.00

**Calculated Improvement Value:** \$404,300.00

**Calculated Total Value:** \$956,300.00



**Assessed Total Value:** \$956,300.00  
**Assessor's Parcel Number:** 05-00048-0000-00007-00A3  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN ENTERPRISES  
**Property Address:** 125 NATIONAL RD  
 EDISON, NJ 08817-2810  
**Mailing Address:** 235 PARK AVE S 8TH FLOOR  
 NEW YORK, NY 10003

*Historical Tax Assessor Record 5.*

**Tax Year:** 2001  
**Calculated Land Value:** \$552,000.00  
**Calculated Improvement Value:** \$573,000.00  
**Calculated Total Value:** \$1,125,000.00  
**Assessed Total Value:** \$1,125,000.00  
**Assessor's Parcel Number:** 00048-0000-00007-00A3  
**Owner:** PALIN ENTERPRISES  
**Property Address:** 125 NATIONAL RD  
 EDISON, NJ 08817-2810  
**Mailing Address:** NEW YORK, NY 10003

*Historical Tax Assessor Record 6.*

**Tax Year:** 2001  
**Calculated Land Value:** \$552,000.00  
**Calculated Improvement Value:** \$573,000.00  
**Calculated Total Value:** \$1,125,000.00  
**Assessed Total Value:** \$1,125,000.00  
**Assessor's Parcel Number:** 00048-0000-00007-00A3  
**Owner:** PALIN ENTERPRISES  
**Property Address:** 125 NATIONAL RD  
 EDISON, NJ 08817-2810  
**Mailing Address:** NEW YORK, NY 10003

*Historical Tax Assessor Record 7.*

**Tax Year:** 2000  
**Calculated Land Value:** \$552,000.00  
**Calculated Improvement Value:** \$573,000.00  
**Calculated Total Value:** \$1,125,000.00

**Assessed Total Value:** \$1,125,000.00  
**Assessor's Parcel Number:** 00048-0000-00007-00A3  
**Owner:** PALIN ENTERPRISES  
**Property Address:** 125 NATIONAL RD  
 EDISON, NJ 08817-2810  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 8.*

**Tax Year:** 1999  
**Calculated Land Value:** \$552,000.00  
**Calculated Improvement Value:** \$573,000.00  
**Calculated Total Value:** \$1,125,000.00  
**Assessed Total Value:** \$1,125,000.00  
**Assessor's Parcel Number:** 00048-0000-00007-00A3  
**Owner:** PALIN ENTERPRISES  
**Property Address:** 125 NATIONAL RD  
 EDISON, NJ 08817-2810  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
 for on-site manual retrieval of documents related to this or other matters.  
 Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN ENTERPRISES CO  
**Owner Relationship:** COMPANY  
**Corporate Owner:** YES  
**Property Address:**  
NJ 07202  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

**Property Information**

**County:** UNION  
**Property Type:** MISCELLANEOUS

**Transaction Information**

**Transaction Date:** 02/27/1996  
**Deed Type:** MULTI CNTY-ST OR OPEN-END MORTGAGE  
**Type of Transaction:** RESALE  
**Recording Date:** 03/05/1996  
**Recording Book/Page:** Book 5855, Page 63  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN ENTERPRISES CO  
**Owner Relationship:** COMPANY  
**Corporate Owner:** YES  
**Property Address:**  
NJ 07202  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

**Property Information**

**County:** UNION  
**Property Type:** MISCELLANEOUS

**Transaction Information**

**Transaction Date:** 03/05/1997  
**Deed Type:** MULTI CNTY-ST OR OPEN-END MORTGAGE  
**Type of Transaction:** RESALE  
**Recording Date:** 03/06/1997  
**Recording Book/Page:** Book 6189, Page 239  
**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** PSF 56TH STREET PROPERTY  
**Ownership Rights:** LIMITED PARTNERSHIP  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** PSF 56TH STREET PROPERTY  
**Owner Rights:** LIMITED PARTNERSHIP  
**Additional Owner #2:** PSF 57TH STREET REALTY  
**Owner Rights:** LIMITED PARTNERSHIP  
**Property Address:** 235 57TH ST  
NEW YORK, NY 10022-2842  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1331-0017  
**Property Type:** APARTMENT  
**Land Use:** COOPERATIVE

**Transaction Information**

**Transaction Date:** 03/22/2007  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$74,901.00

**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 03/22/2007  
**Interest Rate:** FIXED RATE LOAN  
**Lender Name:** WASHINGTON MUTUAL BK  
**Lender Address:** PO BOX 9178 COPPELL, TX 75019-9178  
**Recording Date:** 04/18/2007  
**Document Number:** 201949  
**Title Company:** COMMONWEALTH LAND TITLE INS  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT



**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** PSF 56TH STREET PROPERTY  
**Ownership Rights:** LIMITED PARTNERSHIP  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** PSF 56TH STREET PROPERTY  
**Owner Rights:** LIMITED PARTNERSHIP  
**Additional Owner #2:** PSF 57TH STREET REALTY  
**Owner Rights:** LIMITED PARTNERSHIP  
**Property Address:** 209 56TH ST  
NEW YORK, NY 10022-3705  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 1330-0007  
**Property Type:** APARTMENT  
**Land Use:** COOPERATIVE

**Transaction Information**

**Transaction Date:** 03/22/2007  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$74,901.00

**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 03/22/2007  
**Interest Rate:** FIXED RATE LOAN  
**Lender Name:** WASHINGTON MUTUAL BK  
**Lender Address:** PO BOX 9178COPPELL, TX 75019-9178  
**Recording Date:** 04/18/2007  
**Document Number:** 201949  
**Title Company:** COMMONWEALTH LAND TITLE INS  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/16/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY RECORDER, LAKE, OHIO

**Owner Information**

**Owner(s):** WOLPAL ASSOCIATES LP  
**Corporate Owner:** YES  
**Property Address:** 7830 PLAZA BLVD  
MENTOR, OH 44060-5515  
**Mailing Address:** C/O PALIN ENTERPRISES  
969 3RD AVE  
NEW YORK, NY 10022-2065

**Property Information**

**County:** LAKE  
**Property Type:** MISCELLANEOUS

**Transaction Information**

**Deed Type:** MULTI CNTY-ST OR OPEN-END MORTGAGE  
**Type of Transaction:** RESALE  
**Recording Date:** 01/15/1998  
**Document Number:** 1650  
**Title Company:** CHICAGO TITLE CO.  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership trans-

fers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/19/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, BERGEN, NEW JERSEY

**Owner Information**

**Owner(s):** WPS II LLC  
**Ownership Rights:** COMPANY / CORPORATION  
**Corporate Owner:** CORPORATE OWNER  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** WPS II LLC  
**Owner Rights:** COMPANY / CORPORATION  
**Property Address:** 1170 VALLEY BROOK AVE  
LYNDHURST, NJ 07071-3608  
**Mailing Address:** C/O PALIN ENTERPRISES  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** BERGEN  
**Assessor's Parcel Number:** 32-00233-0000-00007-0004-H-000M  
**Property Type:** INDUSTRIAL  
**Land Use:** INDUSTRIAL (NEC)

**Transaction Information**

**Transaction Date:** 11/13/2008  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$4,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** MORTGAGE DEED

**Mortgage Date:** 11/13/2008  
**Lender Name:** WASHINGTON MUTUAL  
**Lender Address:** PO BOX 9011 COPPELL, TX 75019-9011  
**Recording Date:** 12/01/2008  
**Document Number:** 103457  
**Recording Book/Page:** Book 17520, Page 111  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 1431 ASSOCS LLC  
**Corporate Owner:** YES  
**Additional Owner #1:** 1431 ASSOCS LLC  
**Property Address:** 1431 BROADWAY  
NEW YORK, NY 10018-1905  
**Mailing Address:** C/O MICHAEL PALIN  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 0993-0007  
**Property Type:** OFFICE BUILDING  
**Land Use:** OFFICE BUILDING

**Transaction Information**

**Transaction Date:** 05/19/2003  
**Seller Name:** 1431 ASSOCS  
**Construction:** SALE PRICE (FULL)  
**Deed Type:** GRANT DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 08/05/2003  
**Document Number:** 280488  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT



**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/17/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CITY REGISTER, NEW YORK, NEW YORK

**Owner Information**

**Owner(s):** 235 PARK AVE SOUTH LLC  
**Corporate Owner:** YES  
**Additional Owner #1:** 235 PARK AVE SOUTH LLC  
**Property Address:** 235 PARK AVE  
NEW YORK, NY 10003-1404  
**Mailing Address:** C/O MICHAEL PALIN  
235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** NEW YORK  
**Assessor's Parcel Number:** 0875-0001  
**Property Type:** OFFICE BUILDING  
**Land Use:** OFFICE BUILDING

**Transaction Information**

**Transaction Date:** 05/20/2003  
**Seller Name:** 235 PARK AVE S ASSOCS  
**Construction:** SALE PRICE (FULL)  
**Deed Type:** GRANT DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 08/05/2003  
**Document Number:** 280452  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/19/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, HUDSON, NEW JERSEY

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Property Address:** 134 GARFIELD AVE  
JERSEY CITY, NJ 07305-2403

**Property Information**

**County:** HUDSON  
**Assessor's Parcel Number:** 06014050000000W  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 01/1984  
**Seller Name:** LIGHTOLIER INCORP  
**Sale Price:** \$1,500,000.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Book/Page:** Book 3401, Page 910  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL ETAL  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 0904014000200035005  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE

**Transaction Information**

**Transaction Date:** 05/30/2000  
**Deed Type:** DEED OF TRUST  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$143,762.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Deed Type:** DEED OF TRUST  
**Lender Name:** DIME SVGS BK/NY  
**Lender Address:** UNIONDALE, NY 11556  
**Recording Date:** 05/30/2000  
**Recording Book/Page:** Book 19712, Page 601  
**Refinance Loan:** YES

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 107 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 740 PARK AVE  
NEW YORK, NY 10021-4251

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 04  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 1113

**Transaction Information**

**Transaction Date:** 02/15/2011  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** EQUITY OR CREDIT LINE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$1,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 25 YEARS  
**Mortgage Deed Type:** EQUITY OR CREDIT LINE  
**Mortgage Date:** 02/15/2011  
**Mortgage Due Date:** 02/15/2036  
**Lender Name:** BANK OF AMERICA

**Lender Address:** 100 N TRYON STCHARLOTTE, NC 28202-4000  
**Recording Date:** 03/07/2011  
**Recording Book/Page:** Book 22051, Page 450  
**Title Company:** INSIGNIA NAT'L TITLE AGCY  
**Equity Loan:** SECOND  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT



**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 107 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 740 PARK AVE  
NEW YORK, NY 10021-4251

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 08  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 12763

**Transaction Information**

**Transaction Date:** 02/15/2011  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** EQUITY OR CREDIT LINE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$1,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 25 YEARS  
**Mortgage Deed Type:** EQUITY OR CREDIT LINE  
**Mortgage Date:** 02/15/2011  
**Mortgage Due Date:** 02/15/2036  
**Lender Name:** BANK OF AMERICA

**Lender Address:** 100 N TRYON STCHARLOTTE, NC 28202-4000  
**Recording Date:** 03/07/2011  
**Recording Book/Page:** Book 22051, Page 450  
**Title Company:** INSIGNIA NAT'L TITLE AGCY  
**Equity Loan:** SECOND  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 107 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 740 PARK AVE  
NEW YORK, NY 10021-4251

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Property Type:** EXEMPT  
**Land Use:** PUBLIC (NEC)

**Transaction Information**

**Transaction Date:** 02/15/2011  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** EQUITY OR CREDIT LINE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$1,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 25 YEARS  
**Mortgage Deed Type:** EQUITY OR CREDIT LINE  
**Mortgage Date:** 02/15/2011  
**Mortgage Due Date:** 02/15/2036  
**Lender Name:** BANK OF AMERICA  
**Lender Address:** 100 N TRYON ST CHARLOTTE, NC 28202-4000

**Recording Date:** 03/07/2011  
**Recording Book/Page:** Book 22051, Page 450  
**Title Company:** INSIGNIA NAT'L TITLE AGCY  
**Equity Loan:** SECOND  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 107 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 740 PARK AVE  
NEW YORK, NY 10021-4251

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 05  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 3112

**Transaction Information**

**Transaction Date:** 02/15/2011  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** EQUITY OR CREDIT LINE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$1,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 25 YEARS  
**Mortgage Deed Type:** EQUITY OR CREDIT LINE  
**Mortgage Date:** 02/15/2011  
**Mortgage Due Date:** 02/15/2036  
**Lender Name:** BANK OF AMERICA

**Lender Address:** 100 N TRYON STCHARLOTTE, NC 28202-4000  
**Recording Date:** 03/07/2011  
**Recording Book/Page:** Book 22051, Page 450  
**Title Company:** INSIGNIA NAT'L TITLE AGCY  
**Equity Loan:** SECOND  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Tax Assessor Record****Source Information**

**Tax Roll Certification Date:** 07/01/2010  
**Owner Information Current Through:** 06/10/2013  
**County Last Updated:** 08/08/2013  
**Current Date:** 10/04/2013  
**Source:** TAX ASSESSOR SUFFOLK, NEWYORK

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Property Address:** 97 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE S 8

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 0904-014-00-02-00-035-004  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Zoning:** VILLA  
**Lot Size:** 126324  
**Lot Acreage:** 2.9000  
**Legal Description:** '91 SPLIT & REMAPPED PER -SUBCT ORDER -2000 85/86  
86/87'89 BOR N/C '90 BOR  
**Block Number:** 2  
**Lot Number:** 35

**Tax Assessment Information**

**Tax Year:** 2011  
**Calculated Land Value:** \$4,872,600.00  
**Calculated Improvement Value:** \$215,900.00  
**Calculated Total Value:** \$5,088,500.00  
**Assessed Land Value:** \$4,872,600.00  
**Assessed Improvement Value:** \$215,900.00

<b>Assessed Total Value:</b>	\$5,088,500.00
<b>Market Total Value:</b>	\$5,088,500.00
<b>Valuation Method:</b>	ASSESSED
<b>Tax Amount:</b>	\$16,124.42
<b>Tax Code Area:</b>	473606

#### **Building/Improvement Characteristics**

<b>Building Type:</b>	RESIDENTIAL
<b>Number of Buildings:</b>	1
<b>Year Built:</b>	2000
<b>Total Area:</b>	12632401
<b>Living Square Feet:</b>	1113
<b>Number of Bedrooms:</b>	2
<b>Number of Bathrooms:</b>	1.00
<b>Full Baths:</b>	1
<b>Garage Type:</b>	DETACHED GARAGE
<b>Number of Stories:</b>	1.00
<b>Style/Shape:</b>	COTTAGE/BUNGALOW
<b>Construction Quality:</b>	AVERAGE
<b>Exterior Wall Type:</b>	WOOD
<b>Electricity:</b>	TYPE UNKNOWN
<b>Heat:</b>	NONE
<b>Fuel:</b>	GAS
<b>Water:</b>	COMMERCIAL
<b>Sewer:</b>	PRIVATE

#### **Historical Tax Assessor Information**

##### *Historical Tax Assessor Record 1.*

<b>Tax Year:</b>	2010
<b>Calculated Land Value:</b>	\$4,872,600.00
<b>Calculated Improvement Value:</b>	\$215,900.00
<b>Calculated Total Value:</b>	\$5,088,500.00
<b>Assessed Total Value:</b>	\$5,088,500.00
<b>Assessor's Parcel Number:</b>	050.14 00.02 000.350 04
<b>Absentee Owner:</b>	ABSENTEE (MAIL AND SITUS NOT=)
<b>Owner:</b>	PALIN MICHAEL



**Property Address:** 97 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Mailing Address:** 235 PARK AVE S 8  
NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 2.*

**Tax Year:** 2009

**Calculated Land Value:** \$4,060,500.00

**Calculated Improvement Value:** \$189,500.00

**Calculated Total Value:** \$4,250,000.00

**Assessed Total Value:** \$4,250,000.00

**Assessor's Parcel Number:** 050.14 00.02 000.350 04

**Owner:** PALIN MICHAEL TRUST

**Property Address:** 97 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Mailing Address:** 235 PARK AVE S 8  
NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 3.*

**Tax Year:** 2008

**Calculated Land Value:** \$4,060,500.00

**Calculated Improvement Value:** \$189,500.00

**Calculated Total Value:** \$4,250,000.00

**Assessed Total Value:** \$4,250,000.00

**Assessor's Parcel Number:** 050.14 00.02 000.350 04

**Owner:** PALIN MICHAEL TRUST

**Property Address:** 97 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Mailing Address:** 235 PARK AVE S 8  
NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 4.*

**Tax Year:** 2007

**Calculated Land Value:** \$4,060,500.00

**Calculated Improvement Value:** \$132,100.00

**Calculated Total Value:** \$4,192,600.00

**Assessed Total Value:** \$4,192,600.00

**Assessor's Parcel Number:** 050.14 00.02 000.350 04

**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 97 OX PASTURE RD  
 SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE S 8  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 5.*

**Tax Year:** 2006  
**Calculated Land Value:** \$4,060,500.00  
**Calculated Improvement Value:** \$132,100.00  
**Calculated Total Value:** \$4,192,600.00  
**Assessed Total Value:** \$4,192,600.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 04  
**Absentee Owner:** OWNER OCCUPIED  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 97 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 97 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4570

*Historical Tax Assessor Record 6.*

**Tax Year:** 2002  
**Calculated Land Value:** \$40,408.00  
**Calculated Improvement Value:** \$1,320.00  
**Calculated Total Value:** \$41,728.00  
**Assessed Total Value:** \$41,728.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 97 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 235 PARK AVE S 8  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 7.*

**Tax Year:** 2001  
**Calculated Land Value:** \$40,408.00  
**Calculated Improvement Value:** \$1,320.00  
**Calculated Total Value:** \$41,728.00  
**Assessed Total Value:** \$41,728.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 97 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 8.*

**Tax Year:** 2000  
**Calculated Land Value:** \$40,408.00  
**Calculated Improvement Value:** \$1,320.00  
**Calculated Total Value:** \$41,728.00  
**Assessed Total Value:** \$41,728.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 97 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 9.*

**Tax Year:** 2000  
**Calculated Land Value:** \$40,408.00  
**Calculated Improvement Value:** \$1,320.00  
**Calculated Total Value:** \$41,728.00  
**Assessed Total Value:** \$41,728.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** YES  
**Owner:** PALIN MICHAEL

**Property Address:** PALIN CARYL  
 97 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551

**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

***Historical Tax Assessor Record 10.***

**Tax Year:** 1999

**Calculated Land Value:** \$40,408.00

**Calculated Improvement Value:** \$1,320.00

**Calculated Total Value:** \$41,728.00

**Assessed Total Value:** \$41,728.00

**Assessor's Parcel Number:** 050.14 00.00 002.035

**Absentee Owner:** YES

**Owner:** PALIN MICHAEL  
 PALIN CARYL

**Property Address:** 97 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551

**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
 for on-site manual retrieval of documents related to this or other matters.  
 Additional charges apply.

END OF DOCUMENT

**Real Property Tax Assessor Record****Source Information**

**Tax Roll Certification Date:** 07/01/2010  
**Owner Information Current Through:** 06/10/2013  
**County Last Updated:** 08/08/2013  
**Current Date:** 10/04/2013  
**Source:** TAX ASSESSOR SUFFOLK, NEWYORK

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Property Address:** 107 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 235 PARK AVE S 8

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 0904-014-00-02-00-035-008  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Zoning:** VILLA  
**Lot Size:** 315071  
**Lot Acreage:** 7.2330  
**Legal Description:** CT ORDER 85/86-14700 86/850 87'89 BOR N/C '90 BOR 95  
COMBINELOTS 20.3, 21,  
**Block Number:** 2  
**Lot Number:** 35

**Tax Assessment Information**

**Tax Year:** 2011  
**Calculated Land Value:** \$7,595,700.00  
**Calculated Improvement Value:** \$6,224,400.00  
**Calculated Total Value:** \$13,820,100.00  
**Assessed Land Value:** \$7,595,700.00  
**Assessed Improvement Value:** \$6,224,400.00

<b>Assessed Total Value:</b>	\$13,820,100.00
<b>Market Total Value:</b>	\$13,820,100.00
<b>Valuation Method:</b>	ASSESSED
<b>Tax Amount:</b>	\$43,793.14
<b>Tax Code Area:</b>	473606

#### **Building/Improvement Characteristics**

<b>Building Type:</b>	SINGLE FAMILY
<b>Number of Buildings:</b>	1
<b>Year Built:</b>	1994
<b>Total Area:</b>	31507101
<b>Living Square Feet:</b>	12763
<b>Number of Bedrooms:</b>	13
<b>Number of Bathrooms:</b>	10.00
<b>Full Baths:</b>	10
<b>Fireplace:</b>	YES
<b>Pool:</b>	Y
<b>Pool Type:</b>	CONCRETE
<b>Number of Stories:</b>	3.00
<b>Style/Shape:</b>	OLD
<b>Construction Quality:</b>	EXCELLENT
<b>Exterior Wall Type:</b>	STUCCO
<b>Electricity:</b>	TYPE UNKNOWN
<b>Heat:</b>	HOT WATER STEAM
<b>Fuel:</b>	ELECTRIC
<b>Water:</b>	COMMERCIAL
<b>Sewer:</b>	PRIVATE

#### **Historical Tax Assessor Information**

##### *Historical Tax Assessor Record 1.*

<b>Tax Year:</b>	2010
<b>Calculated Land Value:</b>	\$7,595,700.00
<b>Calculated Improvement Value:</b>	\$6,224,400.00
<b>Calculated Total Value:</b>	\$13,820,100.00
<b>Assessed Total Value:</b>	\$13,820,100.00
<b>Assessor's Parcel Number:</b>	050.14 00.02 000.350 08

**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
**Property Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 235 PARK AVE S 8

*Historical Tax Assessor Record 2.*

**Tax Year:** 2009  
**Calculated Land Value:** \$6,329,700.00  
**Calculated Improvement Value:** \$5,187,100.00  
**Calculated Total Value:** \$11,516,800.00  
**Assessed Total Value:** \$11,516,800.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 08  
**Owner:** PALIN MICHAEL TRUST  
**Property Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 235 PARK AVE S 8

*Historical Tax Assessor Record 3.*

**Tax Year:** 2008  
**Calculated Land Value:** \$6,329,700.00  
**Calculated Improvement Value:** \$5,187,100.00  
**Calculated Total Value:** \$11,516,800.00  
**Assessed Total Value:** \$11,516,800.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 08  
**Owner:** PALIN MICHAEL TRUST  
**Property Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 4.*

**Tax Year:** 2007  
**Calculated Land Value:** \$6,329,700.00  
**Calculated Improvement Value:** \$5,187,100.00  
**Calculated Total Value:** \$11,516,800.00  
**Assessed Total Value:** \$11,516,800.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 08

**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 5.*

**Tax Year:** 2006  
**Calculated Land Value:** \$6,329,700.00  
**Calculated Improvement Value:** \$5,187,100.00  
**Calculated Total Value:** \$11,516,800.00  
**Assessed Total Value:** \$11,516,800.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 08  
**Absentee Owner:** OWNER OCCUPIED  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4570  
**Mailing Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4570

*Historical Tax Assessor Record 6.*

**Tax Year:** 2002  
**Calculated Land Value:** \$97,708.00  
**Calculated Improvement Value:** \$66,728.00  
**Calculated Total Value:** \$164,436.00  
**Assessed Total Value:** \$164,436.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 7.*



**Tax Year:** 2001  
**Calculated Land Value:** \$97,708.00  
**Calculated Improvement Value:** \$66,728.00  
**Calculated Total Value:** \$164,436.00  
**Assessed Total Value:** \$164,436.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 8.*

**Tax Year:** 2000  
**Calculated Land Value:** \$97,708.00  
**Calculated Improvement Value:** \$66,728.00  
**Calculated Total Value:** \$164,436.00  
**Assessed Total Value:** \$164,436.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** YES  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 107 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 9.*

**Tax Year:** 2000  
**Calculated Land Value:** \$97,708.00  
**Calculated Improvement Value:** \$66,728.00  
**Calculated Total Value:** \$164,436.00  
**Assessed Total Value:** \$164,436.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL

**Property Address:** PALIN CARYL  
107 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4551

**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

***Historical Tax Assessor Record 10.***

**Tax Year:** 1999

**Calculated Land Value:** \$97,708.00

**Calculated Improvement Value:** \$66,724.00

**Calculated Total Value:** \$164,432.00

**Assessed Total Value:** \$164,432.00

**Assessor's Parcel Number:** 050.14 00.00 002.035

**Absentee Owner:** YES

**Owner:** PALIN MICHAEL  
PALIN CARYL

**Property Address:** 107 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4551

**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Tax Assessor Record****Source Information**

**Tax Roll Certification Date:** 07/01/2010  
**Owner Information Current Through:** 06/10/2013  
**County Last Updated:** 08/08/2013  
**Current Date:** 10/04/2013  
**Source:** TAX ASSESSOR SUFFOLK, NEWYORK

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE S

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 0904-014-00-02-00-035-005  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Zoning:** VILLA  
**Lot Size:** 165528  
**Lot Acreage:** 3.8000  
**Legal Description:** CT ORDER 85/86-4200 86/8787'89 BOR N/C '90 BOR N/CSPLIT  
& REMAPPED PER RPTS  
**Block Number:** 2  
**Lot Number:** 35

**Tax Assessment Information**

**Tax Year:** 2011  
**Calculated Land Value:** \$5,586,700.00  
**Calculated Improvement Value:** \$437,100.00  
**Calculated Total Value:** \$6,023,800.00  
**Assessed Land Value:** \$5,586,700.00  
**Assessed Improvement Value:** \$437,100.00

<b>Assessed Total Value:</b>	\$6,023,800.00
<b>Market Total Value:</b>	\$6,023,800.00
<b>Valuation Method:</b>	ASSESSED
<b>Tax Amount:</b>	\$19,088.22
<b>Tax Code Area:</b>	473606

#### **Building/Improvement Characteristics**

<b>Building Type:</b>	SINGLE FAMILY
<b>Number of Buildings:</b>	1
<b>Year Built:</b>	1991
<b>Total Area:</b>	16552801
<b>Living Square Feet:</b>	3112
<b>Number of Bedrooms:</b>	5
<b>Number of Bathrooms:</b>	2.00
<b>Full Baths:</b>	2
<b>Fireplace:</b>	YES
<b>Number of Stories:</b>	2.00
<b>Style/Shape:</b>	OLD
<b>Construction Quality:</b>	AVERAGE
<b>Exterior Wall Type:</b>	WOOD
<b>Electricity:</b>	TYPE UNKNOWN
<b>Heat:</b>	HOT WATER STEAM
<b>Fuel:</b>	GAS
<b>Water:</b>	COMMERCIAL
<b>Sewer:</b>	PRIVATE

#### **Historical Tax Assessor Information**

##### *Historical Tax Assessor Record 1.*

<b>Tax Year:</b>	2010
<b>Calculated Land Value:</b>	\$5,586,700.00
<b>Calculated Improvement Value:</b>	\$437,100.00
<b>Calculated Total Value:</b>	\$6,023,800.00
<b>Assessed Total Value:</b>	\$6,023,800.00
<b>Assessor's Parcel Number:</b>	050.14 00.02 000.350 05
<b>Absentee Owner:</b>	ABSENTEE (MAIL AND SITUS NOT=)
<b>Owner:</b>	PALIN MICHAEL

**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Mailing Address:** 235 PARK AVE S

*Historical Tax Assessor Record 2.*

**Tax Year:** 2009

**Calculated Land Value:** \$4,655,600.00

**Calculated Improvement Value:** \$374,400.00

**Calculated Total Value:** \$5,030,000.00

**Assessed Total Value:** \$5,030,000.00

**Assessor's Parcel Number:** 050.14 00.02 000.350 05

**Owner:** PALIN MICHAEL TRUST

**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Mailing Address:** 235 PARK AVE S

*Historical Tax Assessor Record 3.*

**Tax Year:** 2008

**Calculated Land Value:** \$4,655,600.00

**Calculated Improvement Value:** \$374,400.00

**Calculated Total Value:** \$5,030,000.00

**Assessed Total Value:** \$5,030,000.00

**Assessor's Parcel Number:** 050.14 00.02 000.350 05

**Owner:** PALIN MICHAEL TRUST

**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 4.*

**Tax Year:** 2007

**Calculated Land Value:** \$4,655,600.00

**Calculated Improvement Value:** \$313,500.00

**Calculated Total Value:** \$4,969,100.00

**Assessed Total Value:** \$4,969,100.00

**Assessor's Parcel Number:** 050.14 00.02 000.350 05

**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)

**Owner:** PALIN MICHAEL

**Property Address:** PALIN CARYL  
87 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 5.*

**Tax Year:** 2006

**Calculated Land Value:** \$4,655,600.00

**Calculated Improvement Value:** \$313,500.00

**Calculated Total Value:** \$4,969,100.00

**Assessed Total Value:** \$4,969,100.00

**Assessor's Parcel Number:** 050.14 00.02 000.350 05

**Absentee Owner:** OWNER OCCUPIED

**Owner:** PALIN MICHAEL  
PALIN CARYL

**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4570

**Mailing Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4570

*Historical Tax Assessor Record 6.*

**Tax Year:** 2002

**Calculated Land Value:** \$50,912.00

**Calculated Improvement Value:** \$3,572.00

**Calculated Total Value:** \$54,484.00

**Assessed Total Value:** \$54,484.00

**Assessor's Parcel Number:** 050.14 00.00 002.035

**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)

**Owner:** PALIN MICHAEL  
PALIN CARYL

**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4551

**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 7.*

**Tax Year:** 2001

**Calculated Land Value:** \$50,912.00  
**Calculated Improvement Value:** \$3,572.00  
**Calculated Total Value:** \$54,484.00  
**Assessed Total Value:** \$54,484.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 87 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 8.*

**Tax Year:** 2000  
**Calculated Land Value:** \$50,912.00  
**Calculated Improvement Value:** \$3,572.00  
**Calculated Total Value:** \$54,484.00  
**Assessed Total Value:** \$54,484.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 87 OX PASTURE RD  
 SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 9.*

**Tax Year:** 2000  
**Calculated Land Value:** \$50,912.00  
**Calculated Improvement Value:** \$3,572.00  
**Calculated Total Value:** \$54,484.00  
**Assessed Total Value:** \$54,484.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** YES  
**Owner:** PALIN MICHAEL  
 PALIN CARYL

**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4551

**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

***Historical Tax Assessor Record 10.***

**Tax Year:** 1999  
**Calculated Land Value:** \$50,912.00  
**Calculated Improvement Value:** \$3,572.00  
**Calculated Total Value:** \$54,484.00  
**Assessed Total Value:** \$54,484.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Absentee Owner:** YES  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4551  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT



**Real Property Tax Assessor Record****Source Information**

**Tax Roll Certification Date:** 07/01/2010  
**Owner Information Current Through:** 06/10/2013  
**County Last Updated:** 08/08/2013  
**Current Date:** 10/04/2013  
**Source:** TAX ASSESSOR SUFFOLK, NEWYORK

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Property Address:** PRIVATE ROW  
NY  
**Mailing Address:** 235 PARK AVE S 8  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 0904-014-00-02-00-035-006  
**Property Type:** EXEMPT  
**Land Use:** PUBLIC (NEC)  
**Zoning:** TRANS  
**Lot Size:** 18295  
**Lot Acreage:** 0.4200  
**Legal Description:** '91 SPLIT & REMAPPED PER -SUB  
**Block Number:** 2  
**Lot Number:** 35

**Tax Assessment Information**

**Tax Year:** 2011  
**Calculated Land Value:** \$500.00  
**Calculated Total Value:** \$500.00  
**Assessed Land Value:** \$500.00  
**Assessed Total Value:** \$500.00  
**Market Total Value:** \$500.00

**Valuation Method:** ASSESSED  
**Tax Amount:** \$1.60  
**Tax Code Area:** 473606

**Building/Improvement Characteristics**

**Building Type:** TYPE UNKNOWN  
**Number of Buildings:** 1  
**Total Area:** 1829503  
**Electricity:** TYPE UNKNOWN  
**Fuel:** ELECTRIC  
**Water:** NONE  
**Sewer:** NONE

**Historical Tax Assessor Information**

*Historical Tax Assessor Record 1.*

**Tax Year:** 2010  
**Calculated Land Value:** \$500.00  
**Calculated Total Value:** \$500.00  
**Assessed Total Value:** \$500.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Owner:** PALIN MICHAEL  
**Property Address:** PRIVATE ROW  
 NY  
**Mailing Address:** 235 PARK AVE S 8  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 2.*

**Tax Year:** 2009  
**Calculated Land Value:** \$500.00  
**Calculated Total Value:** \$500.00  
**Assessed Total Value:** \$500.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Owner:** PALIN MICHAEL TRUST  
**Property Address:** PRIVATE ROW  
 NY  
**Mailing Address:** 235 PARK AVE S 8  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 3.*

**Tax Year:** 2008  
**Calculated Land Value:** \$500.00  
**Calculated Total Value:** \$500.00  
**Assessed Total Value:** \$500.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Owner:** PALIN MICHAEL TRUST  
**Property Address:** PRIVATE ROW  
NY  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 4.*

**Tax Year:** 2007  
**Calculated Land Value:** \$500.00  
**Calculated Total Value:** \$500.00  
**Assessed Total Value:** \$500.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** PRIVATE ROW  
NY  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 5.*

**Tax Year:** 2006  
**Calculated Land Value:** \$500.00  
**Calculated Total Value:** \$500.00  
**Assessed Total Value:** \$500.00  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** NY  
**Mailing Address:** SOUTHAMPTON, NY 11968

*Historical Tax Assessor Record 6.*

**Tax Year:** 2002  
**Calculated Land Value:** \$20.00  
**Calculated Total Value:** \$20.00  
**Assessed Total Value:** \$20.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** SOUTHAMPTON, NY 11968  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 7.*

**Tax Year:** 2001  
**Calculated Land Value:** \$20.00  
**Calculated Total Value:** \$20.00  
**Assessed Total Value:** \$20.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** SOUTHAMPTON, NY  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 8.*

**Tax Year:** 2000  
**Calculated Land Value:** \$20.00  
**Calculated Total Value:** \$20.00  
**Assessed Total Value:** \$20.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** SOUTHAMPTON, NY  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 9.*

**Tax Year:** 2000  
**Calculated Land Value:** \$20.00

**Calculated Total Value:** \$20.00  
**Assessed Total Value:** \$20.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** SOUTHAMPTON, NY  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 10.*

**Tax Year:** 1999  
**Calculated Land Value:** \$20.00  
**Calculated Total Value:** \$20.00  
**Assessed Total Value:** \$20.00  
**Assessor's Parcel Number:** 050.14 00.00 002.035  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** SOUTHAMPTON  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 08  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 12763

**Transaction Information**

**Transaction Date:** 05/18/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$2,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 05/18/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA

**Lender Address:** 700 LOUISIANA STHOUSTON, TX 77002-2700  
**Recording Date:** 06/07/2012  
**Recording Book/Page:** Book 22212, Page 677  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 05  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 3112

**Transaction Information**

**Transaction Date:** 05/18/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$2,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 05/18/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA



**Lender Address:** 700 LOUISIANA STHOUSTON, TX 77002-2700  
**Recording Date:** 06/07/2012  
**Recording Book/Page:** Book 22212, Page 677  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 04  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 1113

**Transaction Information**

**Transaction Date:** 05/18/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$2,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 05/18/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA

**Lender Address:** 700 LOUISIANA STHOUSTON, TX 77002-2700  
**Recording Date:** 06/07/2012  
**Recording Book/Page:** Book 22212, Page 677  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Property Type:** EXEMPT  
**Land Use:** PUBLIC (NEC)

**Transaction Information**

**Transaction Date:** 05/18/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$2,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 05/18/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA  
**Lender Address:** 700 LOUISIANA STHOUSTON, TX 77002-2700

**Recording Date:** 06/07/2012  
**Recording Book/Page:** Book 22212, Page 677  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.150 00  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** RESIDENTIAL (NEC)

**Transaction Information**

**Transaction Date:** 05/18/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$2,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 05/18/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA  
**Lender Address:** 700 LOUISIANA STHOUSTON, TX 77002-2700

**Recording Date:** 06/07/2012  
**Recording Book/Page:** Book 22212, Page 677  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 05  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 3112

**Transaction Information**

**Transaction Date:** 06/11/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$596,764.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 06/11/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA



**Lender Address:** HOUSTON, TX 77002  
**Recording Date:** 06/25/2012  
**Recording Book/Page:** Book 22218, Page 716  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS LESS THAN 50%  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 08  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 12763

**Transaction Information**

**Transaction Date:** 06/11/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$596,764.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 06/11/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA

**Lender Address:** HOUSTON, TX 77002  
**Recording Date:** 06/25/2012  
**Recording Book/Page:** Book 22218, Page 716  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS LESS THAN 50%  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 04  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 1113

**Transaction Information**

**Transaction Date:** 06/11/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$596,764.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 06/11/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA

**Lender Address:** HOUSTON, TX 77002  
**Recording Date:** 06/25/2012  
**Recording Book/Page:** Book 22218, Page 716  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS LESS THAN 50%  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Property Type:** EXEMPT  
**Land Use:** PUBLIC (NEC)

**Transaction Information**

**Transaction Date:** 06/11/2012  
**Deed Type:** TRUST DEED/MORTGAGE  
**Document Type:** MORTGAGE  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$596,764.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 15 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 06/11/2012  
**Mortgage Due Date:** 06/01/2027  
**Lender Name:** BANK OF AMERICA  
**Lender Address:** HOUSTON, TX 77002

**Recording Date:** 06/25/2012  
**Recording Book/Page:** Book 22218, Page 716  
**Title Company:** NEW YORK LAND SERVICE INC  
**Refinance Loan:** LOAN TO VALUE IS LESS THAN 50%  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Tax Assessor Record****Source Information**

**Tax Roll Certification Date:** 07/01/2010  
**Owner Information Current Through:** 06/10/2013  
**County Last Updated:** 08/08/2013  
**Current Date:** 10/04/2013  
**Source:** TAX ASSESSOR SUFFOLK, NEWYORK

**Owner Information**

**Owner(s):** PALIN MICHAEL (TE)  
ARTICLE 5TH TRUST U/T/W C  
**Ownership Rights:** TRUSTEE  
**Property Address:** 107 FIRST NECK LN  
SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE S

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 0904-014-00-02-00-015-000  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** RESIDENTIAL (NEC)  
**Zoning:** VILLA  
**Lot Size:** 174240  
**Lot Acreage:** 4.0000  
**Legal Description:** '88 LD EQ + 7000  
**Block Number:** 2  
**Lot Number:** 15

**Tax Assessment Information**

**Tax Year:** 2011  
**Calculated Land Value:** \$4,900,600.00  
**Calculated Improvement Value:** \$138,880.00  
**Calculated Total Value:** \$5,039,480.00  
**Assessed Land Value:** \$4,900,600.00



<b>Assessed Improvement Value:</b>	\$138,880.00
<b>Assessed Total Value:</b>	\$5,039,480.00
<b>Market Total Value:</b>	\$5,039,480.00
<b>Valuation Method:</b>	ASSESSED
<b>Tax Amount:</b>	\$15,969.10
<b>Tax Code Area:</b>	473606

#### **Building/Improvement Characteristics**

<b>Building Type:</b>	RESIDENTIAL
<b>Number of Buildings:</b>	1
<b>Total Area:</b>	17424001
<b>Construction Quality:</b>	EXCELLENT
<b>Electricity:</b>	TYPE UNKNOWN
<b>Fuel:</b>	ELECTRIC
<b>Water:</b>	COMMERCIAL
<b>Sewer:</b>	NONE

#### **Last Full Market Sale Information**

<b>Sale Date:</b>	08/16/1994
<b>Seller Name:</b>	KENNEDY-MONELL MARY
<b>Sale Price:</b>	\$825,000.00
<b>Consideration:</b>	FULL
<b>Deed Type:</b>	GRANT DEED
<b>Type of Sale:</b>	RESALE
<b>Recording Date:</b>	09/19/1994
<b>Recording Book/Page:</b>	Book 11694, Page 753

#### **Historical Tax Assessor Information**

##### *Historical Tax Assessor Record 1.*

<b>Tax Year:</b>	2010
<b>Calculated Land Value:</b>	\$4,900,600.00
<b>Calculated Improvement Value:</b>	\$138,880.00
<b>Calculated Total Value:</b>	\$5,039,480.00
<b>Assessed Total Value:</b>	\$5,039,480.00
<b>Assessor's Parcel Number:</b>	050.14 00.02 000.150 00
<b>Absentee Owner:</b>	ABSENTEE (MAIL AND SITUS NOT=)

**Owner:** PALIN MICHAEL  
 ARTICLE 5TH U & C T/W /TR  
**Property Address:** 107 FIRST NECK LN  
 SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE S

*Historical Tax Assessor Record 2.*

**Tax Year:** 2009  
**Calculated Land Value:** \$4,900,600.00  
**Calculated Improvement Value:** \$138,880.00  
**Calculated Total Value:** \$5,039,480.00  
**Assessed Total Value:** \$5,039,480.00  
**Assessor's Parcel Number:** 050.14 00.02 000.150 00  
**Owner:** PALIN MICHAEL TRUST  
**Property Address:** 107 FIRST NECK LN  
 SOUTHAMPTON, NY 11968

*Historical Tax Assessor Record 3.*

**Tax Year:** 2008  
**Calculated Land Value:** \$4,900,600.00  
**Calculated Improvement Value:** \$138,900.00  
**Calculated Total Value:** \$5,039,500.00  
**Assessed Total Value:** \$5,039,500.00  
**Assessor's Parcel Number:** 050.14 00.02 000.150 00  
**Owner:** PALIN MICHAEL TRUST  
**Property Address:** 107 FIRST NECK LN  
 SOUTHAMPTON, NY 11968

*Historical Tax Assessor Record 4.*

**Tax Year:** 2007  
**Calculated Land Value:** \$4,900,600.00  
**Calculated Total Value:** \$4,900,600.00  
**Assessed Total Value:** \$4,900,600.00  
**Assessor's Parcel Number:** 050.14 00.02 000.150 00  
**Owner:** CARYL PALIN  
**Property Address:** 107 FIRST NECK LN  
 SOUTHAMPTON, NY 11968  
**Mailing Address:** 235 PARK AVE S

*Historical Tax Assessor Record 5.*

**Tax Year:** 2006  
**Calculated Land Value:** \$4,900,600.00  
**Calculated Total Value:** \$4,900,600.00  
**Assessed Total Value:** \$4,900,600.00  
**Assessor's Parcel Number:** 050.14 00.02 000.150 00  
**Owner:** CARYL PALIN  
**Property Address:** NY  
**Mailing Address:** 107 FIRST NECK LN  
SOUTHAMPTON, NY 11968-4722

*Historical Tax Assessor Record 6.*

**Tax Year:** 2002  
**Calculated Land Value:** \$40,002.00  
**Calculated Total Value:** \$40,002.00  
**Assessed Total Value:** \$40,002.00  
**Assessor's Parcel Number:** 050.14 00.00 002.015  
**Owner:** PALIN CARYL  
**Property Address:** SOUTHAMPTON, NY 11968  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 7.*

**Tax Year:** 2001  
**Calculated Land Value:** \$40,002.00  
**Calculated Total Value:** \$40,002.00  
**Assessed Total Value:** \$40,002.00  
**Assessor's Parcel Number:** 050.14 00.00 002.015  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN CARYL  
**Property Address:** 107 FIRST NECK LN  
SOUTHAMPTON, NY 11968-4722  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 8.*

**Tax Year:** 2000  
**Calculated Land Value:** \$40,002.00  
**Calculated Total Value:** \$40,002.00  
**Assessed Total Value:** \$40,002.00  
**Assessor's Parcel Number:** 050.14 00.00 002.015  
**Absentee Owner:** YES  
**Owner:** PALIN CARYL  
**Property Address:** 107 FIRST NECK LN  
 SOUTHAMPTON, NY 11968-4722  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 9.*

**Tax Year:** 2000  
**Calculated Land Value:** \$40,002.00  
**Calculated Total Value:** \$40,002.00  
**Assessed Total Value:** \$40,002.00  
**Assessor's Parcel Number:** 050.14 00.00 002.015  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN CARYL  
**Property Address:** 107 FIRST NECK LN  
 SOUTHAMPTON, NY 11968-4722  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 10.*

**Tax Year:** 1999  
**Calculated Land Value:** \$40,002.00  
**Calculated Total Value:** \$40,002.00  
**Assessed Total Value:** \$40,002.00  
**Assessor's Parcel Number:** 050.14 00.00 002.015  
**Owner:** PALIN CARYL  
**Property Address:** 107 FIRST NECK LN  
 SOUTHAMPTON, NY 11968-4722  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing

address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL TRUST  
**Corporate Owner:** CORPORATE OWNER  
**Additional Owner #1:** PALIN MICHAEL TRUST  
**Property Address:** 107 FIRST NECK LN  
SOUTHAMPTON, NY 11968

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.150 00  
**Property Type:** VACANT  
**Land Use:** RESIDENTIAL ACREAGE

**Transaction Information**

**Transaction Date:** 03/19/2009  
**Seller Name:** PALIN M  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 04/02/2009  
**Recording Book/Page:** Book 12584, Page 573  
**Construction Type:** SALE IS A RE-SALE  
**InterFamily Transaction:** RELEASE OF DEED OF TRUST/MTG  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the

local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL TRUST  
**Corporate Owner:** CORPORATE OWNER  
**Additional Owner #1:** PALIN MICHAEL TRUST  
**Property Address:** 107 OX PASTURE RD  
SOUTHAMPTON, NY 11968-4570

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 08  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 12763

**Transaction Information**

**Transaction Date:** 03/19/2009  
**Seller Name:** PALIN M  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 04/02/2009  
**Recording Book/Page:** Book 12584, Page 574  
**Construction Type:** SALE IS A RE-SALE  
**InterFamily Transaction:** RELEASE OF DEED OF TRUST/MTG  
**Purchase Payment:** CASH  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE



TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL TRUST  
**Corporate Owner:** CORPORATE OWNER  
**Additional Owner #1:** PALIN MICHAEL TRUST  
**Property Address:** 97 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 04  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 1113

**Transaction Information**

**Transaction Date:** 03/19/2009  
**Seller Name:** PALIN M  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 04/02/2009  
**Recording Book/Page:** Book 12584, Page 574  
**Construction Type:** SALE IS A RE-SALE  
**InterFamily Transaction:** RELEASE OF DEED OF TRUST/MTG  
**Purchase Payment:** CASH  
**Multiple Parcel Sale:** MULTIPLE PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL TRUST  
**Corporate Owner:** CORPORATE OWNER  
**Additional Owner #1:** PALIN MICHAEL TRUST  
**Property Address:** 87 OX PASTURE RD  
SOUTHAMPTON, NY 11968

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 05  
**Property Type:** SINGLE FAMILY RESIDENCE - TOWNHOUSE  
**Land Use:** SINGLE FAMILY RESIDENCE  
**Building Square Feet:** 3112

**Transaction Information**

**Transaction Date:** 03/19/2009  
**Seller Name:** PALIN M  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 04/02/2009  
**Recording Book/Page:** Book 12584, Page 574  
**Construction Type:** SALE IS A RE-SALE  
**InterFamily Transaction:** RELEASE OF DEED OF TRUST/MTG  
**Purchase Payment:** CASH  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 08/12/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY CLERK, SUFFOLK, NEW YORK

**Owner Information**

**Owner(s):** PALIN MICHAEL TRUST  
**Corporate Owner:** CORPORATE OWNER  
**Additional Owner #1:** PALIN MICHAEL TRUST  
**Property Address:** NY

**Property Information**

**County:** SUFFOLK  
**Assessor's Parcel Number:** 050.14 00.02 000.350 06  
**Property Type:** EXEMPT  
**Land Use:** PUBLIC (NEC)

**Transaction Information**

**Transaction Date:** 03/19/2009  
**Seller Name:** PALIN M  
**Deed Type:** GRANT DEED  
**Document Type:** DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 04/02/2009  
**Recording Book/Page:** Book 12584, Page 574  
**Construction Type:** SALE IS A RE-SALE  
**InterFamily Transaction:** RELEASE OF DEED OF TRUST/MTG  
**Purchase Payment:** CASH  
**Multiple Parcel Sale:** MULTI / DETAIL PARCEL SALE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the

local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** COUNTY REGISTER OF DEEDS, UNION, NEW JERSEY

**Owner Information**

**Owner(s):** RAHWAY PW LLC  
**Corporate Owner:** YES  
**Property Address:** 2175 ELIZABETH AVE  
RAHWAY, NJ 07065-4603  
**Mailing Address:** C/O MICHAEL PALIN  
107 TRUMBALL ST  
ELIZABETH, NJ 10022

**Property Information**

**County:** UNION  
**Assessor's Parcel Number:** 1300229000000009  
**Property Type:** INDUSTRIAL

**Transaction Information**

**Transaction Date:** 06/15/1998  
**Seller Name:** CITY LINE REALTY ASSOCIATES  
**Sale Price:** \$1,200,000.00  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Mortgage Amount:** \$1,000,000.00  
**Mortgage Type:** CONVENTIONAL  
**Interest Rate:** FIXED  
**Lender Name:** FLEET BK  
**Lender Address:** NEW YORK, NY 10036  
**Recording Date:** 06/22/1998  
**Recording Book/Page:** Book 4678, Page 43



**Title Company:** LAND TITLE AGENCY INC  
**Construction Type:** RESALE  
**Purchase Payment:** MORTGAGE

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Tax Assessor Record****Source Information**

**Tax Roll Certification Date:** 11/30/2011  
**Owner Information Current Through:** 07/03/2013  
**County Last Updated:** 08/06/2013  
**Current Date:** 10/04/2013  
**Source:** TAX ASSESSOR DADE, FLORIDA

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Owner Relationship:** HUSBAND/WIFE  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Property Address:** 4941 FISHER ISLAND DR 4941  
MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
NEW YORK, NY 10003-1405

**Property Information**

**County:** DADE  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Property Type:** CONDOMINIUM  
**Land Use:** CONDOMINIUM  
**Zoning:** RU-4A  
**Location Attributes:** WATER FRONT  
**Municipality:** UNINCORPORATED  
**Subdivision:** BAYVIEW AT FISHER ISLAND CONDO  
**Plat Recording:** Book 14605, Page 1313  
**Legal Description:** BAYVIEW AT FISHER ISL CONDO NO 1 UNIT 4941 UNDIV  
4.27 % INT IN COMMON ELEMENTS OFF REC 14605-1313 OR  
17608-0015 0497 1  
**Lot Number:** 4941  
**Range:** 42  
**Township:** 54  
**Section:** 09

**Tax Assessment Information**

<b>Tax Year:</b>	2011
<b>Calculated Improvement Value:</b>	\$1,773,520.00
<b>Calculated Total Value:</b>	\$1,773,520.00
<b>Assessed Total Value:</b>	\$1,773,520.00
<b>Market Improvement Value:</b>	\$1,773,520.00
<b>Market Total Value:</b>	\$1,773,520.00
<b>Valuation Method:</b>	MARKET
<b>Tax Amount:</b>	\$33,193.72
<b>Tax Code Area:</b>	3000

**Building/Improvement Characteristics**

<b>Number of Buildings:</b>	1
<b>Year Built:</b>	1990
<b>Number of Bedrooms:</b>	4
<b>Number of Bathrooms:</b>	4.00
<b>Full Baths:</b>	4
<b>Number of Units:</b>	1

**Last Full Market Sale Information**

<b>Sale Date:</b>	04/10/1997
<b>Seller Name:</b>	VIETS CLAUS
<b>Sale Price:</b>	\$2,042,500.00
<b>Consideration:</b>	FULL
<b>Deed Type:</b>	GRANT DEED
<b>Type of Sale:</b>	RESALE
<b>Mortgage Amount:</b>	\$1,250,000.00
<b>Mortgage Loan Type:</b>	CONVENTIONAL
<b>Lender Name:</b>	BANK OF NY
<b>Recording Date:</b>	04/18/1997
<b>Recording Book/Page:</b>	Book 17608, Page 15

**Previous Transaction Information**

<b>Previous Document Number:</b>	296050
<b>Sale Date:</b>	08/03/1990
<b>Sale Price:</b>	\$1,800,000.00

**Recording Date:** 08/10/1990  
**Recording Book/Page:** Book 14658, Page 1725

### Historical Tax Assessor Information

#### *Historical Tax Assessor Record 1.*

**Tax Year:** 2011  
**Calculated Improvement Value:** \$1,773,520.00  
**Calculated Total Value:** \$1,773,520.00  
**Assessed Total Value:** \$1,773,520.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
NEW YORK, NY 10003-1405

#### *Historical Tax Assessor Record 2.*

**Tax Year:** 2010  
**Calculated Improvement Value:** \$1,773,520.00  
**Calculated Total Value:** \$1,773,520.00  
**Assessed Total Value:** \$1,773,520.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
NEW YORK, NY 10003-1405

#### *Historical Tax Assessor Record 3.*

**Tax Year:** 2010  
**Calculated Improvement Value:** \$1,773,520.00  
**Calculated Total Value:** \$1,773,520.00  
**Assessed Total Value:** \$1,773,520.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)

**Owner:** PALIN MICHAEL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 4.*

**Tax Year:** 2010  
**Calculated Improvement Value:** \$1,773,520.00  
**Calculated Total Value:** \$1,773,520.00  
**Assessed Total Value:** \$1,773,520.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 5.*

**Tax Year:** 2009  
**Calculated Improvement Value:** \$2,955,867.00  
**Calculated Total Value:** \$2,955,867.00  
**Assessed Total Value:** \$2,955,867.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 6.*

**Tax Year:** 2009  
**Calculated Improvement Value:** \$2,955,867.00  
**Calculated Total Value:** \$2,955,867.00  
**Assessed Total Value:** \$2,955,867.00

**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 7.*

**Tax Year:** 2008  
**Calculated Total Value:** \$3,111,430.00  
**Assessed Total Value:** \$3,111,430.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 8.*

**Tax Year:** 2008  
**Calculated Total Value:** \$3,111,430.00  
**Assessed Total Value:** \$3,111,430.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Owner:** PALIN MICHAEL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 9.*

**Tax Year:** 2007  
**Calculated Improvement Value:** \$2,828,570.00  
**Calculated Total Value:** \$2,828,570.00  
**Assessed Total Value:** \$2,828,570.00

**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 10.*

**Tax Year:** 2006  
**Calculated Total Value:** \$2,396,140.00  
**Assessed Total Value:** \$2,396,140.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 11.*

**Tax Year:** 2003  
**Calculated Total Value:** \$1,690,400.00  
**Assessed Total Value:** \$1,690,400.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 12.*

**Tax Year:** 2002  
**Calculated Total Value:** \$1,690,400.00

**Assessed Total Value:** \$1,690,400.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI, FL 33109-0196  
**Mailing Address:** 235 PARK AVE S  
 NEW YORK, NY 10003-1405

*Historical Tax Assessor Record 13.*

**Tax Year:** 2001  
**Calculated Total Value:** \$1,690,400.00  
**Assessed Total Value:** \$1,690,400.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** ABSENTEE (MAIL AND SITUS NOT=)  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI, FL 33109-0196  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 14.*

**Tax Year:** 2001  
**Calculated Total Value:** \$1,536,730.00  
**Assessed Total Value:** \$1,536,730.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** YES  
**Owner:** PALIN MICHAEL  
 PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
 MIAMI, FL 33109-0196  
**Mailing Address:** 969 3RD AVE  
 NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 15.*

**Tax Year:** 2000



**Calculated Total Value:** \$1,536,730.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** YES  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

*Historical Tax Assessor Record 16.*

**Tax Year:** 1999  
**Calculated Total Value:** \$1,536,730.00  
**Assessed Total Value:** \$1,536,730.00  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Absentee Owner:** YES  
**Owner:** PALIN MICHAEL  
PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR 4941  
MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 969 3RD AVE  
NEW YORK, NY 10022-2065

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CLERK OF THE CIRCUIT CT, DADE, FLORIDA

**Owner Information**

**Owner(s):** PALIN MICHAEL AND WIFE  
**Owner Relationship:** HUSBAND/WIFE  
**Property Address:** 4941 FISHER ISLAND DR UNIT 4941  
MIAMI, FL 33109-0196  
**Mailing Address:** 4941 FISHER ISLAND DR  
MIAMI, FL 33109-0196

**Property Information**

**County:** DADE  
**Assessor's Parcel Number:** 3042090110160  
**Property Type:** RESIDENTIAL CONDOMINIUM

**Transaction Information**

**Transaction Date:** 04/10/1997  
**Seller Name:** VIETS CLAUS  
**Sale Price:** \$2,042,500.00  
**Construction:** SALE PRICE (FULL)  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Mortgage Amount:** \$1,250,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Date:** 04/10/1997  
**Lender Name:** BANK OF NY  
**Recording Date:** 04/18/1997  
**Recording Book/Page:** Book 17608, Page 15  
**Construction Type:** RESALE

**Purchase Payment:****MORTGAGE**

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

**Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CLERK OF THE CIRCUIT CT, DADE, FLORIDA

**Owner Information**

**Owner(s):** PALIN MICHAEL AND WIFE  
**Owner Relationship:** HUSBAND/WIFE  
**Ownership Rights:** HUSBAND/WIFE  
**Property Address:** 4941 FISHER ISLAND DR UNIT 4941  
MIAMI, FL 33109-0196  
**Mailing Address:** 4941 FISHER ISLAND DR  
MIAMI, FL 33109-0196

**Property Information**

**County:** DADE  
**Assessor's Parcel Number:** 3042090110160  
**Property Type:** RESIDENTIAL CONDOMINIUM

**Transaction Information**

**Seller Name:** VIETS CLAUS  
**Sale Price:** \$2,042,500.00  
**Construction:** SALE PRICE (FULL)  
**Deed Type:** GRANT DEED  
**Type of Transaction:** RESALE  
**Recording Date:** 04/18/1997  
**Document Number:** 17608-0015  
**Construction Type:** RESALE  
**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax

assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CLERK OF THE CIRCUIT CT, DADE, FLORIDA

**Owner Information**

**Owner(s):** PALIN MICHAEL  
**Absentee Owner:** SITUS FROM SALE (ABSENTEE)  
**Additional Owner #1:** PALIN MICHAEL  
**Property Address:** 4941 FISHER ISLAND DR UNIT 4941  
MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 235 PARK AVE  
NEW YORK, NY 10003-1405

**Property Information**

**County:** DADE  
**Assessor's Parcel Number:** 30-4209-011-0160  
**Property Type:** RESIDENTIAL CONDOMINIUM  
**Land Use:** CONDOMINIUM

**Transaction Information**

**Transaction Date:** 03/19/2009  
**Seller Name:** PALIN MICHAEL  
**Deed Type:** GRANT DEED  
**Document Type:** SPECIAL WARRANTY DEED  
**Type of Transaction:** NOMINAL  
**Recording Date:** 03/30/2009  
**Document Number:** 231250  
**Recording Book/Page:** Book 26808, Page 2395  
**Title Company:** LAWYERS TITLE  
**Construction Type:** SALE IS A RE-SALE  
**InterFamily Transaction:** RELEASE OF DEED OF TRUST/MTG

**Purchase Payment:** CASH

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**Real Property Transaction Record****Source Information**

**Filings Collected Through:** 09/06/2013  
**County Last Updated:** 09/25/2013  
**Frequency of Update:** WEEKLY  
**Current Date:** 10/04/2013  
**Source:** CLERK OF THE CIRCUIT CT, DADE, FLORIDA

**Owner Information**

**Owner(s):** PALIN MICHAEL & CARYL  
**Owner Relationship:** HUSBAND/WIFE  
**Additional Owner #1:** PALIN MICHAEL  
**Owner Relationship:** HUSBAND/WIFE  
**Additional Owner #2:** PALIN CARYL  
**Property Address:** 4941 FISHER ISLAND DR  
MIAMI BEACH, FL 33109-0196  
**Mailing Address:** 4941 FISHER ISLAND DR  
MIAMI BEACH, FL 33109-0196

**Property Information**

**County:** DADE  
**Assessor's Parcel Number:** 30 4209 011 0160  
**Property Type:** RESIDENTIAL CONDOMINIUM

**Transaction Information**

**Transaction Date:** 12/08/2004  
**Deed Type:** DEED OF TRUST  
**Type of Transaction:** REFINANCE  
**Mortgage Amount:** \$1,150,000.00  
**Mortgage Type:** CONVENTIONAL  
**Mortgage Term:** 30 YEARS  
**Mortgage Deed Type:** MORTGAGE DEED  
**Mortgage Date:** 12/08/2004  
**Mortgage Due Date:** 12/01/2034  
**Interest Rate:** ADJUSTABLE



**Lender Name:** WASHINGTON MUTUAL BK FA  
**Lender Address:** 400 E MAIN ST STOCKTON, CA 95202-3000  
**Recording Date:** 12/17/2004  
**Document Number:** 1131288  
**Recording Book/Page:** Book 22917, Page 4402  
**Title Company:** COMMONWEALTH LAND TITLE INS  
**Refinance Loan:** LOAN TO VALUE IS MORE THAN 50%

TAX ASSESSOR RECORD is available for this property. The record contains information from the office of the local real property tax assessor office. In addition to identifying the current owner, the record may include tax assessment information, the legal description, and property characteristics. Additional charges may apply.

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

#### **Order Documents**

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
Additional charges apply.

END OF DOCUMENT

**COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A.**  
**FEDERAL EXPRESS SHIPMENT REQUEST**

DATE: June 26, 2012

Ref: 84988-0077-RICHR Date: 26Jun12  
Dep: DOC#8498877/PENN Wgt: 1.00 LBS

SHIPPING: 12.75  
SPECIAL: 5.35  
HANDLING: 0.00  
TOTAL: 18.10

DV: 0.00

Svcs: PRIORITY OVERNIGHT DSR  
TRCK: 4592 0586 0887

**SHIPPING LABEL DATA**

CONTACT NAME: William Hengemihle  
COMPANY NAME: FTI Consulting  
STREET ADDRESS: 1255 Drummers Lane, Suite 320  
CITY, STATE ZIP: Wayne, PA 19087

TELEPHONE:

**CHARGE TO** (please check one box only)

- CLIENT/MATTER NUMBER ..... 8498877 (GHC)  
 RECIPIENT'S ACCOUNT NUMBER .....  
 THIRD PARTY'S ACCOUNT NUMBER .....  
 FIRM BUSINESS .....  
(Explain):  
 PERSONAL (to be reimbursed)

**ADDITIONAL DATA**

SHIPPING ATTORNEY NAME/BILLING NUMBER: R. Ericsson-0641  
SECRETARY NAME AND EXTENSION: P. Kappler-5076  
RETURN THIS FORM TO: E. Aliotta-5086 (ES)  
DOCUMENT NUMBER OF COVER LETTER: 8498877

**SPECIAL DELIVERY REQUIREMENTS**

**\*\*\* IF USING THIS FORM FOR UPS DELIVERY: ALL RESIDENTIAL DELIVERIES BY  
UPS WILL BE MADE WITHOUT A SIGNATURE \*\*\***

- NEXT DAY AIR/PRIORITY DELIVERY (GUARANTEED 10:30 A.M.)  
 NEXT DAY SAVER/STANDARD DELIVERY (GUARANTEED 3:00 P.M.)  
 ECONOMY TWO-DAY (BY 4:30 P.M.)  
 SATURDAY DELIVERY  
 DELIVER WITHOUT SIGNATURE

**\*\*\*SHIPMENTS CANNOT BE MADE WITHOUT COMPLETE AND ACCURATE INFORMATION!\*\*\***



**COLE SCHOTZ**

COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A.  
Attorneys at Law A Professional Corporation

COURT PLAZA NORTH  
25 MAIN STREET  
P.O. BOX 800  
HACKENSACK, NJ 07602-0800  
201-489-3000 201-489-1536 FAX

Richard J. Ericsson  
MEMBER

Reply to New Jersey Office  
WRITER'S DIRECT LINE: 201-525-6346  
WRITER'S DIRECT FAX: 201-678-6346  
WRITER'S E-MAIL: RERICSSON@COLESCHOTZ.COM

NEW YORK

DELAWARE

MARYLAND

TEXAS

June 26, 2012

**Via Federal Express**

William Hengemihle  
FTI Consulting  
1255 Drummers Lane, Suite 320  
Wayne, PA 19087

Re: Lower Passaic River Study Area - Cooperating Parties Group  
Requests to EPA to Name Additional PRP for the LPRSA

Dear Mr. Hengemihle:

As we have discussed, this firm represents GHC in Liquidation and its members, the Estates of Sol and Irving Goldman and DiLorenzo Properties Company (collectively, "GHC") in the Lower Passaic River Study Area matters. GHC was issued a general notice letter from the EPA, and is a member of the Cooperating Parties Group and Small Parties Group based upon its connection with the American Modern Metals Corporation Site (the "AMMCO Site" or the "Property").

I write to bring to your attention an additional potentially responsible party connected with the AMMCO site, Michael Palin, and to request your assistance in persuading the EPA to issue a general notice letter to Mr. Palin and his corporate entities (collectively, "Palin"). Palin was for all intents and purposes the equitable owner of the AMMCO Site for over 20 years between 1959 and 1980. Palin is therefore a PRP and should be fully participating in funding the Lower Passaic River Study Area EPA actions, including the RI/FS and the River Mile 10.9 targeted remedy (the "Work"). Palin has substantial assets and should be contributing to the significant Work costs – adding Palin to the group of parties contributing to the Work will expand the pool of money available for the Work.

**The History of Palin's Connection to the AMMCO Site.**

GHC's alleged nexus to the Passaic River is through its past ownership of the AMMCO Site, located at Passaic Avenue and Belgrove Drive, Kearny, Hudson County, New Jersey, as more specifically identified as Block 1, Lots 9, 10 and 11 and Block 14, Lots

William Hengemihle  
June 26, 2012  
Page 2

3 and 4 on the tax map of Kearny, New Jersey. As your office advised, that nexus was set forth in the September 19, 2003 letter from the NJDEP to GHC (the "Directive") titled "Directive No. 1 – Natural Resource Injury Assessment and Interim Compensatory Restoration of Natural Resources Injuries" regarding the Lower Passaic River.

In the Directive, the NJDEP relied upon a September 1995 environmental report prepared by Bell Environmental on behalf of the primary Property operator, American Modern Metals Corp. The Directive inaccurately states that "Sol Goldman operated the American Modern Metals Corporation Site as an industrial park with various tenants." In fact, the GHC partnership merely leased the AMMCO Site to a single tenant, Palin, which, as the lessee/sublessor, in turn leased the Property to various other subtenants. GHC had no interaction at all with the operating subtenants at the Property.

GHC purchased the Property in 1959 through a nominee entity named York Associates ("York"). Almost immediately after it purchased the Property, GHC entered into a triple-net 50 year lease (the "Lease") with Elite Industrial Park, Inc. ("Elite"), a closely held corporation controlled by Michael Palin. A copy of the Lease is attached as **Exhibit A**. In 1974, Elite assigned its leasehold interest in the AMMCO Site to E&P Enterprises, Co. ("E&P")<sup>1</sup>, a general partnership owned and controlled by Michael Palin and his wife or farther-in-law. Finally, in 1980, E&P sold its leasehold interest in the AMMCO Site to Airlite Aluminum Corp. Airlite was an entity related to AMMCO. Copies of the two assignments are attached as **Exhibit B** and **C**, respectively.

AMMCO was the primary tenant of the two Palin-controlled entities throughout the Palin entities' tenancy, i.e., from 1959 through 1980. During that period, Palin had exclusive control over the AMMCO Site. As such, Palin was the *de facto* owner of the Property. GHC had only a very minimal right to even access the AMMCO Site between 1959 and 1980, and had no direct or indirect contact with the operating entities at the AMMCO Site.

Had the EPA been aware of the ownership and leasing history of the AMMCO Site, Palin would likely have been issued general notice letters by the EPA. We believe that Michael Palin's current business, Palin Enterprises, is the successor to Elite and E&P. Additionally, Michael Palin has personal liability because he was the general partner in E&P Enterprises from 1974 to 1980. We also believe that the E&P partnership succeeded to the liabilities of Elite and that Michael Palin is therefore also personally liable for any environmental discharges alleged to have occurred between 1959 to 1974.

---

<sup>1</sup> In 1987, E&P changed its name to Palin Enterprises, which is Michael Palin's ongoing business. Its offices are located at 235 Park Avenue South, New York, New York 10003.

William Hengemihle  
June 26, 2012  
Page 3

***De Facto Owners Under CERCLA – The Commander Oil Case.***

Under the leasing arrangements, GHC was the master landlord while Palin's two entities (Elite and E&P) were the lessees/sublessors. The CERCLA liability of lessees/sublessors was addressed in Commander Oil Corp. v. Barlo Equipment Corp., 215 F.3d 321 (2d Cir. 2000) a copy of which is attached hereto as **Exhibit D**. While under the particular facts of that case the court found that the lessee/sublessor was not an "owner" under CERCLA, the court set forth several factors relevant to establishing that a lessee/sublessor is a *de facto* owner and thus liable under CERCLA as a property owner. Palin meets each and every criteria of a *de facto* owner.

In addressing this issue, the court stated:

We do not foreclose the possibility that in some circumstances lessees/sublessors may be liable as owners under CERCLA. Certain lessees may have the requisite indicia of ownership vis-à-vis the record owner to be *de facto* owners and therefore strictly liable. Such would probably be true of a lessee with the proverbial 99-year lease. While we need not define with specificity those factors that might transform a lessee into an owner, we note several that we think could be important, specifically: (1) whether the lease is for an extensive term and admits of no rights in the owner/lessor to determine how the property is used; (2) whether the lease cannot be terminated by the owner before it expires by its terms; (3) whether the lessee has the right to sublet all or some of the property without notifying the owner; (4) whether the lessee is responsible for payment of all taxes, assessments, insurance, and operation and maintenance costs; and (5) whether the lessee is responsible for making all structural and other repairs. This non-exclusive list is meant to reinforce the point that the critical question is whether the lessee's status is that of a *de facto* owner and not whether it exercises control over the facility.

Commander Oil at 330-31.

**Palin Satisfies all Commander Oil *De Facto Owner* Criteria and is Therefore a CERCLA PRP.**

In reviewing the lease between GHC and Palin, it is clear that Palin satisfies all of these criteria and should be viewed as the *de facto* owner of the Property and as a PRP who

William Hengemihle

June 26, 2012

Page 4

should be brought into the LPRSA. First, the lease was for a lengthy term of 50 years.<sup>2</sup> Second, the Landlord had only a limited ability to terminate the lease (e.g., for non-payment of monetary obligations, of course).<sup>3</sup> Third, lessee/sublessor had the absolute right to sublease any or all of the AMMCO Site without approval or notice to GHC. Fourth, Palin was responsible for all taxes, assessments, insurance, and operation and maintenance costs.<sup>4</sup> Fifth, Palin was responsible for making all structural and other repairs.<sup>5</sup> Perhaps most strikingly, Palin had the right to mortgage the AMMCO Site up to the value of the leasehold interest – an extremely unusual provision that gave Palin uncommon control of the AMMCO Site even for a long-term lease.<sup>6</sup> It is therefore clear that under the terms of the Lease, Palin enjoyed essentially all the benefits of property ownership, and therefore should be considered the *de facto* owner of the AMMCO Site and thus potentially responsible under CERCLA as a property owner for any alleged impacts from the AMMCO Site to the Passaic River.

---

We ask for your assistance in conveying this information to the EPA as a basis for the EPA to issue a general notice letter to Palin. The current on-going issues related to River Mile 10.9 presents a timely opportunity for the EPA to revisit the potential PRPs that should be participating in some manner in the Work.

Given the currently fluid dynamics between the CPG and the EPA, as well as within the CPG, this is an especially opportune time to urge the EPA to bring additional PRPs into this matter. Again, Palin is a prime candidate for inclusion within LPRSA site since he was the *de facto* owners of the AMMCO Site and since Palin is a deep pocket with significant assets available to aid in the performance and payment of the Work and future cleanup obligations.

---

<sup>2</sup> See Lease, introductory paragraphs.

<sup>3</sup> See Lease ¶ 21.

<sup>4</sup> See Lease ¶¶ 5 and 11.

<sup>5</sup> See Lease ¶¶ 8 and 12.

<sup>6</sup> See Lease ¶ 6.

William Hengemihle  
June 26, 2012  
Page 5

Please let me know if you need any additional information or have any comments regarding this matter. I am also available at your request to discuss options for getting the EPA to act to bring Palin into the Lower Passaic River Study Area matters. Thank you for your cooperation and attention to this matter

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard J. Ericsson". The signature is fluid and cursive, with a large initial "R" and "E".

Richard J. Ericsson

RJE:lh  
Attachments  
cc: William Hyatt, Esq.

**Exhibit A**

September 2, 1959 Lease between York Associates, Inc. and Elite Industrial Park, Inc.



Marion Rhooff Eliz J-2344 61-

Blissinger, Inc. 1-6000

---

YORK ASSOCIATES, INC.,

LANDLORD,

ELITE INDUSTRIAL PARK, INC.,

TENANT,

ASSIGNED TO:

AIRLITE ALUMINUM

---

**LEASE**

---

*Attorney for Tenant,*

DREYER & TRAUB, Esqs.,  
16 Court Street,  
Brooklyn 1, New York.

*Attorney for Landlord,*

GEORGE H. ROSS, Esq.,  
200 West 34th Street,  
New York 1, New York.

---

AGREEMENT entered into this 2nd day of September, 1959, between YORK ASSOCIATES, INC., a New York Corporation, having its principal place of business at 200 West 34th Street, in the Borough of Manhattan, City and State of New York, party of the first part (hereinafter referred to as the "Landlord"), and ELITE INDUSTRIAL PARK, INC., a New Jersey Corporation, having its principal place of business at 1051 Irving Avenue, Brooklyn, New York, party of the second part (hereinafter referred to as the "Tenant").

WITNESSETH:

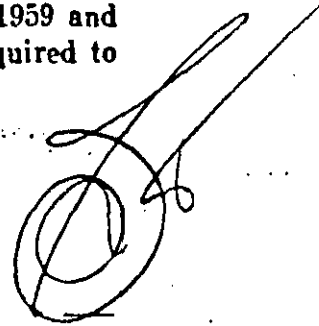
The Landlord hereby demises and leases to the Tenant, and the Tenant hereby hires and takes from the Landlord all that certain plot, piece or parcel of land with the buildings and improvements thereon, more particularly described in Schedule A annexed hereto and made a part hereof.

To HAVE AND TO HOLD the demised premises for a term of fifty (50) years and two (2) months commencing as of the 1st day of September, 1959, and ending on the 31st day of October, 2009 both dates inclusive, unless sooner terminated as herein provided.

1. The Tenant shall use and occupy the demised premises for any lawful purpose.

2. The Tenant shall pay to the Landlord net rent in lawful money of the United States, in equal monthly instalments in advance, on the 1st day of each and every month during the term, without any offset or deduction whatsoever unless otherwise provided in this lease, as follows:

(a) For the period commencing September 1, 1959 and expiring October 31, 1959 Tenant shall not be required to pay any net rental, and

A large, stylized handwritten signature or scribble in black ink, located in the lower right quadrant of the page. It consists of several overlapping loops and a long, sweeping tail that extends towards the top right corner.

(b) For the period commencing November 1, 1959 and expiring October 31, 1961 the sum of Forty Two Thousand (\$42,000.00) Dollars per annum payable in equal monthly instalments of Three Thousand Five Hundred (\$3,500.00) Dollars, except that the monthly instalment for the month of November 1959 shall be payable on the execution hereof, and

(c) For the period commencing November 1, 1961 and expiring October 31, 2009 the sum of Forty Four Thousand (\$44,000.00) Dollars per annum payable in equal monthly instalments of Three Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$3,666.67).

Net Rent  
to be Net  
to Landlord

3. It is the intention of the parties that the rent payable hereunder shall be net to Landlord, so that this lease shall yield to Landlord, the net annual rent specified herein during the term of this lease, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the demised premises (except the taxes of Landlord referred to in Article 5 sub-division (e) hereof) shall be paid by Tenant, provided, however, that nothing herein contained shall require, or be deemed to require, Tenant to pay the principal of, or interest on, any mortgage affecting the fee of the demised premises.

Rent  
Additional  
Rent

4. Tenant shall pay all rent as herein provided. All taxes, costs and expenses which Tenant assumes or agrees to pay hereunder shall be treated as additional rent, and in the event of non-payment Landlord shall have all the rights and remedies herein provided for in the case of non-payment of rent or of a breach of a condition. If Tenant shall default in making any payment required hereby and such default in payment shall continue for a period of ten (10) days after notice by Landlord to Tenant, or in the event that any tax, water rate or assessment shall remain unpaid for ten (10) days after the same shall become due and payable, or if Tenant shall default in

complying with any other agreement, term, covenant or condition hereof and such default in complying shall continue for a period of thirty (30) days after notice by Landlord to Tenant and Tenant shall not in good faith have commenced within said thirty (30) day period to correct such default and diligently proceed therewith, Landlord, at its option, may, but shall not be obligated to, make any such payment or comply with any such agreement, term, covenant or condition, and the amounts expended by Landlord, with interest thereon from the date of expenditure, shall become due and payable by Tenant as additional rent with the next succeeding instalment of net rent which shall become due after such expenditure by Landlord, and Landlord shall have the right to enter the demised premises for the purpose of correcting or remedying such default and to continue therein until the same shall have been corrected or remedied; but any such expenditure by Landlord shall not be deemed to waive or release Tenant's default, or the right of Landlord to take such action as may be permissible hereunder as in the case of default in the payment of net rent.

5. (a) Tenant shall during the term, as additional rent pay and discharge punctually as and when the same shall become due and payable without penalty, all taxes, assessments, water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every instalment thereof, which shall or may during the term be charged, laid, levied, assessed, imposed, become due and payable, or liens upon or for the demised premises or any part thereof, or any buildings, appurtenances or equipment owned by Tenant thereon or therein or any part thereof, and all taxes charged, laid, levied, assessed or imposed in lieu of or in addition to the foregoing, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of the

**Taxes**

Federal, State, County and City Governments and of all other governmental authorities whatsoever, and all water rents, rates and charges, sewer rents, and charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services, furnished to the demised premises or the occupants thereof during the term, and all fees and charges of public and governmental authorities for construction, maintenance, occupation or use during the term of any vault, passageway or space in, over or under any sidewalk or street on or adjacent to the demised premises, or for construction, maintenance or use during the term of any part of any building covered hereby within the limits of any street. To the extent that the same may be permitted by law, Tenant shall have the right to apply for the conversion of any assessment for local improvements in order to cause the same to be payable in annual instalments, and upon such conversion Tenant shall pay and discharge punctually said instalments as they shall become due and payable during the term and shall pay the balance of all such instalments prior to the expiration of the term of this lease; provided, however, that, if the holder of any first mortgage of the fee to which this lease is subordinate shall demand payment of any instalment or instalments of any such assessment heretofore or hereafter laid, Tenant shall within twenty (20) days after notice by Landlord to Tenant pay the same notwithstanding that such instalment or instalments be not due and payable at the time of such notice, and, in the event that Tenant shall fail to pay the same within such twenty (20) day period, Landlord, at its option, may, but shall not be obligated to, make such payment, and the amounts so paid by Landlord, with interest thereon from the date of expenditure, shall become due and payable by Tenant as additional rent with the next succeeding instalment of net rent which shall become due after such expenditure by Landlord. Except as provided in the foregoing sentence, Tenant shall be deemed to have complied with the covenants of this subdivision

(a) if payment of such tax, assessment, water rent, rate and charge, sewer rent, and other governmental imposition and charge shall have been made, either within any grace period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest, or before the same shall become a lien upon the demised premises, and Tenant shall within twenty (20) days after the time above provided for the payment by Tenant thereof produce and exhibit to Landlord satisfactory evidence of such payment.

(b) All such taxes, water rents, rates and charges, sewer rents and other governmental impositions and charges which shall become payable during each of the calendar or fiscal years, as the case may be, in which the term herein originally demised commences and in which such term terminates shall be apportioned pro rata between Landlord and Tenant in accordance with the respective portions of each such year during which such term shall be in effect, and in the case of assessments for local improvements which shall have been converted to and shall be payable in annual instalments only such of said instalments as shall become due and payable during each such year shall be so apportioned (including the instalments originally due and payable during the calendar or fiscal year in which such term as the same may have been renewed terminates and during subsequent years which shall have been previously paid due to the demand of any mortgagee as provided in the foregoing subdivision (a)).

(c) Tenant shall have the right to contest or review by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant shall conduct promptly at its own expense, and free of any expense to Landlord, and, if necessary, in the name of Landlord), any tax, assessment, water rent, rate or charge, sewer rent, or other governmental imposition or charge aforementioned, upon

condition that, before instituting any such proceedings, if the contested items shall not have been paid, Tenant shall furnish to Landlord, or to the holder of any first mortgage of the fee to which this lease is subordinate, a surety company bond, a cash deposit, or other security satisfactory to Landlord, sufficient to cover the amount of the contested items, with interest and penalties for the period which such proceedings may reasonably be expected to take, securing payment of such contested items, interest and penalties, and all costs in connection therewith. Notwithstanding the furnishing of any such bond, deposit or security, Tenant shall promptly pay all such items if at any time the demised premises or any part thereof shall be in danger of being forfeited or lost and upon such payment any such deposit or security shall be forthwith returned to Tenant and any such bond cancelled and discharged. The legal proceedings herein referred to shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the demised premises or adjudicated to be due and payable on any such contested items and if there shall be any refund with respect thereto Tenant shall be entitled to the same, subject to apportionment as provided in the foregoing subdivision (b).

(d) Landlord agrees that in the event Tenant shall have commenced to contest or review by legal proceedings any tax, assessment, water rent, rate or charge, sewer rent or other governmental imposition or charge aforementioned pursuant to the provisions of subdivision (c) above, then and in that event as long as such item is being contested by the Tenant Landlord will not pay any contested items or compromise any proceedings without the prior consent of the Tenant. Nothing contained in the preceding sentence shall prevent the Landlord from paying any contested item if non-payment at such time of such item sub-

ordination of this instrument and all rights hereunder to the lien of any such mortgage or mortgages and any renewal, modification, consolidation, replacement or extension thereof, and, if the holder shall fail at any time to execute and deliver any such subordination instrument, the Landlord under the Lease, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver the same as the attorney in fact of the holder hereof and in his name, place and stead, and the holder hereof hereby makes, constitutes and appoints the Landlord under the Lease such attorney in fact for that purpose."

(iv) such mortgage is duly recorded.

(d) Tenant shall have the right to sub-let portions of the demised premises or the entire demised premises at any time and from time to time without Landlord's consent. Any such sub-letting however shall be subject and subordinate to this lease. If at any time Tenant or any sub-tenant or proposed sub-tenant requests Landlord's written consent to the sub-letting and an agreement by Landlord in connection with such consent, not to disturb the sub-tenant's lease or leasehold as long as the sub-tenant pays the rents and other sums in accordance therewith and carries out the sub-tenant's duties and obligations thereunder, Landlord agrees that Landlord will give such consent provided:

1. This lease is in full force and effect.
2. That the sub-tenant or proposed sub-tenant will use the sub-let premises for purposes not in violation of the provisions of this lease and that none of the terms of the provisions of the sub-lease violate or are in conflict with the terms or the provisions of this lease.
3. Tenant shall not without the Landlord's prior written consent reduce the rent of any sub-tenants or other-



wise adversely affect the rights of the Landlord with respect to such sub-tenants or permit the cancellation or accept the surrender of any sub-lease or modify any sub-lease if it substantially affects the Landlord adversely. Tenant agrees that it will not accept any prepaid rent in excess of three (3) months from any sub-tenant nor shall it grant any concession in excess of three (3) months without obtaining the Landlord's prior written consent. No act in violation hereof shall be binding upon the Landlord.

Tenant hereby assigns to Landlord all sub-leases and all sub-rents reserved under all sub-leases as further security for performance of Tenant's duties and obligations hereunder (such assignment shall become effective when and if Tenant shall be in default under this lease). Tenant agrees that a duplicate original of all leases executed subsequent to the date of this lease shall be delivered to the Landlord within ten (10) days after their execution. Any assignment of leases or rents to the Landlord as herein provided shall be subject to the prior rights, if any, of any mortgagee to which this lease is subordinate.

#### Alterations

7. (a) Subject to the limitation that no substantial portion of any building on the demised premises (other than the small building adjoining building #2 on the East and fronting on Marshall St. which Tenant may demolish for the purpose of access to Marshall St. from the ground floor of building #2) shall be demolished or removed by Tenant without the prior consent in writing of Landlord, and if necessary of the holder of any first mortgage of the fee to which this lease is subordinate, Tenant may at any time or times during the term, and at its own cost and expense, make any alterations, rebuildings, replacements, changes, additions and improvements in and to the demised premises and to the buildings thereon, including construction of a new building or buildings provided:

(1) that the same shall be performed in a first class workmanlike manner, and shall not weaken nor impair the structural strength, nor lessen the value of such buildings on the demised premises at the time, nor substantially change the character of the building;

(2) that no structural alteration to the exterior walls, roof and foundation be made without first obtaining consent of Landlord unless the cost thereof is \$25,000.00 or less;

(3) all interior alterations shall be made according to plans and specifications therefor, which, provided the estimated cost thereof shall exceed Twenty-Five Thousand Dollars (\$25,000.00) shall be first submitted to and approved in writing by Landlord;

(4) that all such work shall be done subject to and in accordance with the requirements of law and local regulations and of all governmental departments or authorities having jurisdiction; and

(5) that before commencing any such work Tenant shall, at Tenant's expense, pay the amount of any increase in premiums on insurance policies provided for under Article 11(a) on account of endorsements to be made thereon covering the risk during the course of such work, and Tenant shall in addition, if the estimated cost of such work shall exceed Twenty-Five Thousand Dollars (\$25,000.00), at Tenant's expense, give to Landlord or the holder of any first mortgage to which this lease is subordinate, a surety company performance bond or bonds in a company or companies and in form satisfactory to Landlord, in an aggregate amount equal to the estimated cost of such work, guaranteeing the completion of such work, free and clear of all liens, encumbrances, chattel mortgages and conditional bills of sale, according to plans and specifications therefor which shall be first submitted to and approved in writing by Landlord, or in lieu of such bond or bonds other security satisfactory to Landlord.

(b) All buildings, alterations, rebuildings, replacements, changes, additions, improvements and appurtenances on or in the demised premises at the commencement of the term, and which may be erected, installed or affixed by Tenant on or in the demised premises during the term, are and shall be deemed to be and immediately become part of the realty and the sole and absolute property of Landlord and shall be deemed to be part of the premises.

**Repairs**

8. Tenant shall, at all times during the term, and at its own cost and expense, put, keep, replace and maintain in thorough repair and good, safe and substantial order and condition all buildings and improvements on the demised premises at the commencement of the term, and thereafter erected on the demised premises, or forming part thereof, and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, and shall repair the same and at all times keep the same in thorough repair and good, safe and substantial order and condition, howsoever the necessity or desirability therefor may occur, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise; and shall use all reasonable precaution to prevent waste, damage, or injury. Tenant shall also, at its own cost and expense, put, keep, replace and maintain in thorough repair and good order and safe condition, and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, areas, coal-chutes, fences, railings, gutters, parking areas, malls, light stanchions, if any of the foregoing exist and curbs in front of and adjacent to the demised premises.

Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, because of Tenant's failure to comply with the foregoing, and Tenant shall not call upon Landlord for any disbursement or outlay whatsoever in connection therewith, and hereby expressly releases and discharges Landlord of and from any liability therefor.

Landlord shall in no event be required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs during the term.

Landlord shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the term, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power.

9. Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the demised premises or in the buildings or improvements thereon; it being agreed that should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the demised premises, or labor performed or material furnished therein, thereon or thereto, neither Landlord nor the demised premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuildings, replacements, changes, additions improvements and repairs, and labor and material, shall be made, furnished and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing and performing such labor and material.

**Liens**

If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge or order for the payment of money shall be filed against the demised premises or any buildings or improvements thereon, or against Landlord (whether or not such lien, charge or order is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ninety (90) days after notice to Tenant of the filing thereof, and Tenant shall indemnify and save harmless Landlord

against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

A mechanic's or other lien, charge or order for the payment of money shall be deemed filed only at the time of the occurrence of either of the following:

a. The commencement of foreclosure proceedings by any lienor pursuant to a previously filed notice of intention or

b. Notification by a proposed mortgagee or existing mortgagee that the existence of any mechanic's or other lien or charge or notice of intention shall prevent the consummation of such proposed financing or shall be the basis of foreclosure of an existing mortgage.

The ninety day period hereinbefore referred to in this paragraph within which the Tenant shall cause the discharge or bonding of any lien which has been filed shall apply to any lien covered by the provisions of subdivision (a) of this paragraph. In respect to any mechanic's or other lien deemed filed pursuant to subdivision (b) then Tenant shall have a period of thirty (30) days after notice within which to either discharge the lien of record or bond same or procure a waiver from the lienor waiving the lienor's rights as against the proposed or existing mortgagee.

**Requirements  
of Public  
Authorities**

10. During the term Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the Federal, State, County and City Governments and of all other governmental authorities affecting the demised premises or appurtenances or any part thereof, and of all their respective departments, bureaus and officials, and of the insurance underwriting board or insurance inspection bureau having jurisdiction, or any other body exercising similar functions, and of all insurance policies covering the demised premises or any

part thereof, whether such laws, ordinances, requirements, orders, directions, rules or regulations relate to structural alterations, changes, additions, improvements, requirements or repairs, either inside or outside, extraordinary or ordinary, or otherwise, to or in and about the demised premises, or any building thereon, or to any vaults, passageways, franchises, or privileges appurtenant thereto or connected with the enjoyment thereof, or to alterations, changes, additions, improvements, requirements or repairs incident to or as a result of any use or occupation thereof, or otherwise, and whether the same are in force at the commencement of the term or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Article 10.

11. (a) During the term Tenant, at its own cost and expense, and as additional rent, shall:

Insurance

(1) Keep all buildings and improvements and equipment on, in or appurtenant to the demised premises at the commencement of the term and thereafter erected thereon or therein, including all alterations, rebuildings, replacements, changes, additions and improvements, insured for the benefit of Landlord and Tenant and the holder of any first mortgage to which this lease is subordinate (hereinafter sometimes called "fee mortgagee") and any leasehold mortgagee as their respective interests may appear, against loss or damage by fire, casualty and all available extended coverage, war risk (when obtainable), atomic bomb (when obtainable), other hazards and similar insurance when obtainable as may from time to time be required by the holder of any first mortgage to which this lease is subordinate, in an aggregate amount which shall not be less than 80% of the full insurable value thereof, but, in any

event a minimum amount necessary to avoid the effect of co-insurance provisions of the policies, in such insurance companies and in such form as shall be satisfactory to Landlord and any such mortgagee, all of which policies shall provide that loss, if any, payable thereunder shall be payable to Landlord and Tenant as their respective interests may appear or to Landlord, Tenant and any fee mortgagee solely if the mortgage provides for application of insurance proceeds to repair, replacement or rebuilding in the event of destruction or damage by fire, casualty or other cause on substantially the same conditions as provided in this lease, and all such policies, with receipts evidencing payment of the premiums thereon, shall be delivered to and held by Landlord or any fee mortgagee designated by Landlord;

(2) Provide or cause to be provided and keep in force for the benefit of Landlord rent, general public liability, and boiler insurance policies protecting Landlord against any and all liability, in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) in respect of injury to any one person, and in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) in respect of any one accident or disaster and in the amount of not less than Fifty Thousand Dollars (\$50,000.00) in respect of destruction or damage to property and such policies shall cover the entire buildings and premises as well as the sidewalks in front thereof, and all such policies, with receipts evidencing payment of the premiums thereon, shall be delivered to and held by Landlord. A liability policy covering Landlord and Tenant, as their interests may appear, but otherwise in the form herein provided, shall be deemed a compliance with the covenants of this subdivision (a) (2); the amount of the rent insurance policy shall be an amount equal to one year's rent hereunder.

(3) Provide and keep in force for the benefit of Landlord plate glass insurance covering the glass in the demised premises; and

(b) Tenant shall pay all premiums and charges for all of such policies, and if Tenant shall fail to make any such payment when due, or carry any such policy, Landlord, at its option, may, but shall not be obligated to, make such payment or carry such policy, and the amounts paid by Landlord, with interest thereon from the date of payment, shall become due and payable by Tenant as additional rent with the next succeeding instalment of net rent which shall become due after such payment by Landlord; but payment by Landlord of any such premiums or the carrying by Landlord of any such policy shall not be deemed to waive or release the default of Tenant with respect thereto, or the right of Landlord to take such action as may be permissible hereunder as in the case of default in the payment of net rent.

(c) At least twenty (20) days prior to the expiration of each such policy, Tenant shall procure renewal insurance and within such period shall deliver to Landlord, or any mortgagee designated by Landlord, the original policy; and if Tenant shall fail to procure such renewal insurance, or deliver such policies, Landlord, at its option, may but shall not be obligated to, procure and/or pay therefor, and the amounts paid by Landlord, with interest thereon from the date of payment, shall become due and payable by Tenant as additional rent with the next succeeding instalment of net rent which shall become due after such payment by Landlord; but payment by Landlord of any such premiums shall not be deemed to waive or release the default in the payment thereof by Tenant, or the right of Landlord to take such action as may be permissible hereunder as in the case of default in the payment of net rent.



(d) Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policy, and Tenant shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing satisfactory to Landlord or any first mortgagee shall be willing to write and/or continue such insurance.

(e) Tenant and Landlord shall cooperate in connection with the collection of any insurance monies that may be due in the event of a loss over \$25,000.00, and Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance monies. Any loss under \$25,000 may be adjusted solely by Tenant. Any dispute as adjustment of a loss over \$25,000 shall be submitted to arbitration as hereinafter provided.

(f) Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be cancelled without at least ten (10) days' prior written notice to Landlord.

**Destruction**

12. (a) If during the term the buildings, improvements or the equipment on, in or appurtenant to the demised premises at the commencement of the term or thereafter erected thereon or therein shall be destroyed or damaged in whole or in part by fire or other cause, Tenant shall give to Landlord immediate notice thereof, and Tenant, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the extent of the value and as nearly as possible to the character of the buildings and improvements and the equipment therein existing immediately prior to such occurrence; and Landlord shall in no event be called upon to repair, replace or rebuild any such buildings, improvements or equipment, nor to pay any of the costs or expenses thereof beyond or in excess of the insurance proceeds as herein provided.

(b) For the purpose of paying towards the cost of such repairs, replacement or rebuilding, from time to time (but not more frequently than once in each month), Landlord and Tenant shall make available all net sums received under insurance policies covering such loss as provided in Article 11(a)(1) to the parties whom Tenant may employ to repair, replace or rebuild the same as such repairs, replacement or rebuilding shall progress, or to Tenant as Tenant shall make or pay for such repairs, replacement or rebuilding, in reimbursement for work and materials actually incorporated in the demised premises, upon the requisition certificates of the architect in charge of such work, whose selection shall be subject to the prior written approval of Landlord, provided, however, that in each instance of requisition aforesaid prior to completion of such work said architect shall also certify to Landlord, and at Landlord's request to any mortgagee, that the cost of the then remaining work necessary for completion thereof does not exceed 90% of the balance of said insurance proceeds as will remain after payment over of the sum so requisitioned, and that such work has been prosecuted in accordance with the plans and specifications therefor. The balance of 10% shall be paid to Tenant within 20 days after completion of all work. If in the course of such work any mechanic's or other lien or order for the payment of money shall be filed against the demised premises or against Landlord or Tenant or any contractor of Tenant, or if Tenant shall default in the performance of any of the agreements, terms, covenants or conditions hereof, Landlord shall not be obligated to make any payment of such insurance proceeds until and unless such lien or order shall have been fully bonded, satisfied, cancelled, discharged of record or complied with and/or until such default shall have been cured. If the net amount of such insurance proceeds shall be insufficient for the proper and effective repair, replacement or rebuilding of such damaged or destroyed buildings, improvements or equipment, Tenant shall pay the additional sums required, and if the amount of such

insurance proceeds shall be in excess of the cost thereof the excess shall be paid to and retained by Tenant.

(c) In the event that the holder of any mortgage on the fee of the demised premises shall fail or refuse to make available to the parties whom Tenant may employ to repair, replace or rebuild the same, the net sums received under such insurance policies covering such loss, in accordance with the provisions of subdivisions (a) and (b) of this Article 12, then the Landlord shall either procure a new mortgage loan upon the demised premises, in an amount equal to the amount received by the mortgagee under such insurance policies covering such loss or shall pay such amount to Tenant. The Landlord agrees to make available the proceeds of such mortgage loan or equal amount to the Tenant or to the party who Tenant may employ to repair, replace or rebuild the demised premises and if Landlord shall fail so to do within a reasonable time, the net rent shall abate until such time as Landlord shall make such sum available. The cost of procuring such mortgage loan, shall be borne by Landlord.

(d) If the work of repairing, replacing or rebuilding such damaged or destroyed buildings, improvements or equipment shall not be commenced within sixty days from the date of adjustment of the loss (which adjustment Tenant agrees to conduct with due diligence), or after commencement thereof shall not be expeditiously prosecuted to completion, Landlord shall have the right to cancel and terminate this lease by giving to Tenant not less than thirty (30) days' notice of intention so to do, and if upon the expiration of the time fixed in such notice such work shall not have been commenced and the other agreements, terms, covenants and conditions hereof complied with, or if after commencement thereof shall not have been expeditiously prosecuted, as the case may be, this lease and the term hereof shall terminate and all such insurance proceeds shall belong to and be retained by Landlord.

(e) Such work and the performance thereof shall be subject to and shall be performed in accordance with the provisions of Article 7 (a) (1) (2) (3) (4) and (5) except that the surety company performance bond or bonds or other security provided for in Article 7 (a) (5) shall be in an aggregate amount, if any, by which 110% of the estimated cost of the work exceeds the insurance proceeds.

(f) The sixty (60) day period mentioned in the foregoing subdivision (d) shall be and be deemed to be extended by such period as Tenant may be delayed by strikes, labor or material shortages, governmental restrictions or priorities, or similar causes beyond Tenant's reasonable control including Landlord's refusal to agree to the adjustment of any insurance loss.

(g) At least ten (10) days before the commencement of such repairs, replacement or rebuilding, Tenant shall notify Landlord of its intention to commence the same.

(h) This lease shall not terminate or be affected in any manner by reason of damage to or total, substantial or partial destruction of the buildings, improvements or equipment on, in or appurtenant to the demised premises existing at the commencement of the term or thereafter erected thereon or therein, or by reason of the untenability of the demised premises, or any part thereof, for or due to any reason or cause whatsoever, and the rent reserved herein and all additional rent and other charges shall be paid by Tenant to Landlord in accordance with the agreements, terms, covenants and conditions hereof, notwithstanding the happening of any such event, without any claim for any abatement, diminution or reduction of rent or other expense whatsoever.

Anything in this paragraph to the contrary notwithstanding in the event of substantial damage or destruction to the demised premises at any time after November 1, 2004 Tenant shall have the right to cancel the remaining term of the lease by sending Landlord notice of its inten-

tion within thirty (30) days after the occurrence of such damage or destruction. Upon receipt of such notice this lease shall terminate and there shall be no further liability one party to the other. In the event Tenant exercises the right of cancellation as provided in this paragraph all insurance proceeds shall be the sole and exclusive property of the Landlord.

(i) Anything herein contained in this Article 12 to the contrary notwithstanding all proceeds for any loss under Twenty Five Thousand (\$25,000.00) Dollars shall be payable to the Tenant directly and no surety company, performance bond or other security shall be required by the Landlord in connection with the restoration of the demised premises as the result of such loss.

#### Condemnation

13. (a) If the whole of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then and in that event this lease and the term hereof shall cease and terminate as of the date of such taking or condemnation.

(b) In the event of any condemnation pursuant to subdivision (a), (c) or (d) of this Article 13, the rights and interests of Landlord and Tenant in and to the entire award, or the aggregate of any separate awards to Landlord and Tenant, after the payment of all reasonable fees and expenses incurred in connection with the collection of such awards, shall be payable to the Landlord except as follows:

1. In the event that under the laws of the State of New Jersey, Tenant shall be permitted to make a claim against the condemning authority for the value of the unexpired portion of its leasehold interest and the value of such claim is separate and distinct from the award given to the Landlord by the condemning authority then and in such event Tenant shall be permitted to claim and collect for the value of the unexpired portion of its leasehold.

2. In the event any improvements to the demised premises made by Tenant are included in Landlord's award as

a separable item of damage then to the extent of the amount allocated to the improvements made by Tenant as included in Landlord's award, Tenant shall be reimbursed by the Landlord for such amount.

3. Nothing herein contained shall operate or be construed to preclude Tenant from claiming directly against the condemning authority for any separate award which may then be available to Tenant under the laws of the State of New Jersey.

Except to the extent as herein provided, Tenant hereby assigns to Landlord all of its right, title and interest in and to any such award or awards. Tenant shall continue to pay rent hereunder until title shall vest in connection with such taking or condemnation, and any pre-paid rent, taxes and insurance premiums beyond the date of such vesting of title shall be adjusted.

(c) If only a part of the demised premises shall be so taken or condemned, and the part thereof not so taken or condemned can be used or reconverted for the same use as the premises were being used for at the time of taking, or if the grade of any street upon which the demised premises abut shall be changed by governmental action, this lease and the term hereof shall not cease or terminate, then the entire award shall belong to Landlord without any deduction therefrom for any estate or interest now or hereafter vested in Tenant, or any damage thereto, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any and all such award or awards with any and all right, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof. Tenant shall promptly and without delay, except for strikes, labor or material shortages, governmental restrictions or priorities, or similar causes beyond Tenant's reasonable control, make complete architectural units of the remainder of the buildings on the demised premises, or cause the same to be reconverted in accordance with plans and specifica-

tions approved by Landlord if such reconversion shall be necessary for the continued use of the demised premises as existed at the time of taking, or, in the case of a change of grade, effect whatever restoration shall be necessary to restore the demised premises to substantially their former condition and utility, in which event Landlord shall pay the cost of such work, but in no event to exceed a sum equal to the amount of the separate award received by Landlord in such condemnation or change of grade proceedings, as the case may be, from time to time (but not more frequently than once in each month), to the parties whom Tenant may employ to perform such work as the same shall progress, or to Tenant as Tenant shall perform or pay for such work, in reimbursement for work and materials actually incorporated in the demised premises, upon the requisition certificates of the architect in charge of such work, whose selection shall be subject to the prior written approval of Landlord, provided, however, that in each instance of requisition aforesaid prior to completion of such work said architect shall also certify to Landlord, and at Landlord's request to any mortgagee, that the cost of the then remaining work necessary for completion thereof does not exceed 90% of the balance of said award or awards as will remain after payment over the sum so requisitioned, and that such work has been prosecuted in accordance with the plans and specifications therefor. The balance of 10% shall be paid to Tenant within 20 days after completion of the work. If in the course of such work any mechanic's or other lien or order for the payment of money shall be filed against the demised premises or against Landlord or Tenant or any contractor of Tenant, or if Tenant shall default in the performance of any of the agreements, terms, covenants or conditions hereof, Landlord shall not be obligated to make any payment until and unless such lien or order shall have been fully bonded, satisfied, cancelled or discharged of record, and/or until such default shall have been cured. Such work and the performance thereof shall be subject to and shall be per-

formed in accordance with the provisions of Article 7(a), (1), (2), (3), (4) and (5), except that the surety company performance bond or bonds or other security provided for in Article 7(a), (5) shall be in an aggregate amount, if any, by which 110% of the estimated cost of the work exceeds the award, awards or portion thereof to be paid by Landlord as aforesaid. In the event that there is no separate award for consequential damage in such partial taking proceedings, and the parties cannot agree on the amount of such award or awards allocable to consequential damage, the same shall be fixed and settled by arbitration as provided in Article 28, it being understood and agreed that Landlord may join any mortgagees in such arbitration proceeding; and the amount fixed and settled in such arbitration proceedings shall be treated and applied in the same manner as though it had been a separate award for consequential damage in such partial taking proceedings. The balance of such separate award or allocated amount not so used shall belong to and be retained by Landlord as its own property. However, the then net rent payable as provided in Article 2, on and after the date Tenant shall be required to surrender possession of such part of the demised premises as shall be so taken or condemned, shall be reduced by such proportion thereof as the rental area included in such part so taken or condemned bears to the total rental area of the demised premises immediately prior to such taking or condemnation, it being understood and agreed that the provisions of this sentence shall not apply to any change of grade. The term "consequential damage" as used herein shall be construed to mean damage to the buildings or parts thereof not taken or condemned and the cost of reconversion of the buildings to complete architectural units or such restoration as shall be necessary to restore the buildings as herein provided.

In case of a partial condemnation in determining whether or not the part of the demised premises not taken,



condemned, or acquired, can be used or restored for use as same were used at the time of taking, as referred to in the foregoing subdivision (d) of this article, there shall be taken into consideration whether the part of the demised premises, not so taken, condemned or acquired, would be suitable economically and under then existing economic conditions would produce a fair and reasonable return.

(d) In the event of partial condemnation if it shall be economically unfeasible to use the demised premises for the use to which the demised premises were then being put then and in that event either party shall have the right within thirty (30) days after the taking of title by the condemning authority to cancel the term of this lease. Any dispute under the provisions of this paragraph shall be referred to arbitration.

(e) In case of any governmental action not resulting in the taking or condemnation of any portion of the demised premises, but creating a right to compensation therefor, other than as elsewhere in this Article 13 referred to, this lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by other provisions of this Article 13 and shall be governed by applicable law.

(f) If less than a fee title to all or any portion of the demised premises shall be taken or condemned by any federal, state, municipal or governmental authority for temporary use or occupancy, the foregoing provisions of this Article 13 shall be inapplicable to such taking, and this lease shall continue in full force and effect without reduction or abatement of rent, and the rights and interest of Landlord and Tenant in and to the entire award or awards shall be as follows:

(1) If the award or awards shall be in the form of rent recoverable in respect of such taking and shall be payable in quarterly or more frequent instalments, Tenant shall be entitled to make claim to recover and retain, so long

ns this lease shall be in full force and effect, such award or awards in the form of rent so payable, provided, however, that, if such taking shall be for a period extending beyond the expiration of the term of this lease, Landlord shall be entitled to receive such instalments attributable to the period after such expiration.

(2) If the award or awards shall be made in a lump sum or shall be payable in periodic instalments other than quarterly or more frequent instalments, such award or awards shall be received in trust and shall be deposited with a bank or trust company having an office in the City of New York, State of New York, selected by Landlord and Tenant, and shall be held by such bank or trust company (hereinafter referred to as "Bank") and applied and disposed of as follows:

(i) If the award or awards shall be made in a lump sum, each such award shall be divided by the number of months included in the period of such temporary use or occupancy, and, so long as Tenant shall not be in default hereunder, an amount equal to such quotient shall be paid over to Tenant monthly, provided, however, that, if such taking shall be for a period extending beyond the expiration of the term of this lease, Landlord shall be entitled to receive and there shall be paid over to Landlord immediately upon such expiration the remaining balance of the sum or sums so deposited.

(ii) If the award or awards shall be payable in periodic instalments other than quarterly or more frequent instalments, each such instalment shall be divided by the number of months to which such instalment is attributable, and, so long as Tenant shall not be in default hereunder, an amount equal to such quotient shall be paid over to Tenant monthly, provided, however, that, if such taking shall be for a period extending beyond the expiration of the term of this lease, Landlord shall be entitled to receive and there shall be paid over to Landlord immediately

upon such expiration the remaining balance of the sum or sums so deposited and Landlord shall be entitled to receive all such instalments payable after such expiration.

(iii) All sum or sums deposited with the Bank as hereinbefore provided shall be invested and reinvested by the Bank in such manner and to such extent as Landlord and Tenant may direct, or in United States Government Bonds, provided, however, that the Bank shall have full power and discretion, from time to time, to liquidate any and all such investments in order to have available sufficient cash on hand for the application of the deposit as herein provided. All interest or other income derived from such investments shall be paid over to Tenant provided that Tenant shall not then be in default hereunder.

(iv) The fees of the Bank and expenses incurred by it shall be ratably chargeable against the payments herein provided to be made to Tenant.

(v) If such taking shall result in structural damage or destruction to or structural changes or alterations in the demised premises necessitating an expenditure after re-possession to restore the demised premises to their former condition, any award, recovery or payment for restoration shall in its entirety be paid to Landlord without any deduction therefrom, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any such award, recovery or payment. Tenant shall promptly and without delay, except for strikes, labor or material shortages, governmental restrictions or priorities, or similar causes beyond Tenant's reasonable control, complete restoration to the former condition, in which event Landlord, so long as Tenant shall not be in default hereunder, shall pay the cost of such work, but in no event to exceed a sum equal to the amount of such award, recovery or payment in the same manner and subject to the same provisions as referred to in the foregoing subdivision (b) with respect to an award for consequential damage, and

if the amount of such award, recovery or payment shall be in excess of the cost of such restoration the excess shall be paid over by Landlord to and shall be retained by Tenant.

(vi) If at any time there is a dispute as to or under any of the provisions of this subdivision (f) or as to the applicability or performance thereof, or if Landlord and Tenant cannot agree on any matter with respect to which they are required by this subdivision (f) to take any joint action or make any joint direction, the same shall be fixed and settled by arbitration as provided in Article 28.

14. (a) This lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any institutional non participating first mortgage as hereinafter defined affecting either the land and building constituting the demised premises, or affecting the land only or affecting the building only (it being the intention of the parties that this lease shall be subject and subordinate only to one first non participating mortgage at any time), it being understood that, for the purposes of this provision, a consolidated first mortgage shall be deemed to be only one first mortgage if it is an institutional first mortgage, as hereinafter defined, and complies with the terms and provisions of this paragraph and to any renewals, extensions, consolidations, replacements and modifications of any such first mortgage, provided:

Subordination

(i) That the annual payments for interest and amortization in the aggregate required to be made under any such mortgage shall not exceed the amount of the annual net rent payable under this lease and

(ii) That the mortgage is for a term of ten (10) years or more and

(iii) That any institutional mortgage placed against the demised premises other than the initial institutional mortgage which may be placed against the demised premises

subsequent to the execution of this lease shall require a payment of amortization of three (3%) percent or more per annum and

(iv) Anything herein contained to the contrary notwithstanding Tenant agrees to waive the requirements of subdivisions (ii) and (iii) above in the event the mortgagee shall execute and deliver to the Tenant an agreement in recordable form whereby the mortgagee agrees that if and as long as Tenant shall continue to perform all of the terms, covenants and conditions of this lease on Tenant's part to be kept, observed and performed, the rights of Tenant under this lease shall not be terminated, and the possession of Tenant shall not be disturbed by the holder of any such mortgage or by any proceedings on the debt which any such mortgage secures, or by any person, firm or corporation whose rights were acquired as a result of such proceedings or by virtue of a right or power contained in any such mortgage or the bond or note secured thereby. Tenant shall upon demand, at any time or times, execute, acknowledge and deliver to Landlord without expense to Landland, any and all instruments that may be necessary or proper to subordinate this lease and all rights hereunder, or to confirm such subordination, to the lien of any such first mortgage and each such renewal, extension, consolidation, replacement and modification, and if Tenant shall fail at any time to execute and deliver any such subordination instrument, Landlord, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver the same as the attorney in fact of Tenant and in Tenant's name, place and stead, and Tenant hereby makes, constitutes and appoints Landlord, its successors and assigns, such attorney in fact for that purpose.

(b) Tenant shall also upon demand, at any time or times, deliver or cause to be delivered to Landlord, without expense to Landlord, any and all instruments, executed and acknowledged by the holder or holders of any mortgage or mortgages on this lease, that may be necessary or

proper to subordinate any such leasehold mortgage or mortgages, or to confirm such subordination, to the lien of any mortgage or mortgages to which this lease is or may be subordinate.

(c) The term "institutional mortgage" shall be construed to mean any non-participating first mortgage placed with or held by one or more savings banks, savings and loan associations, and/or insurance companies authorized to make first mortgage loans in the State of New Jersey. The term "institutional mortgage" shall also be construed to mean any mortgage placed with or held by one or more commercial banks, trust companies, colleges, universities, teachers' retirement funds, or other similar institutions authorized to make first mortgage loans in the State of New Jersey, provided that at the time of the placing with or acquisition by any such commercial bank, trust company, college, university, teachers' retirement fund, or similar institution or institutions of such mortgage or part thereof, such institution or institutions shall be limited by law or by its or their charter or by-laws, with respect to investment in mortgages or shares thereof, to the same extent that insurance companies authorized to do business in the State of New Jersey shall then be limited. The term "institution" shall be construed to mean any such savings bank, savings and loan association, or insurance company, and shall also be construed to mean any commercial bank, trust company, college, university, teachers' retirement fund, or similar institution authorized to invest in mortgages in the State of New Jersey, as referred to, provided that any such college, university, teachers' retirement fund, or similar institution shall be limited with respect to investments in mortgages or part thereof, to the same extent that insurance companies authorized to do business in the State of New Jersey shall then be so limited.

(d) Within ten (10) days after the execution and delivery of any fee mortgage to which this lease is subject and subordinate, Landlord agrees to serve upon Tenant, by reg-

istered mail, notice of the execution and delivery of such mortgage together with a copy thereof and of the note, bond, extension agreement, consolidation agreement, or other instrument secured thereby.

(e) At least six (6) months prior to the maturity date of any mortgage affecting the fee of the demised premises, to which this lease is subordinate, Landlord shall advise Tenant in writing of the action taken, and/or being taken, if any, and the provisions made and/or being made, if any, for the payment, extension or refinancing of such mortgage.

Landlord  
Not Liable  
for Injury  
or Damage

15. (a) Tenant is and shall be in exclusive control and possession of the demised premises as provided herein, and Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the demised premises, nor for any injury or damage to the demised premises, nor to any property of Tenant, or of any other person contained therein. The provisions hereof permitting Landlord to enter and inspect the demised premises are made for the purpose of enabling Landlord to be informed as to whether Tenant is complying with the agreements, terms, covenants and conditions hereof, and to do such acts as Tenant shall fail to do.

Indemnity

(b) Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority, whomsoever, arising out of any accident, injury or damage which shall happen in, on or about the demised premises or appurtenances, and on or under the streets, sidewalks, parking areas, curbs or vaults, if any, in front of or adjacent thereto, however occurring, and for any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the demised

premises, or of any part thereof, and/or of the streets, sidewalks, parking areas, curbs or vaults, if any, adjacent thereto during the term.

16. Except as provided in 13(b), no abatement, diminution or reduction of rent, charges or other compensation shall be claimed by or allowed to Tenant, or any person claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, changes, additions, improvements or repairs to any buildings now on or which may hereafter be erected on the demised premises, for any cause or reason.

**No Rent  
Abatement**

17. Tenant shall permit Landlord or its agent, and any mortgagee or its agents, to enter the demised premises at all reasonable hours for the purpose of inspection, or of making repairs that Tenant may neglect or refuse to make in accordance with the agreements, terms, covenants and conditions hereof, and also for the purpose of showing the demised premises to persons wishing to purchase the same, and at any time within one year prior to the expiration of the term to persons wishing to rent same; and Tenant shall within one year prior to the expiration of the term permit the usual notice of "To Let" and "For Sale" to be placed on the demised premises and to remain thereon without hindrance and molestation.

**Access to  
Premises**

18. (a) In case any vault or basement in front of or adjoining the demised premises, or any portico, stoop, window or other projection or erection of any kind beyond the building lines, as the same shall be authorized and fixed by law, from time to time during the term, shall be ordered removed or shall be removed as the result or by virtue of any present or future laws, ordinances, requirements, orders, directions, or future laws, ordinances, requirements, orders, directions, rules or regulations of any Federal, State, County or City Government or other

**Vaults and  
Vault Space**



governmental authority, such removal, whether entire or partial, shall not constitute nor be deemed to be a violation or breach of any covenant hereof on the part of Landlord to be kept, observed and performed, an eviction actual or constructive, a ground for any claim for damage against Landlord, nor a ground for any claim for the abatement, diminution or reduction of rent or other charges; and such removal and incidental alteration and repair shall be made by and at the expense of Tenant, and Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, arising out of failure to comply with such laws, ordinances, requirements, orders, directions, rules or regulations directing such removal, alteration or repair.

(b) Tenant shall pay all fees, payments or charges that may be made, required or demanded for the maintenance and/or construction of any such vault, portico, stoop, window, or other projection or erection.

**No Unlawful  
Occupancy**

19. Tenant shall not use or occupy, nor permit or suffer, the demised premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor for any purpose or in any way in violation of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations. Tenant shall immediately upon the discovery of any such unlawful or illegal use take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any subtenants, occupants or other persons guilty of such unlawful or illegal use; Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable counsel fees, arising out of or by reason of or on account of any violation or default in the covenants of this Article 19.

20. If at any time during the term of this lease, or any renewal or extension of this lease, Tenant in possession shall voluntarily file a petition in bankruptcy or shall file a voluntary petition or answer for reorganization under the Bankruptcy Laws, or shall take advantage of any insolvency act by voluntary petition or assignment for the benefit of creditors, then and in any such event, unless any such proceeding shall be vacated within sixty (60) days, Landlord may, at its option, upon at least ten (10) days' notice, declare this lease terminated and of no further force or effect, or if Tenant shall be adjudicated a bankrupt through involuntary proceedings, or if, in any such involuntary proceedings, a receiver, trustee, assignee or other similar custodian of Tenant's property shall be appointed, then and in any such event Landlord may, at its option, upon at least ten (10) days' notice, declare this lease terminated and of no further force or effect; provided, however, that if in any such proceedings no application is made and no relief is requested for a reformation or recasting of this lease or for any change, alteration or modification of any of the agreements, terms, covenants or conditions of this lease, or to relieve Tenant with respect to the punctual payment of the rent, additional rent and other charges required by this lease to be paid, or from the punctual performance of any of the agreements, terms, covenants and conditions of this lease on the part of Tenant to be performed, and if any such receiver, trustee, assignee or other similar custodian of Tenant's property shall punctually pay any and all instalments of rents, additional rent and other charges required by this lease to be paid, as and when due, and shall fully and punctually comply with all other agreements, terms, covenants and conditions of this lease on the part of Tenant to be performed, then this lease shall not be so terminated but shall continue in force and effect.

Bankruptcy  
or Insolvency

21. (a) If any one or more of the following events shall occur:

Defaults  
Conditional  
Limitations

(i) If Tenant shall desert or abandon the demised premises and such desertion or abandonment shall continue for a period of eight (8) days after notice by Landlord; or

(ii) If this lease or the estate of Tenant hereunder shall be transferred or assigned to any other person or party, except in the manner as herein permitted, and Tenant shall fail to remedy or correct the same within ten (10) days after notice by Landlord; or

(iii) If tenant shall default in making payment to Landlord of any net rent or of any money advanced by Landlord and collectible as net rent, as and when same shall become due and payable, and such default in payment shall continue for a period of ten (10) days after notice by Landlord; or

(iv) If Tenant shall fail to pay any tax, assessment, water rent, rate or charge, sewer rent, or other governmental imposition, or any other charge or lien against the demised premises within any grace period allowed by law or by the governmental authority imposing the same, during which payment is permitted without penalty or interest, and such default in payment shall continue for a period of ten (10) days after notice by landlord; or

(v) If Tenant shall fail to comply with the provisions of subdivision (d) of Article 12, within the time permitted under the provisions of said subdivision (d) of Article 12; or

(vi) If Tenant shall default in complying with any other agreement, term, covenant or condition of this lease and such default in compliance shall continue for a period of thirty (30) days after notice by Landlord specifying the claimed default, and Tenant shall not, in good faith, have commenced, within said thirty (30) days' period, to remedy such default and diligently and continuously proceed therewith;

then, in any such event, Landlord may serve a written five (5) day notice of cancellation and termination of this lease and upon the expiration of said five (5) days, this lease and the term thereunder shall end and expire as fully and completely as if the date of expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof, and Tenant shall then quit and surrender to Landlord the demised premises and each and every part thereof and Landlord may enter into or repossess the demised premises and each and every part thereof either by force, summary proceedings or otherwise. Any dispute under subdivision (v) and (vi) of this subparagraph shall be submitted to arbitration as hereinafter provided.

(b) In the event of cancellation or termination of this lease either by operation of law, by issuance of a dispossessionary warrant, by service of notice of cancellation or termination as herein provided, or by virtue of any act or default of Tenant hereunder, or otherwise, for any cause or causes whatsoever, Landlord may re-enter the demised premises using such force for that purpose as may be necessary without being liable to prosecution therefor, and thereupon Landlord shall be entitled to retain possession of the demised premises free from any estate or interest of Tenant therein.

(c) Tenant hereby expressly waives service of any notice of intention to re-enter.

(d) Tenant hereby waives any and all rights to recover or regain possession of the demised premises or to re-instate or to redeem this lease as permitted or provided by or under any statute, law or decision now or hereafter in force and effect, but only after entry of any final unappealable judgment for recovery of possession.

(e) Notwithstanding the provisions of this Article 21 or any other provisions of this lease, there shall be no

liability on the part of the Tenant named in this lease with respect to any obligations occurring after said Tenant shall have validly assigned this lease; and there shall be no liability on the part of any assignee or transferee of this lease with respect to any obligations hereunder except such liability as may result from privity of estate or shall have been expressly assumed in writing by such assignee or transferee.

#### Remedies

22. (a) In the event of a breach or a threatened breach by Tenant of any of the agreements, terms, covenants or conditions hereof, Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided.

(b) The rights and remedies given to Landlord in this lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided.

(c) In all cases hereunder, and in any suit, action or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due, if Landlord shall produce a bill, notice or certificate of any public official entitled to give the same to the effect that such charge appears of record on the books in his office and has not been paid.

(d) No receipt of monies by Landlord from Tenant after the cancellation or termination hereof in any lawful manner shall reinstate, continue or extend the term, or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of rent and additional rent then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the demised premises by proper

suit action, proceedings or other remedy; it being agreed that, after the service of notice to cancel or terminate as herein provided and the expiration of the time therein specified, after the commencement of any suit, action, proceedings or other remedy, or after a final order or judgment for possession of the demised premises, Landlord may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, suit, action, proceedings, order or judgment; and any and all such monies so collected shall be deemed to be payments on account of the use and occupation of the demised premises, or at the election of Landlord on account of Tenant's liability hereunder.

23. Tenant has deposited with Landlord the sum of \$10,000.00 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including but not limited to the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to any damages or deficiency in the reletting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall not then be in default with respect to any of the terms, provisions and conditions of this lease, the security shall be returned to Tenant on November 1, 1960. In the event of a sale of the land and building or assignment by the Landlord of this lease, Landlord shall have the right to transfer the security to

the vendee or assignee and Landlord shall thereupon be 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 said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted encumbrance or attempted assignment. Such an assignment by the Tenant of the security deposited herein shall be null and void and of no force and effect.

**No Representations by Landlord**

24. At the commencement of the term, Tenant shall accept the buildings and improvements and any equipment on or in the demised premises in their existing condition and state of repair, and Tenant covenants that no representations, statements, or warranties, express or implied (other than Article 51), have been made by or on behalf of Landlord in respect thereof, in respect of their condition, or the use or occupation that may be made thereof, and that Landlord shall in no event whatsoever be liable for any latent defects therein.

**No Waiver**

25. The failure of Landlord to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any subsequent breach of default in any of such agreements, terms, conditions and covenants.

**End of Term**

26. Tenant shall on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender and deliver up to Landlord the demised premises, broom clean, including all buildings, alterations, rebuildings, replacements, changes or additions placed by Tenant thereon, with all equipment in or appurtenant thereto, in as good condition and repair as exists at the

commencement of the term (and as regarding any new buildings, structures, replacements, additions or improvements constructed, erected, added or placed thereon by Tenant when completed) with the normal wear and tear thereof excepted.

27. Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the demised premises for the term hereby granted, subject and subordinate as herein provided so long as Tenant shall faithfully perform the agreements, terms, covenants and conditions hereof.

Quiet  
Enjoyment

28. The following matters shall be settled by arbitration in accordance with the rules then applicable of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof: (i) Any dispute or question specifically made arbitrable by this lease in accordance with the provisions of this Article 28, and (ii) Any dispute or question as to the performance or observance by the Tenant of any of the terms, covenants or conditions of this lease on Tenant's part to be observed or performed, except for the payment of net rent, taxes, assessments, water rents, rates and charges, sewer rents and other governmental impositions on the dates when such payments are due as hereinbefore set forth. Such determination by arbitration of any dispute or question covered by Item (ii) hereof shall be a condition precedent to the right of Landlord to declare Tenant in default under the provisions of this lease and if in any such arbitration it shall be determined that Tenant shall have been obligated to perform the particular matter in dispute, then and in that event, before Landlord shall have any right to serve the written five-day notice of cancellation and termination referred to in Article 21 of this Lease, Tenant shall have a reasonable period of time within which to cure such default by undertaking such performance in accordance with the decision of the arbitrators.

Arbitration



**Tenant's  
Certificate**

29. Tenant shall, without charge, at any time and from time to time, within ten (10) days after request by Landlord, certify by written instrument, duly executed, acknowledged and delivered, to any mortgagee, assignee of any mortgage or purchaser, or any proposed mortgagee, assignee of any mortgage or purchaser, or any other person, firm or corporation specified by Landlord:

(a) That this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications);

(b) Whether or not there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of Tenant to be performed or complied with (and, if so, specifying the same); and

(c) The dates, if any, to which the net rent and additional rent and other charges hereunder have been paid in advance.

**Landlord's  
Certificate**

30. Landlord shall, without charge, at any time and from time to time, but not more frequently than once in any period of twelve calendar months, within ten (10) days after request by Tenant, certify by written instrument, duly executed, acknowledged and delivered, whether Tenant has or has not, as the case may be, faithfully and fully made all payments then and theretofore due to Landlord and whether Landlord knows or does not know, as the case may be, of any default by Tenant in the performance by Tenant of all covenants, conditions and agreements on Tenant's part to be performed.

31. Landlord warrants and represents as follows:

a. That the lease dated July 29, 1959 between Landlord and Airlite Aluminum Corp. is in full force and effect and unmodified and that there are not existing any

setoffs or defenses against the enforcement of any of the agreements, terms, covenants and conditions thereof upon the part of Airlite Aluminum Corp. to be performed or observed and that there has been no prepayment of rental other than payment of the first month's rent and that there has been no agreement for a rental concession beyond November 1, 1959.

b. That the demised premises and each and every part thereof except shed #18 is vacant and unoccupied and that shed #18 shall be vacant and unoccupied not later than September 30, 1959 and that the demised premises are except for said lease dated July 29, 1959 free of leases.

Landlord agrees to indemnify and save harmless Tenant from any and against any and all liability, claims or demands arising out of breach of Landlord's warranties or representation as made in this paragraph 31 except that the warranty and representations contained in subdivision "b" shall expire on November 15, 1959.

All obligations of the Landlord under said lease with Airlite Aluminum Corp. are hereby assumed by the Tenant and the Landlord hereby assigns all of its right, title and interest (including the prepaid rent) in and to said lease to Tenant.

32. Tenant represents that it had no conversations or negotiations with any broker concerning the renting of the demised premises.

33. In the event that Landlord shall at any time fail to pay any instalment of principal or interest or any other sum under any mortgage now or hereafter placed on the fee of the demised premises, to which this lease shall be subordinate, the failure to make such payment shall constitute a default under such mortgage, Tenant, shall have

**Tenant's Right  
to Cure Mort-  
gage Defaults**

the right, but not before the last five (5) days of the period at the expiration of which the failure to make such payment would constitute such default, to pay such principal, interest and other sum, with respect to which Landlord may be in default as aforesaid, and to deduct the amount of such payment and the cost and expense attaching or incurred on account of such non-payment, from the next succeeding instalment or instalments of net rent which shall become due and payable after such payment until Tenant shall have been fully reimbursed for such payment, cost, expense and interest as aforesaid. Tenant shall in no event be subrogated to any lien, interest or right of the holder of any such mortgage unless Tenant shall pay such mortgage and receive an assignment thereof. Landlord agrees: (1) to authorize any first mortgagee to furnish Tenant information as to the status of such mortgage, and (2) to furnish Tenant proof of payment of said mortgage sums at least 5 days prior to the expiration of any grace period.

**Rights of  
Leasehold  
Mortgagees**

34. If Tenant, or Tenant's successors or assigns, shall mortgage this lease in accordance with the provisions of Article (6) (d) then so long as any such leasehold mortgage, as hereinafter defined, shall remain unsatisfied of record, the following provisions shall apply notwithstanding anything else to the contrary contained in this lease:

(a) There shall be no cancellation, surrender, acceptance of surrender or modification of this lease without the prior consent in writing of the leasehold mortgagee.

(b) Landlord shall upon serving upon Tenant any notice of default pursuant to the provisions of Article 21 (a) or Article 23, or any other notice under the provisions of or with respect to this lease, at the same time serve a copy of such notice upon the holder of the then existing mortgage on this lease, and, for the purpose of this Article 34, no such notice by Landlord to Tenant hereunder shall be

deemed to have been duly given unless and until a copy thereof has been so served. Such leasehold mortgagee shall thereupon have the same period, after service of such notice upon him, for remedying the default or causing the same to be remedied, as is given Tenant after service of such notice upon it.

(c) Such leasehold mortgagee of this lease, in case Tenant shall be in default hereunder, shall, within the period and otherwise as herein provided, have the right to remedy such default, or cause the same to be remedied, and Landlord shall accept such performance by or at the instigation of such leasehold mortgagee as if the same had been done by Tenant.

(d) For the purpose of this Article 34 no default on the part of Tenant in the performance of work required to be performed, or acts to be done, or conditions to be remedied, shall be deemed to exist, if steps shall, in good faith, have been commenced promptly to rectify the same and shall be prosecuted to completion with diligence and continuity.

(e) Anything herein contained notwithstanding, while such leasehold mortgage remains unsatisfied of record, if an event or events shall occur which under Article 21 shall entitle Landlord to terminate this lease, and if before expiration of ten days after the date of service of notice of termination under Article 21 (a) such leasehold mortgagee shall have paid to Landlord all rent and additional rent and other payments herein provided for then in default, and shall have complied or shall be engaged in the work of complying with all the other requirements of this lease, if any, then in default, then in such event Landlord shall not be entitled to terminate this lease and any notice of termination theretofore given shall be void and of no effect, provided, however, that nothing herein contained shall in any way affect, diminish or impair the right of Landlord to terminate this lease or to enforce any other remedy upon the non-payment of any such rent and additional rent

thereafter payable by Tenant or upon any other subsequent default in the performance of any of the obligations of Tenant hereunder.

(f) In the event of the termination of this lease, prior to the natural expiration of the then current term of this lease, whether by summary proceedings to dispossess, as provided in Article 23, service of notice to terminate, or otherwise, due to default of Tenant as referred to in Article 20 and Article 21, or any other default of Tenant, Landlord shall serve upon the holder of the then existing mortgage on this lease written notice of such termination, together with a statement of any and all sums which would at that time be due under this lease but for such termination, and of all other defaults, if any, under this lease then known to Landlord. Such leasehold mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

(1) Upon the written request of the holder of the said leasehold mortgage, within thirty (30) days after service of the aforementioned notice of termination, Landlord, shall enter into a new lease of the demised premises with such holder, or his designee, as provided in clause (2) of this subdivision (f);

(2) Such new lease shall be entered into at the reasonable cost of the tenant thereunder, shall be effective as at the date of termination of this lease, and shall be for the remainder of the term of this lease and at the rent and additional rent and upon all the agreements, terms, covenants and conditions hereof. Upon the execution of such new lease, the Tenant named therein shall pay any and all sums which would at the time of the execution thereof be due under this lease but for its termination as aforesaid, and shall fully otherwise remedy any existing defaults under this lease (other than a default under Article 20) and shall pay all expenses, including reasonable counsel fees, court costs and disbursements incurred

by Landlord in connection with such defaults and termination, the recovery of possession of said premises, and the preparation, execution and delivery of such new lease. Upon the execution of such new lease, Landlord shall allow to the Tenant named therein and such tenant shall be entitled to an adjustment in an amount equal to the net income derived from the demised premises during the period from the date of termination of this lease to the date of execution of such new lease.

Nothing herein contained shall release Tenant from any of its obligations under this lease which may not have been discharged or fully performed by any mortgagee of this lease, or its designee.

(h) Whenever reference is made herein to the holder of the mortgage on this lease, the same shall be deemed to refer only to the holder of the first mortgage on this lease, if any, as shown by the records of the recording office of the County of Hudson. Any notice or other communication to any such holder or mortgagee shall be in writing and shall be served by registered mail addressed to such holder or mortgagee at his address appearing on such records or at such other address as may have been designated by notice in writing from such holder or mortgagee to the party serving such notice or communication. Nothing contained in this Article 34 shall be construed so as to require Landlord to serve notices upon or recognize any leasehold mortgagees other than the holder of such first mortgage on this lease, as aforesaid and which have been duly recorded.

35. All rent and additional rent and other payments required to be paid by Tenant to Landlord shall be paid to Landlord at the aforementioned address of Landlord or such other address as Landlord may by notice direct; or shall be paid, in whole or in part, to such persons, firms and/or corporations, as Landlord may by notice to Tenant direct.

Payment  
of Rent

**Notice Before  
Termination**

36. Landlord shall not have the right to terminate this lease by conditional limitation or otherwise, by reason of default on the part of Tenant, unless and until Landlord shall have given to Tenant the notice which Landlord is required to give to Tenant under any provision of this lease, and in any case other than a payment of rent or additional rent where no such notice is provided for, at least ten (10) days' notice of the claimed default, and unless Tenant shall have failed to cure such default during the notice period or, if such default is other than in the payment of money, shall have failed to commence and prosecute with diligence and continuity steps to remedy such default within the time of such notice period.

**Notices**

37. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or the demised premises, each such notice, demand, request or other communication shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows:

(a) if given or served by Landlord, by mailing the same to Tenant by certified or registered mail, postage prepaid, return receipt requested, addressed to Tenant at 1051 Irving Avenue, Brooklyn, New York, or at such other address as Tenant may from time to time designate by notice given to Landlord by certified or registered mail;

(b) if given or served by Tenant, by mailing the same to Landlord by certified or registered mail, postage prepaid, return receipt requested, addressed to Landlord at 200 West 34 St., New York, N. Y., or at such other address as Landlord may from time to time designate by notice given to Tenant by certified or registered mail.

Every notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mails, postage prepaid, in the manner aforesaid.

38. Whenever Tenant shall be required by the terms of this lease or by law to pay any sum of money (other than the net rent payable to landlord) or to perform and pay for any contract, act, work, labor or services, or to discharge any lien against the premises, or to perform and comply with any laws, rules, orders, ordinances, regulations, or zoning regulations, Tenant shall not be deemed to be in default therein and Landlord shall not enforce or exercise any of its rights under this lease or any renewal hereof, if and so long as

Unavoidable  
Delays

(a) non-performance or default therein shall be directly caused by strikes, lockouts, non-availability of labor or materials, war or national defense preemptions, legal rights of sub-lessees involuntarily imposed upon Tenant, governmental restrictions, acts of God or other similar causes beyond the control of Tenant; and

(b) Tenant shall furnish to Landlord such security, in cash or surety company bond, as shall be reasonable for Landlord's protection in the circumstances, of which security not more than Twenty-Five Thousand (\$25,000.00) Dollars in amount shall be furnished forthwith, and if the reasonable amount of such security exceeds Twenty-Five Thousand (\$25,000) Dollars the excess shall be furnished, either in cash or by surety company bond, in equal monthly instalments over a period of six (6) months, and Tenant shall contest the matter involved with due diligence and in good faith in a proper form or court with the person, other than Landlord or governmental authority requiring such payment, asserting such lien, law, ordinance, rule, order, regulation or contract or requiring such act, work, labor or services; provided however, that Tenant shall defend and



indemnify Landlord in every case, and provided further that Tenant shall in any event pay any such sum of money if at any time the demised premises, or any part thereof, shall be in danger of being forfeited or lost and Tenant shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinabove specified.

Approval,  
Consent or  
Satisfaction

39. Wherever the provisions of this lease require that Landlord shall approve or consent, Landlord shall not unreasonably withhold such prompt approval or consent; and whenever Tenant is required to do any thing to the satisfaction of Landlord, it shall be deemed that reasonable satisfaction of Landlord shall be sufficient.

Undisclosed  
Principal

40. Notwithstanding the provisions of any statute, rule or decision, no principal, disclosed or undisclosed, other than Tenant named herein, shall be liable for the performances of the terms, covenants and conditions of this lease.

Certain  
Definitions

41. The term "landlord" as used herein shall mean only the new owner or the mortgagee in possession for the time being of the demised premises, so that in the event of any sale, transfer or conveyance of the demised premises Landlord shall be and hereby is entirely freed and relieved of all agreements, covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the purchaser, transferee or grantee at any such sale, transfer or conveyance that such purchaser, transferee or grantee has assumed and agreed to carry out any and all agreements, covenants and obligations of Landlord hereunder.

The term "Tenant" as used herein shall mean the tenant named herein, and from and after any valid assignment or transfer in whole of said Tenant's interest under this lease, pursuant to the provisions of Article 6(a) of

this lease, shall mean only the assignee or transferee thereof.

The words "re-enter" and "re-entry" as used herein shall not be restricted to their technical legal meaning.

The use herein of the neuter pronoun in any reference to Landlord or Tenant shall be deemed to include any individual Landlord or Tenant, and the use herein of the words "successors and assigns" or "successors or assigns" of Landlord or Tenant shall be deemed to include the heirs, representatives and assigns of any individual Landlord or Tenant.

42. The marginal notes are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease nor in any way affect this lease.

**Marginal Notes**

43. It is mutually agreed by and between Landlord and Tenant that the respective parties shall and they hereby do waive trial by jury in any action, proceedings or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, Tenant's use or occupancy of the demised premises, and/or any claim of injury or damage.

**Waiver of Trial  
by Jury**

44. This agreement shall be governed by any construed in accordance with the laws of the State of New Jersey.

**New Jersey  
Law**

45. If any term or provision of this lease, or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this lease or the application of such term or provision or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

**Partial  
Invalidity**

46. This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Entire Agreement

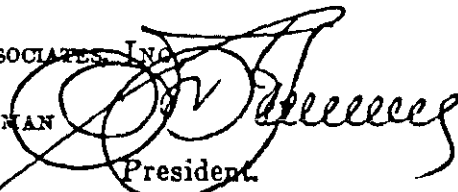
47. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and, except as otherwise provided herein, their assigns. Successors and Assigns

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

YORK ASSOCIATES, INC.

SOL GOLDMAN

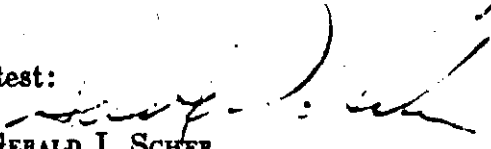
President.



(CORPORATE SEAL)

Attest:

GERALD I. SCHER  
Ass't Secretary



ELITE INDUSTRIAL PARK, INC.

MICHAEL PALIN

President.



(CORPORATE SEAL)

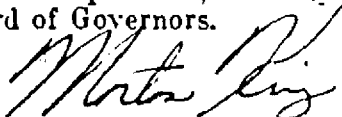
Attest:

MURRAY B. FELTON  
Ass't Secretary



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

BE IT REMEMBERED, that on this 4th day of September in the year One Thousand Nine Hundred and Fifty-nine before me, the subscriber, a Notary Public, personally appeared MICHAEL POLEN the President of ELITE INDUSTRIAL PARK, INC., who, I am satisfied, is the person who has signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Governors.

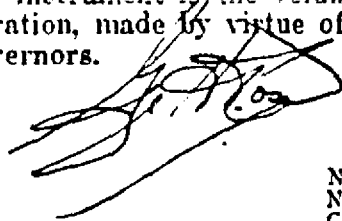


MORTON KING  
 Notary Public

MORTON KING  
 Notary Public, State of New York  
 No. 24-2120900 Qual. in Kings Co.  
 Cert. filed in New York County  
 Commission expires March 30, 1961

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

BE IT REMEMBERED, that on this 4th day of September in the year One Thousand Nine Hundred and Fifty-nine before me, the subscriber, a Notary Public, personally appeared SOL GOLDMAN the President of YORK ASSOCIATES, INC., who, I am satisfied, is the person who has signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Governors.



GEORGE H. ROSS  
 Notary Public

GEORGE H. ROSS  
 Notary Public, State of New York  
 No. 24-8665300 Qual. in Kings Co.  
 Commission expires March 30, 1960

## SCHEDULE A.

All the tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Kearny, County of Hudson and State of New Jersey:

**FIRST TRACT:** Beginning at a point in the easterly line of Passaic Avenue as the same is now laid out where the said easterly line of Passaic Avenue is intersected by a line drawn at right angles to the centre line of said Passaic Avenue, at a point distant in said centre line, 256.98 feet northerly from a monument placed in an angle of said Passaic Avenue, which angle is about 90 feet northerly from the southerly line of property belonging to John Watts Kearney; thence running northerly along said easterly line of Passaic Avenue 500 feet to the southerly line of a street 50 feet in width; thence easterly at right angles to Passaic Avenue and along the southerly line of said street 450 feet to the westerly line of another street also 50 feet in width; thence southerly parallel with Passaic Avenue; and along said westerly line of said street 500 feet; and thence westerly at right angles to Passaic Avenue 450 feet to the place of beginning;

**SECOND TRACT:** Beginning at a point in the westerly line of Passaic Avenue as the same is now laid out where the said westerly line of Passaic Avenue is intersected by a line drawn at right angles to the centre line of said Passaic Avenue at a point distant in said centre line 656.98 feet northerly from a monument placed in an angle of said Passaic Avenue, which angle is about 90 feet northerly from said Kearney's southerly line; thence running northerly along said westerly line of Passaic Avenue 100 feet; thence running westerly at right angles to Passaic Avenue and in line with the southerly line of Marshall Street extended to the exterior line of the Passaic River

established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian Owners in the lands lying under the waters of the Bay of New York and elsewhere in this State" approved April 11th A.D., 1864 and the supplements thereto; thence southerly along said exterior line as shown on the Map annexed to the grant from the State of New Jersey to John Watts Kearney dated October 9, A.D. 1886 and recorded in Book 428 of Deeds for Hudson County on page 267, one hundred and one feet and thirty-seven one-hundredths of a foot; thence easterly and parallel with the line first run down to said exterior line to the point of beginning;

**THIRD TRACT:** Beginning at a point in the westerly line of Passaic Avenue, at the southeasterly corner of lands sold and conveyed by John Watts Kearney and wife to Marshall and Company by a deed dated December 28, 1886, and recorded in Book 433 of Deeds for Hudson County, page 85 etc. and from thence running along the southerly line of lands so sold and conveyed to the exterior line of the Passaic River established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this State", approved April 11th, A.D. 1864, and the supplements thereto; thence southerly along said exterior line as shown on the map annexed to the deed or grant from the said Commissioners to John Watts Kearney and recorded in Book 444 of Deeds for Hudson County, page 305, 182.60 feet; thence south  $74^{\circ} 38'$  east to the aforesaid line of Passaic Avenue; and thence northerly running along the line of the same 123.10 feet to the place of beginning;

EXCEPTING so much of the premises hereinbefore described as the Second and Third Tracts as were conveyed by The Barbour Flax Spinning Company, to Newark and

Hudson Railroad Company by Indenture dated July 22, 1926, and more particularly bounded and described therein as follows:

BEGINNING at a point in the division line of lands of The Watts Realty Corporation and lands of Barbour Flax Spinning Company, which point is North  $80^{\circ} 12'$  West 231.76 feet from the westerly line of Passaic Avenue; thence northerly on a curve to the right, having a radius of 400.78 feet, a distance of 142.64 feet to a point distant 254.5 feet westerly at right angles from the said westerly line of Passaic Avenue; thence North  $18^{\circ} 10'$  East parallel with said westerly line of Passaic Avenue, 98 feet; thence still northeasterly on a curve to the right, having a radius of 400.78 feet, a distance of 19 feet to a point in the division line of lands of the said Barbour Flax Spinning Company and other lands of said The Watts Realty Corporation, said point being North  $71^{\circ} 50'$  West 254.05 feet from a monument in said westerly line of Passaic Avenue; thence along said division line North  $71^{\circ} 50'$  West 19 feet; thence southwesterly on a curve to the left having a radius of 419.78 feet, a distance of 19 feet to a point distant 273.50 feet westerly at right angles from said westerly line of Passaic Avenue; thence South  $18^{\circ} 10'$  West parallel with said westerly line of Passaic Avenue 98 feet; thence southerly on a curve to the left having a radius of 419.78 feet, a distance of 145.37 feet to said division line of lands of The Watts Realty Corporation and lands of the Barbour Flax Spinning Company; thence South  $80^{\circ} 12'$  East 19.5 feet more or less to the point or place of beginning;

FOURTH TRACT: BEGINNING at the intersection of the northerly line of Belgrove Drive with the northwesterly line of Clark Avenue and running thence (1) along the said northerly line of Belgrove Drive, southwesterly, westerly, and northwesterly on a curve to the right with a

radius of 520.13 feet, an arc distance of 198.2 feet to a point of tangent in same; thence (2) along said tangent on a course of North 78° 46' West, a distance of 173.33 feet; thence (3) north 23° 44' East, parallel with and distant 100 feet easterly at right angles from the southeasterly side line of Passaic Avenue, 177.83 feet to the northerly line of Block 18 as shown on Map hereinafter referred to; thence (4) south 66° 16' east, along the same, 350 feet to the above-mentioned northwesterly line of Clark Avenue; and thence (5) south 23° 44' west along the same, 62.03 feet to the point or place of beginning;

Being known and designated as lots numbers 152 to 158 both inclusive, Block 18, on a map entitled "Map of Property belonging to Belgrove Realty Co., located in the Town of Kearny, Hudson County, N. J. March 10, 1928, on file in said County as map number 1658, filed July 2, 1928;

TOGETHER with all of the riparian rights if any of Landlord in and on the Passaic River and any of the rights, interest, appurtenances and easements in any wise appertaining to such land, buildings and improvements.

Said premises are leased subject to:

1. Zoning regulations and ordinances of the city, town or village in which the premises lie.
2. Encroachments of stoops, areas, cellar, steps, trim and cornices, if any, upon any street or highway.
3. Public utility easements.
4. Any state of facts an accurate survey may show providing all the buildings on the demised premises are within existing fences.
5. Any mortgages which comply with the provisions of paragraph 14 of this lease.



6. Lease dated July 29, 1959 between York Associates, Inc. as Landlord and Airlite Aluminum Corp. as Tenant covering buildings 22 and 18.

7. Rights of federal government to use without compensation all lands now or formerly underwater.

8. Right of John Watts Kearny, his heirs and assigns to use, in common, of sewer or drain which may cross the 2nd or third tracts.

## **Exhibit B**

December 17, 1974 Assignment of Lease from Elite Industrial Park, Inc. to E & P Enterprises Co.

# Know all Men by these Presents,

THAT on this 17th day of December 1974 ELITE INDUSTRIAL PARK, INC., a New Jersey Corporation having offices at 46 Passaic Avenue, KENNY, New Jersey for and in consideration of the sum of Ten and xx/100 (\$10.00) Dollars

lawful money of the United States, to be duly paid, by E & P Enterprises Co., a New York partnership having offices at 102 East 31 Street, New York, New York, and by these presents does grant, convey, assign, transfer and set over, unto the said E & P Enterprises all its right title and interest as tenant in and co-tenant in and co-tenant in that certain Indenture of Lease, bearing date the second day of September 1959 made by York Associates, Inc. as Landlord and Elite Industrial Park, Inc. as Tenant, a memorandum of which was recorded on November 12, 1959 in Liber 2807, Page 547, in the County of Hudson, State of New Jersey.

with all and singular the premises therein mentioned and described, and the buildings thereon, together with the appurtenances, TO HAVE AND TO HOLD the same unto the said E & P Enterprises Co. its successors and assigns, from the 17th day of December 1974 for and during all the rest, residue and remainder yet to come of and in the term of years mentioned in the said Indenture of Lease

subject nevertheless to the rents, covenants, conditions and provisions therein also mentioned, AND ~~do hereby covenant, grant, promise and agree to and with the said~~

that the said assigned premises now in live and clear of and from all former and other gifts, grants, bequests, sales, leases, judgments, executions, bonds, rents, taxes, assessments and incumbrances whatsoever.

IN WITNESS WHEREOF, the undersigned has set its hand and seal or caused these presents to be signed by its proper corporate effects and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

ELITE INDUSTRIAL PARK, INC.

Signed, Sealed and Delivered  
in the Presence of  
*Irving Blanooff*  
Irving Blanooff, Secretary

*Michael Pullin*  
President  
INCORPORATED  
1958  
NEW JERSEY

186-1-378

STATE OF NEW YORK  
COUNTY OF NEW YORK

BE IT REMEMBERED, that on this 17th day of December in the year One Thousand Nine Hundred and Seventy-Four a Notary Public of the State of New York, personally appeared IRVING OLANOFF,

who, being by me duly sworn on his oath, hath deposed and make proof to my satisfaction, that he is the Secretary of ELITE INDUSTRIAL PARK, INC.

the grantor named in the within Deed of Assignment; that MICHAEL PALIN is the President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the board of directors of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by the President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Subscribed and sworn to before me, at New York, New York the date aforesaid

*Irving Olanoff*  
Irving Olanoff, Secretary

*Michael S. Goodman*  
Notary Public

MICHAEL S. GOODMAN  
NOTARY PUBLIC, State of New York  
No. 41305225  
Resides in Orange County  
Term Expires March 30, 75

RECEIVED  
Dec 27 5 58 AM '74  
1105000 COMPANY  
REGISTERED OF DEEDS  
NEW YORK, NEW YORK

Prepared by:  
Michael S. Goodman, Esq.  
Deed and Trust  
90 Park Avenue  
New York, New York 10016

6577 L  
Assignment of Lease  
E & P Enterprises Co.

ELITE INDUSTRIAL PARK, INC.

1571  
2781

E & P ENTERPRISES CO.

Dated, December 17th, 1974

STATE OF NEW JERSEY,  
COUNTY OF

BE IT REMEMBERED, that on this day of before me, the subscriber, personally appeared

who, I am satisfied, the grantor mentioned in the within Deed of Assignment, and thereupon acknowledged that signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed.

USER 3177 R 160

## **Exhibit C**

February 15, 1980 Assignment of Lease from E & P Enterprises Co. to Airlite Aluminum Corp.

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, E&P ENTERPRISES COMPANY, a New York partnership having an office at 969 Third Avenue, New York, New York ("ASSIGNOR"), in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by AIRLITE ALUMINUM CORP., a New York corporation having an office at Elite Industrial Park, Kearney, New Jersey ("ASSIGNEE") hereby assigns and conveys unto the ASSIGNEE:

(i) all the right, title and interest of the ASSIGNOR in, to and under an Agreement of Lease (the "Lease") dated September 2, 1959, between YORK ASSOCIATES, INC., as Lessor, and ELITE INDUSTRIAL PARK, INC., as Lessee, which was recorded in the Register's Office, Hudson County, New Jersey, on November 12, 1959, in Liber 2807, Page 547; which Lease was subsequently assigned to ASSIGNOR by assignment dated December 17, 1974, recorded on December 21, 1974 in said Register's office in Book 3177, Page 159, which Lease shall expire on October 31, 2009;

(ii) all right, title and interest, if any, of the ASSIGNOR in and to any land lying in the bed of any street, road or avenue opened or proposed in front of or joining the Land as hereinafer defined or the buildings and improvements now or hereafter erected or situated on the Land, by reason of change or grade of any street.

This assignment affects a parcel of real property situated in Hudson County, New Jersey and more particularly described on Schedule "A" annexed hereto.

TO HAVE AND TO HOLD the same unto the ASSIGNEE, its successors, legal representatives and assigns from and after the date hereof, for all the rest of the term of the Lease, or any renewals or extensions thereof, subject to the covenants, conditions, limitations and terms of the Lease.

This Assignment is made without representation, warranty or guaranty by or recourse against the Assignor of any kind whatsoever.

The ASSIGNEE hereby assumes and agrees to pay all rent and additional rent and to perform all of the terms, covenants and conditions of the Lease on Lessee's part to be performed from and after the date hereof.

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have executed this assignment as of this 15 day of February, 1978.

ASSIGNOR:

E&P ENTERPRISES COMPANY

By: [Signature]  
Partner

Witness:

[Signature]

ASSIGNEE:

AIRLITE ALUMINUM CORP.

By: [Signature], Pres.

Attest:

[Signature], Sec.  
ORIGINAL COPY SENT

## SCHEDULE 1

All the tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Kearny, County of Hudson and State of New Jersey:

**FIRST TRACT:** Beginning at a point in the easterly line of Passaic Avenue as the same is now laid out where the said easterly line of Passaic Avenue is intersected by a line drawn at right angles to the centre line of said Passaic Avenue, at a point distant in said centre line, 256.98 feet northerly from a monument placed in an angle of said Passaic Avenue, which angle is about 90 feet northerly from the southerly line of property belonging to John Watts Kearney; thence running northerly along said easterly line of Passaic Avenue 500 feet to the southerly line of a street 50 feet in width; thence easterly at right angles to Passaic Avenue and along the southerly line of said street 450 feet to the westerly line of another street also 50 feet in width; thence southerly parallel with Passaic Avenue; and along said westerly line of said street 500 feet; and thence westerly at right angles to Passaic Avenue 450 feet to the place of beginning;

**SECOND TRACT:** Beginning at a point in the westerly line of Passaic Avenue as the same is now laid out where the said westerly line of Passaic Avenue is intersected by a line drawn at right angles to the centre line of said Passaic Avenue at a point distant in said centre line 656.98 feet northerly from a monument placed in an angle of said Passaic Avenue, which angle is about 90 feet northerly from said Kearney's southerly line; thence running northerly along said westerly line of Passaic Avenue 100 feet; thence running westerly at right angles to Passaic Avenue and in line with the southerly line of Marshall Street extended to the exterior line of the Passaic River established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian Owners in the lands lying under the waters of the Bay of New York and elsewhere in this State" approved April 11th A.D., 1864 and the supplements thereto; thence southerly along said exterior line as shown on the Map annexed to the grant from the State of New Jersey to John Watts Kearney dated October 9, A.D. 1886 and recorded in Book 428 of Deeds for Hudson County on page 267, one hundred and one foot and thirty-seven one-hundredths of a foot; thence easterly and parallel with the line first run down to said exterior line to the point of beginning;

**THIRD TRACT:** Beginning at a point in the westerly line of Passaic Avenue, at the southeasterly corner of lands sold and conveyed by John Watts Kearney and wife to Marshall and Company by a deed dated December 28, 1836, and recorded in Book 433 of Deeds for Hudson County, page 85 etc. and from thence running along the southerly line of lands so sold and conveyed to the exterior line of

Hudson County, ... 305, 132.60 feet; thence south  $74^{\circ} 4'$  East to the ... line of Passaic Avenue; and thence northerly running along the line of the same 123.10 feet to the place of beginning;

EXCEPTING so much of the premises hereinbefore described as the Second and Third Tracts as were conveyed by The Barbour Flax Spinning Company, to Newark and Hudson Railroad Company by Indenture dated July 22, 1926, and more particularly bounded and described therein as follows:

BEGINNING at a point in the division line of lands of The Watts Realty Corporation and lands of Barbour Flax Spinning Company, which point is North  $80^{\circ} 12'$  West 231.76 feet from the westerly line of Passaic Avenue; thence northerly on a curve to the right, having a radius of 400.78 feet, a distance of 142.64 feet to a point distant 254.5 feet westerly at right angles from the said westerly line of Passaic Avenue; thence North  $18^{\circ} 10'$  East parallel with said westerly line of Passaic Avenue, 98 feet; thence still northeasterly on a curve to the right, having a radius of 400.78 feet, a distance of 19 feet to a point in the division line of lands of the said Barbour Flax Spinning Company and other lands of said The Watts Realty Corporation, said point being North  $71^{\circ} 50'$  West 254.05 feet from a monument in said westerly line of Passaic Avenue; thence along said division line North  $71^{\circ} 50'$  West 19 feet; thence southwesterly on a curve to the left having a radius of 419.78 feet, a distance of 19 feet to a point distant 273.50 feet westerly at right angles from said westerly line of Passaic Avenue; thence South  $18^{\circ} 10'$  West parallel with said westerly line of Passaic Avenue 98 feet; thence southerly on a curve to the left having a radius of 419.78 feet, a distance of 145.37 feet to said division line of lands of The Watts Realty Corporation and lands of the Barbour Flax Spinning Company; thence South  $80^{\circ} 12'$  East 19.5 feet more or less to the point or place of beginning;


FOURTH TRACT: BEGINNING at the intersection of the northerly line of Belgrove Drive with the northwesterly line of Clark Avenue and running thence (1) along the said northerly line of Belgrove Drive, southwesterly, westerly, and northwesterly on a curve to the right with a radius of 520.13 feet, an arc distance of 193.2 feet to a point of tangent in same; thence (2) along said tangent on a course of North  $78^{\circ} 46'$  West, a distance of 173.33 feet; thence (3) north  $23^{\circ} 44'$  East, parallel with and distant 100 feet easterly at right angles from the southeasterly side line of Passaic Avenue, 177.83 feet to the northerly line of Block 18 as shown on Map hereinafter referred to; thence (4) south  $66^{\circ} 16'$  east, along the same, 350 feet to the above-mentioned northwesterly line of Clark Avenue; and thence (5) south  $23^{\circ} 44'$  west along the same, 62.03 feet to the point or place of beginning;

Being known and designated as lots numbers 152 to 153 both inclusive, Block 18, on a map entitled "Map of Property belonging to Belgrove Realty Co., located in the Town of ..."



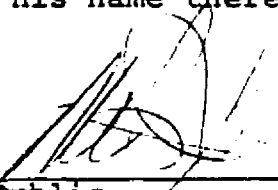
STATE OF ~~NEW YORK~~ ) *New Jersey* (R)  
                  *Essex* ) ss.:  
COUNTY OF ~~NEW YORK~~ )

On the *15* day of *February*, 1980, before me personally came *Michael Patin*, a partner of E & P Enterprises Company, a partnership, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for and on behalf of said partnership.

  
\_\_\_\_\_  
Notary Public  
*Attorney-at-law, N.J.*  
*MARTIN J. BRENLER*

STATE OF ~~NEW YORK~~ ) *NEW JERSEY* (R)  
                                  ) ss.:  
COUNTY OF ~~NEW YORK~~ ) *ESSEX*

On the *15<sup>th</sup>* day of *FEBRUARY*, 1980, before me personally appeared *IVAN KOSRUSKI*, to me known, who being by me duly sworn, did depose and say, that he resides at *178 HIGHLAND AVE. NORTH BRUNNEN*, that he is the *PRESIDENT* of Airlite Aluminum Corp., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public  
*MARTIN J. BRENLER*  
*ATTORNEY AT LAW OF NEW JERSEY*

## **Exhibit D**

Commander Oil Corp. v. Barlo Equipment Corp., 215 F.3d 321 (2d Cir. 2000)



215 F.3d 321  
United States Court of Appeals,  
Second Circuit.

COMMANDER OIL CORP., Plaintiff-Counter-  
Defendant-Appellee-Cross-Appellant,

v.

BARLO EQUIPMENT CORP., Defendant-  
Appellant-Cross-Appellee,

Advance Food Service Equipment et al.,

Defendants-Counter-Claimants,

Jackson Steel Products, Inc. and Slater Electric,  
Inc., Defendants-Counter-Claimants-Third-Party  
Plaintiffs,

Die Matic Products, Inc., Defendant-Cross-  
Claimant,

M.V. Barmed, Inc. and Jackson Acquisition Corp.,  
Third-Party Plaintiffs,

John J. Bernansky et al., Third-Party Defendants,

Amperex Electronic Co. et al., Defendants,

Robert Pasley and Pasley Solvents & Chemicals,  
Inc., Defendants-Cross-Defendants.

Docket Nos. 98-7975, 98-9075 | Argued Oct. 19,  
1999. | Decided June 12, 2000.

Owner of contaminated property sued lessee and sublessee, asserting claims for contribution or indemnification for costs of remediating subleased property pursuant to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), contractual indemnification, trespass, negligence, nuisance, and waste. Following bench trial, the United States District Court for the Eastern District of New York, Jacob Mishler, J., ruled that owner could recover 25 percent of its costs from lessee under CERCLA. Parties cross-appealed. The Court of Appeals, John M. Walker, Jr., Circuit Judge, held that: (1) as an issue of first impression, site control alone is an improper basis for the imposition on lessees/sublessors of owner liability under CERCLA; (2) lessee lacked sufficient attributes of ownership to be liable as owner under CERCLA; (3) lessee was not liable under CERCLA as operator; (4) owner could not pursue indemnification claim against lessee; and (5) allowing lessee to amend answer to raise statute of limitations defense to owner's state-law claims was not abuse of discretion.

Affirmed in part and reversed in part.

West Headnotes (19)

[1] Environmental Law

☞Persons Responsible

Absent a showing that one of CERCLA's affirmative defenses applies, liability of owners and operators for remediation costs is strict. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

[2] Federal Courts

☞Trial De Novo

Court of Appeals reviews the district court's legal conclusions de novo.

2 Cases that cite this headnote

[3] Environmental Law

☞Construction

Environmental Law

☞Response and Cleanup; Liability

Because it is a remedial statute, CERCLA must be construed liberally to effectuate its two primary goals: (1) enabling the Environmental Protection Agency (EPA) to respond efficiently and expeditiously to toxic spills, and (2) holding those parties potentially responsible for the releases liable for the costs of the cleanup. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 101 et seq., 42 U.S.C.A. § 9601 et seq.

7 Cases that cite this headnote

[4] Environmental Law

☞Persons Responsible

Under **CERCLA**, potentially responsible parties are not limited to parties who were the cause in fact of the contamination, but neither does **CERCLA** automatically assign liability to every party with any connection to a contaminated facility. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 101 et seq., 42 U.S.C.A. § 9601 et seq.

6 Cases that cite this headnote

[5] **Environmental Law**  
Persons Responsible

Site control alone is an improper basis for the imposition on lessees/**sublessors** of owner liability for environmental cleanup costs under **CERCLA**. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

2 Cases that cite this headnote

[6] **Environmental Law**  
Persons Responsible

While, under **CERCLA**, the typical lessee should not be held liable as an owner for environmental cleanup costs, there may be circumstances when owner liability for a lessee would be appropriate. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

1 Cases that cite this headnote

[7] **Environmental Law**  
Persons Responsible

Factors that might transform a lessee into an owner, for purposes of liability as potentially responsible party under **CERCLA**, include (1) whether the lease is for an extensive term and admits of no rights in the owner/lessor to determine how the property is used, (2) whether

the lease cannot be terminated by the owner before it expires by its terms, (3) whether the lessee has the right to sublet all or some of the property without notifying the owner, (4) whether the lessee is responsible for payment of all taxes, assessments, insurance, and operation and maintenance costs, and (5) whether the lessee is responsible for making all structural and other repairs. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

8 Cases that cite this headnote

[8] **Environmental Law**  
Persons Responsible

Critical question in determining whether lessee can be deemed owner for purposes of liability under **CERCLA** as potentially responsible party is whether the lessee's status is that of a de facto owner, and not whether it exercises control over the facility, and critical relationship in cases involving lessees/**sublessors** is that between the lessee/**sublessor** and the owner/lessor, not that between the lessee/**sublessor** and the sublessee. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

2 Cases that cite this headnote

[9] **Environmental Law**  
Persons Responsible

Sale-leaseback arrangements may not serve to insulate the former-owner/lessee from owner liability for environmental cleanup costs under **CERCLA** if the lessee actually retains most rights of ownership with respect to the new record owner. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

1 Cases that cite this headnote

[10] **Environmental Law**  
↳Persons Responsible

Under **CERCLA**'s potentially responsible party provisions, extremely long-term leases may create owner liability in the lessee if, according to the terms of the lease, the lessee retains so many of the indicia of ownership that he is the de facto owner. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

5 Cases that cite this headnote

[11] **Environmental Law**  
↳Persons Responsible

Under **CERCLA**, owner liability for environmental cleanup costs might lie against lessee/**sublessor** when lessee/**sublessor** has impermissibly exploited, by use himself or through a sublease, more rights than he originally leased, effectively expropriating from the owner the right to benefit from activity on the property. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

[12] **Environmental Law**  
↳Persons Responsible

Lessee/**sublessor** did not possess sufficient attributes of ownership over subleased lot to be held strictly liable as an owner under **CERCLA** for environmental contamination of lot, regardless of whether lessee was simply rent conduit between lessor and sublessee; despite having some attributes of ownership with respect to lot, such as responsibility for general maintenance and obligations for insurance and property tax increases, lessee lacked most of bundle of rights associated with ownership, while lessor retained many such rights and obligations, including reserved rights to enter property and to use lot for specified purposes and responsibility to make structural repairs.

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

8 Cases that cite this headnote

[13] **Environmental Law**  
↳Persons Responsible

Lessee/**sublessor** was not liable as operator, under **CERCLA**, for contamination of property subject to sublease, in that it could not be said to have managed, directed, or conducted operations specifically related to pollution of subleased lot. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(1), 42 U.S.C.A. § 9607(a)(1).

6 Cases that cite this headnote

[14] **Environmental Law**  
↳Persons Responsible

Lessor of contaminated site qualified as "potentially responsible party" under **CERCLA**, given that certain semi-volatile organic compounds consistent with pollution from petroleum were found at site under storage tanks retained by lessor and testimony at trial described oil spill from one of lessor's trucks, and therefore lessor could not pursue indemnification claim against lessee under theory that it was innocent owner. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(4)(B), 42 U.S.C.A. § 9607(a)(4)(B).

8 Cases that cite this headnote

[15] **Federal Courts**  
↳Nature or Subject-Matter of Issues or Questions

Lessor waived, for purposes of appeal, claim that it was entitled to contractual indemnification from lessee for environmental

cleanup of leased premises when lessor failed to raise issue below in timely manner.

1 Cases that cite this headnote

Parties are generally allowed to amend their pleadings absent bad faith or prejudice.

19 Cases that cite this headnote

[16] **Indemnity**

☞ Liberal or Strict Construction

Indemnification provisions in contracts are to be strictly construed.

[17] **Federal Civil Procedure**

☞ Time for Amendment

**Federal Civil Procedure**

☞ New Defense

Allowing lessee to amend its answer to raise statute of limitations defense to lessor's state-law claims seeking recovery for costs of cleaning up environmental contamination of subleased site was not abuse of discretion, despite lessee's seven-year delay, given absence of showing that lessee acted in bad faith or that lessor was prejudiced.

18 Cases that cite this headnote

[18] **Federal Civil Procedure**

☞ Liberality in Allowing Amendment

**Federal Courts**

☞ Parties; Pleading

Leave to amend pleadings shall be freely given, and Court of Appeals reviews the district court's actions in such regard for abuse of discretion.

8 Cases that cite this headnote

**Attorneys and Law Firms**

\*324 David Jacoby, Martin B. Wasser, Daniel Kolko, Phillips Nizer Benjamin Krim & Ballon LLP, New York, N.Y., J. David MacCartney, Jr., MacCartney, MacCartney, Kerrigan & MacCartney, Nyack, New York, on the brief, for Plaintiff-Counter-Defendant-Appellee-Cross-Appellant.

Andrew J. Simons, Farrell Fritz, P.C., Uniondale, New York, for Plaintiff-Counter-Defendant-Appellee-Cross-Appellant.

Before: WALKER, CABRANES, and KATZMANN, Circuit Judges.

**Opinion**

JOHN M. WALKER, Jr., Circuit Judge:

This dispute requires us to decide whether the lessee of a 75' X 250' parcel of land in Uniondale, New York, may be held liable as an "owner" for purposes of allocating the costs of remediation imposed by the Environmental Protection Agency ("EPA") under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 ("CERCLA").

Defendant Barlo Equipment Corp. ("Barlo") appeals from a judgment of the United States District Court for the Eastern District of New York (Jacob Mishler, *Judge*), finding it liable under CERCLA to plaintiff Commander Oil Corp. ("Commander Oil") as an "owner" of the parcel by virtue of its status as the parcel's lessee/sublessor. Although we conclude that a lessee may, under some circumstances, be held liable under CERCLA as an "owner," we conclude that, under the circumstances of this case, Barlo was not an "owner" within the meaning of CERCLA. Accordingly, we reverse the judgment of the district court in substantial part. |

[19] **Federal Civil Procedure**

☞ Liberality in Allowing Amendment

**BACKGROUND**

In 1963, Commander Oil became the owner of two lots in Nassau County, lots 7A and 7B, after Commander Oil merged with Lawrence J. Bennett, Inc., the lots' record owner. Lot 7A contained office and warehouse space; 7B, the parcel at issue in this case, housed twelve above-ground petroleum storage tanks and was used by Commander Oil as a fuel depot and "throughput" facility at least until 1967. In 1964, Commander Oil leased the office and warehouse space on lot 7A to Barlo, which was in the business of buying, manufacturing, and distributing petroleum-handling equipment. In 1969, Commander Oil leased lot 7B to Pasley Solvents & Chemicals, Inc. ("Pasley"), which used the site to repackage solvents purchased in bulk and to reclaim and revitalize used solvents. Under Pasley's lease, Commander Oil retained the use of three oil storage tanks on lot 7B.

The arrangement at the heart of the present dispute arose in 1972 when Commander Oil consolidated its leases. Under a single new lease, Commander Oil rented both lots 7A and 7B to Barlo, which in turn subleased 7B to Pasley. This arrangement simplified Commander Oil's bookkeeping and also delegated responsibility to Barlo for basic maintenance and payment \*325 of taxes on both lots. The nature of the sublease from Barlo to Pasley is fiercely contested. Barlo characterizes itself simply as a rent conduit and the lease and sublease of 7B as a bookkeeping measure implemented entirely at Commander Oil's behest. Barlo claims that the new arrangement did not change the actual relationship between the three parties and that Pasley continued to treat Commander Oil as its lessor. Commander Oil paints a substantially different picture, referring to instances of Barlo's alleged involvement with Pasley's activities on 7B, and to the fact that Barlo derived a profit, albeit a small one, from the sublease arrangement. We need not resolve this dispute, however, because it does not affect the legal result.

In 1981, an investigation by the Nassau County Department of Health ("DOH") led to the discovery of contamination on lot 7B. The DOH referred the matter to the New York State Department of Environmental Conservation, which charged Pasley in Nassau County District Court with violating the Nassau County Fire Prevention Ordinances. Pasley agreed to drain its tanks, remove solvents it had stored on the lot, and vacate the premises.

Six years later, the EPA ordered Commander Oil to conduct an investigation and a feasibility study to determine the extent of the contamination and to propose a plan for its remediation. In 1988, the EPA sought reimbursement from Commander Oil and other defendants for response costs incurred by the federal

government in remediating the site. On January 26, 1996, Commander Oil and other defendants entered into a consent decree in which "Commander agreed to design and implement response actions at the site and to reimburse the United States for past and future response costs incurred in connection with the Site." (Consent Decree ¶ 20). In turn, Commander Oil received contribution for these costs from certain defendants, who ultimately settled for \$1,849,127.91.

In 1990, Commander Oil filed this action, demanding contribution or indemnification for additional costs from Barlo and Pasley. Commander Oil's complaint seeks, *inter alia*, indemnification or contribution under **CERCLA**, contractual indemnification, and damages for various state-law claims including trespass, negligence, nuisance, and waste.

On June 12, 1997, the district court granted partial summary judgment to both Commander Oil and Barlo. For purposes of establishing **CERCLA** liability, the only contested issue was whether Barlo was an "owner" within the meaning of 42 U.S.C. § 9607(a)(1). The district court held that Barlo was an owner within the meaning of § 9607(a)(1) by virtue of its "authority and control" over lot 7B. In so holding, the district court implicitly rejected Barlo's argument that "owner" in § 9607(a)(1) means "record owner" and instead ruled that "a lessee who has control over and responsibility for the use of the property is the owner of the property" for **CERCLA** purposes. The district court also denied Commander Oil's claims for contractual indemnification, permitted Barlo to amend its answer in order to plead a statute of limitations defense to Commander Oil's various state-law claims, and, in the same order, dismissed the claims as time barred.

The district court subsequently held a bench trial to apportion liability as between Barlo, Commander Oil, and Pasley. Following trial, the district court ruled that although Pasley was responsible for all response costs, the costs had to be allocated between Commander Oil and Barlo because Pasley was "financially irresponsible." The district court rejected Commander Oil's request for full indemnification from Barlo under **CERCLA** on the ground that Commander Oil was not an "innocent landowner" within the meaning of 42 U.S.C. § 9607(b)(3). Nevertheless, the district court ruled that Commander Oil could recover 25% of its costs from Barlo under 42 U.S.C. § 9613(f)(1). Accordingly, the district court entered judgment \*326 against Barlo in the amount of \$802,915 plus 25% of "any future restoration costs."

Barlo appeals from that judgment, arguing that its status as a lessee/sublessor did not make it an "owner" within



the meaning of **CERCLA** and that the district court's apportionment of liability was clearly erroneous. Commander Oil cross-appeals claiming that the district court erred in dismissing its claims for contractual indemnification and in permitting Barlo to amend its pleadings to assert a statute of limitations defense to Commander Oil's state-law causes of action.

## DISCUSSION

[1] We are called upon in this case to resolve yet another ambiguity within **CERCLA**'s miasmatic provisions. **CERCLA** creates a regime of broad-ranging liability, permitting the government to recover its remediation expenses directly from parties responsible for pollution, *see* 42 U.S.C. § 9607(a)(4)(A), and authorizing private parties to pursue contribution or indemnification from potentially responsible parties for expenses incurred responding to environmental threats, *see* 42 U.S.C. § 9607(a)(4)(B). **CERCLA** creates various categories of potentially responsible parties, one of which is pertinent to this case: owners and operators of facilities. *See* 42 U.S.C. § 9607(a)(1); *B.F. Goodrich Co. v. Murtha*, 958 F.2d 1192, 1198 (2d Cir.1992) (delineating potentially responsible parties as: "past and present owners or operators of facilities, transporters of hazardous substances, and those ... who generate or arrange for the disposal or treatment of hazardous substances"). Absent a showing that one of **CERCLA**'s affirmative defenses applies, liability for owners and operators is strict. *See B.F. Goodrich*, 958 F.2d at 1198.

[2] Commander Oil's suit against Barlo seeks either contribution or indemnification for the costs it has and will continue to incur under its consent decree with the EPA. The district court granted partial summary judgment to Commander Oil for contribution on the theory that Barlo, as a lessee/sublessor, was an "owner" of lot 7B and was therefore strictly liable.<sup>2</sup> Other courts to have considered whether lessees/sublessors are owners for purposes of **CERCLA**'s strict owner liability provisions have reached the same conclusion on similar facts. *See, e.g., Delaney v. Town of Carmel*, 55 F.Supp.2d 237, 258-59 (S.D.N.Y.1999) ("[T]he owner of a leasehold of a **CERCLA** facility may be liable as an owner of that facility."); *United States v. A & N Cleaners & Launderers, Inc.*, 788 F.Supp. 1317, 1332-34 (S.D.N.Y.1992); *United States v. South Carolina Recycling & Disposal, Inc.*, 653 F.Supp. 984, 1002-03 (D.S.C.1984), *aff'd in part, vacated in part sub nom. United States v. Monsanto Co.*, 858 F.2d 160 (4th Cir.1988). Essentially, these courts have interpreted the

term "owner" to extend beyond the fee or record owner to anyone possessing the requisite degree of control over the property. Whether, and under what circumstances, a lessee/sublessor may be held liable as an owner for **CERCLA** purposes is a question of first impression in this circuit and we review the district court's legal conclusions *de novo*. *See Maguire v. Citicorp Retail Servs., Inc.*, 147 F.3d 232, 235 (2d Cir.1998).

### I.

**CERCLA**'s text offers no helpful guidance for interpreting the extent of owner liability. According to the statute: "The term 'owner or operator' means ... any person owning or operating [a] facility." 42 U.S.C. § 9601(20)(A). We are thus required \*327 to give content to a statutory tautology, a position to which we have become increasingly accustomed in the environmental context. Nor are we the first court to have recognized that **CERCLA** is hardly a model of legislative clarity. *See, e.g., Exxon Corp. v. Hunt*, 475 U.S. 355, 363, 106 S.Ct. 1103, 89 L.Ed.2d 364 (1986); *Artesian Water Co. v. Government of New Castle County*, 851 F.2d 643, 648 (3d Cir.1988) ("**CERCLA** is not a paradigm of clarity or precision. It has been criticized frequently for inartful drafting and numerous ambiguities attributable to its precipitous passage.").

### A.

[3] [4] Our statutory interpretation is guided by **CERCLA**'s few well-established principles. "Because it is a remedial statute, **CERCLA** must be construed liberally to effectuate its two primary goals: (1) enabling the EPA to respond efficiently and expeditiously to toxic spills, and (2) holding those parties [potentially] responsible for the releases liable for the costs of the cleanup." *B.F. Goodrich*, 958 F.2d at 1198. The scheme envisioned by Congress protects taxpayers generally from bearing the costs of nationwide cleanup. *See id.* Instead, potentially responsible parties must shoulder the frequently heavy burden of environmental liability. Potentially responsible parties are not limited to parties who were the cause in fact of the contamination, *see New York v. Shore Realty Corp.*, 759 F.2d 1032, 1044 (2d Cir.1985) ("[S]ection 9607(a)(1) unequivocally imposes strict liability on the current owner of a facility from which there is a release or threat of release, without regard to causation."), but neither does **CERCLA** automatically assign liability to every party with any

connection to a contaminated facility. A recent Supreme Court decision demonstrates the difficulty of determining the limits of CERCLA's strict liability provisions.

In *United States v. Bestfoods*, 524 U.S. 51, 118 S.Ct. 1876, 141 L.Ed.2d 43 (1998), the Court was called on to construe operator liability and decide "whether a parent corporation that actively participated in, and exercised control over, the operations of a subsidiary may, without more, be held liable as an operator of a polluting facility owned or operated by the subsidiary." *Id.* at 55, 118 S.Ct. 1876. The contested issues in *Bestfoods* concerning corporate law and operator liability do not control the instant dispute. However, the Court faced a similar interpretive task and we find its approach useful here.

We therefore begin our analysis of the term "owner" in § 9607(a) by doing "the best we can to give the term its ordinary or natural meaning." *Bestfoods*, 524 U.S. at 66, 118 S.Ct. 1876 (internal quotation marks omitted). But unlike "operator," the term "owner" has no natural meaning that can resolve the present dispute. Barlo urges that CERCLA's owner liability is restricted to record owners. Commander Oil argues for a more expansive definition that relies primarily on the right to control property, whether the right is possessory or is a recorded property interest. Neither position is obviously implausible. According to Webster's dictionary, an owner is "[O]ne that has the legal or rightful title whether the possessor or not." *Webster's Third New International Dictionary of the English Language Unabridged* 1612 (1981). Black's Law Dictionary, however, equivocates between titular and possessory owner, defining an owner variously as "[o]ne who has the right to possess, use, and convey something," and as "[o]ne who has the primary or residuary title to property." *Black's Law Dictionary* 1130 (7th ed.1999). This definition's ambiguity comes as no surprise. Long-standing scholarship has informed us that ownership-and its attendant concept "property"-has limited inherent content. See, e.g., Wesley Newcomb Hohfeld, *Some Fundamental Legal Conceptions as Applied in Judicial Reasoning and Other Legal Essays* 96 (Walter Wheeler Cook ed., 1923) (stating that property "consists \*328 of a complex aggregate of rights (or claims), privileges, powers, and immunities").

Courts and commentators have supplied no consistent guidance as to which rights in the proverbial property bundle define ownership. Compare, e.g., *Hodel v. Irving*, 481 U.S. 704, 716, 107 S.Ct. 2076, 95 L.Ed.2d 668 (1987) (stating that "the right to pass on property-to one's family in particular" constitutes a protected property right under the Fifth Amendment), with *Andrus v. Allard*, 444 U.S. 51, 65-66, 100 S.Ct. 318, 62 L.Ed.2d 210 (1979) (holding that abrogating the right to sell endangered

eagles' feathers did not implicate the Fifth Amendment); see also William A. Fischel, *Introduction: Utilitarian Balancing and Formalism in Takings*, 88 Colum. L.Rev. 1581, 1590-94 (1988) (reviewing various commentators' disagreements over the content of protectable property interests). Our task today is less theoretical yet is still grounded in the same basic controversy over defining ownership. Its manifestation in this case is whether, and under what circumstances, the rights possessed by a lessee are sufficient to rise to the level of "ownership" for CERCLA purposes.

Most of the district courts that have considered this question have held that site control is a sufficient indicator of ownership to impose liability on lessees or sublessors. See, e.g., *Castlerock Estates, Inc. v. Estate of Markham*, 871 F.Supp. 360, 367 (N.D.Cal.1994); *Burlington N. R.R. Co. v. Woods Indus., Inc.*, 815 F.Supp. 1384, 1391-92 (E.D.Wash.1993); *Pape v. Great Lakes Chem. Co.*, No. 93 C 1585, 1993 WL 424249, at \*3 (N.D.Ill. Oct.19, 1993); see also, e.g., *Delaney*, 55 F.Supp.2d at 258-59 ("[T]he owner of a leasehold interest in a CERCLA facility may be liable as an owner of that facility, as long as the lessee exercised sufficient site control to place it in the shoes of owners.") (internal quotation marks omitted); *A & N Cleaners & Launderers, Inc.*, 788 F.Supp. at 1333 ("The undisputed facts establish that [the sublessor] exercised a degree of site control over the Property, that ... confers ownership status upon it for purposes of CERCLA..."); *South Carolina Recycling & Disposal, Inc.*, 653 F.Supp. at 1003 ("[The lessee] maintained control over and responsibility for the use of the property and, essentially, stood in the shoes of the property owners."). The reasoning of these district courts is not without its appeal; if the lessee is the active user and polluter of the property, imposition of CERCLA liability seems particularly appropriate. But, while the imposition of liability in such a situation is surely correct, imposing owner liability instead of operator liability threatens to conflate two statutorily distinct categories of potentially responsible parties.

[5] It is settled in this circuit that owner and operator liability should be treated separately. See, e.g., *Schiavone v. Pearce*, 79 F.3d 248, 254 (2d Cir.1996) ("Observing that 'owner' liability and 'operator' liability denote two separate concepts, courts stress the disjunctive character of CERCLA liability." (internal quotation marks omitted)); cf. *Bestfoods*, 524 U.S. at 64, 118 S.Ct. 1876 ("If the act rested liability entirely on ownership of a polluting facility, this opinion might end here; but CERCLA liability may turn on operation as well as ownership...."). Even a cursory examination of the basis for operator liability reveals that it would be almost entirely subsumed by owner liability that relied on site

control analysis. As the Supreme Court recently explained, “an operator must manage, direct, or conduct operations specifically related to pollution, that is, operations having to do with the leakage or disposal of hazardous waste, or decisions about compliance with environmental regulations.” *Bestfoods*, 524 U.S. at 66-67, 118 S.Ct. 1876. If control over a facility could establish ownership then operator liability in these circumstances would be just a subset of owner liability. Imposing owner liability on the basis of site control threatens to make owners of \*329 all operators and surplusage of most of operator liability. See *Castlerock*, 871 F.Supp. at 367 (“The test for ‘ownership’ liability under CERCLA ... has become similar to [the] test for ‘operator’ liability under CERCLA.”). Because we strive to avoid redundancy in our interpretation of statutes, see, e.g., *Exxon Corp.*, 475 U.S. at 369-70, 106 S.Ct. 1103, we believe that site control alone is an improper basis for the imposition of owner liability. Lessees may frequently be liable as operators but most lessees are not owners within the meaning of § 9607(a).

## B.

[6] While the typical lessee should not be held liable as an owner, there may be circumstances when owner liability for a lessee would be appropriate. Some district courts, for example, have treated lessees as owners for CERCLA purposes when they sublet the premises to other entities. See, e.g., *South Carolina Recycling & Disposal, Inc.*, 653 F.Supp. at 1003 (“The fact that during part of its leasehold [the lessee] sublet a portion of the site does not diminish its responsibility. If anything, it strengthens the case [against the lessee].”). These courts have reasoned that a **sublessor**, by virtue of its relationship to the sublessee, will often be in the best position-or at least in a better position than the record owner-to prevent pollution at a facility. However, this reasoning improperly emphasizes the relationship between the lessee/**sublessor** and the sublessee, instead of the relationship between the owner and the lessee/**sublessor**.

Ownership has consistently defied easy definition across a variety of legal contexts, but we know at least that it is relational. See *Restatement (First) of Property* ch. 1 intro. note (1936) (“[Property comprises] legal relations between persons with respect to a thing.”). Ownership exists vis-à-vis someone else; it represents a priority of rights and claims and not a concrete status. Lessees/**sublessors** necessarily have relationships with both the original lessor-often the record owner-and the sublessee. A lessee/**sublessor** has many of the rights and

obligations of ownership in relation to the sublessee; he usually retains, *inter alia*, the power to lease, to exclude, and to govern the terms of property’s use. But lessees/**sublessors** are simply lessees in relation to the original owner/lessor, incapable of granting to a sublessee more than they originally acquired from their lessor. Since a typical lessee is not liable as an owner, then logically a **sublessor** should not be liable either, unless its status with regard to the sublessee operates somehow to confer owner liability. However, we find no basis in CERCLA for supposing that the relationship between the **sublessor** and sublessee is the critical relationship for identifying owner liability and therefore no principled basis for assuming that a lessee/**sublessor**’s relationship with a sublessee automatically transforms the lessee/**sublessor** into an owner under § 9607(a). In fact, there are good reasons why this relationship cannot be dispositive for purposes of establishing strict owner liability.

Strict liability is a narrowly tailored tool, capturing a specific kind of responsibility. CERCLA’s admittedly disjointed legislative history offers some useful insights into the congressional purposes motivating strict owner liability. Cf. *Shore Realty Corp.*, 759 F.2d at 1039 (stating that “CERCLA’s history reveals as much about the nature of the legislative process as about the nature of the legislation,” but nevertheless finding important guidance from the Act’s history). The report of the Senate Committee on Environment and Public Works justified CERCLA’s imposition of strict liability in part by referring to the English case of *Rylands v. Fletcher*, L.R. 3 H.L. 330 (1868). See, e.g., S.Rep. No. 96-848, at 33 (1980), reprinted in 1 *Legislative History of the Comprehensive Response, Compensation, and Liability Act of 1980 (Superfund)*, Public Law 96-510, at 305, 340 (1983) [hereinafter \*330 “CERCLA Legislative History”]. The reference is instructive. The principle enunciated in *Rylands v. Fletcher* has been succinctly stated by this court in *United States v. FMC Corp.*, 572 F.2d 902, 907 (2d Cir.1978): “When one enters into a business or activity for his own benefit, and that benefit results in harm to others, the party should bear the responsibility for that harm.” Central to the *Rylands v. Fletcher* theory of strict liability is the underlying fairness of imposing on the beneficiaries of an ultra-hazardous activity the ultimate costs of that activity. The Senate Committee wrote: “To establish provisions of liability any less than strict, joint, and several liability would be to condone a system in which innocent victims bear the actual burden of releases, while those who conduct commerce in hazardous substances which cause such damage benefit with relative impunity.” 1 *CERCLA Legislative History*, supra at 320. CERCLA’s strict owner liability, therefore, can be justified in part on the grounds that owners-even as

lessors—derive benefit from the activities conducted on their property.

The same justification for strict liability does not necessarily or automatically apply to lessees/**sublessors**, as the facts of the present case make clear. The arrangement that led to Pasley's contamination of the site was between Commander Oil and Pasley, not between Pasley and Barlo. The terms of the original lease between Pasley and Commander Oil were set before Barlo was interposed as a **sublessor**. Commander was a sophisticated lessor and fully capable of including in the price of the lease the risk of Pasley contaminating the site. As we explain in part II of this opinion, *infra*, owner liability might attach to a sophisticated lessee/**sublessor** who exploits unanticipated risks on the property of an unsophisticated owner. But here, and in the normal course of events, such liability will not attach to lessees/**sublessors**.

There is an additional policy reason supporting our conclusion that owner liability should not automatically apply to lessees/**sublessors**. When buyers are considering purchasing property they will usually conduct an environmental assessment prior to closing. CERCLA has raised the costs of owning polluted land, and owners and potential owners are on notice of their liability and are wise to ensure that a potential acquisition is not encumbered by massive environmental liability. So far as we are able to discern, the same is not true of lessees/**sublessors**. A lessee/**sublessor's** concern about environmental hazards on a site will usually be limited to ensuring "that the property is adequate for the tenant's purposes and that there are no on-site environmental conditions or features which would impair the tenant's ability to operate." Richard D. Jones & Ivan S. DeVoren, *Managing Environmental Risks in Commercial Real Estate Leases*, SA81 ALI-ABA 121, 126 (1996). We are reluctant to surprise Barlo with new and unexpected liability, and to undermine the security of lessees/**sublessors** throughout the circuit who have entered into subleases before this decision.

## II.

[7] [8] We do not foreclose the possibility that in some circumstances lessees/**sublessors** may be liable as owners under CERCLA. Certain lessees may have the requisite indicia of ownership vis-à-vis the record owner to be *de facto* owners and therefore strictly liable. Such would probably be true of a lessee with the proverbial 99-year lease. While we need not define with specificity those

factors that might transform a lessee into an owner, we note several that we think could be important, specifically: (1) whether the lease is for an extensive term and admits of no rights in the owner/lessor to determine how the property is used; (2) whether the lease cannot be terminated by the owner before it expires by its terms; (3) whether the lessee has the right to sublet all or some of \*331 the property without notifying the owner; (4) whether the lessee is responsible for payment of all taxes, assessments, insurance, and operation and maintenance costs; and (5) whether the lessee is responsible for making all structural and other repairs. This non-exclusive list is meant to reinforce the point that the critical question is whether the lessee's status is that of a *de facto* owner and not whether it exercises control over the facility. Cf. *Bedford Affiliates v. Sills*, 156 F.3d 416, 425 (2d Cir.1998) (noting that the innocent owner exception to liability is premised on an entity's status and not on its participation in activities relating to contamination). Moreover, the critical relationship is that between the lessee/**sublessor** and the owner/lessor, not that between the lessee/**sublessor** and the sublessee.

[9] [10] [11] For example, sale-leaseback arrangements may not serve to insulate the former-owner/lessee from owner liability if the lessee actually retains most rights of ownership with respect to the new record owner. See 2 *Powell on Real Property* § 17A, at 3 (1997) ("[T]he tenant's position as to use and occupancy and responsibility for operating expenses does not differ, from a practical standpoint, from the position that the tenant occupied as owner prior to sale."). Likewise, extremely long-term leases may create owner liability in the lessee if, according to the terms of the lease, the lessee retains so many of the indicia of ownership that he is the *de facto* owner. And owner liability might also lie where a lessee/**sublessor** has impermissibly exploited by use himself or through a sublease more rights than he originally leased, effectively expropriating from the owner the right to benefit from activity on the property.

[12] Applying these principles to the case at hand, we conclude that the district court erred in holding Barlo strictly liable as an owner pursuant to 42 U.S.C. § 9607(a)(1). Whether or not Barlo was simply a rent conduit between Commander Oil and Pasley—as Barlo claims—it did not possess sufficient attributes of ownership over lot 7B. By the terms of the lease between Barlo and Commander Oil, Barlo was, *inter alia*, (1) limited to using lot 7A, and only "for that business presently conducted by tenant on a portion of the same premises leased hereunder"; (2) required to obtain written consent from Commander Oil before making "any additions, alterations or improvements" on the land, which alterations would become Commander Oil's property in any event; (3)

required to obtain written approval from Commander Oil to sublet the property, and prohibited from subletting to any entity that had "any connection with the fuel, fuel oil or oil business"; (4) required to obtain written permission from Commander Oil to display any "sign, advertisement, notice or other lettering" on the building; (5) required to keep the property "clean and in order to the satisfaction of" Commander Oil, and responsible for any damage Barlo itself caused to the premises or to the "systems or equipment or any installation therein"; and (6) prohibited from doing anything that would "in any way increase the rate of fire insurance" on the property, and from bringing or keeping upon the premises "any inflammable, combustible or explosive fluid, chemical or substance." In addition, the lease was limited to a five-year term with one option for renewal.

Moreover, Commander Oil retained many of the rights and obligations of ownership. Among other things, the fuel company: (1) reserved a right to enter onto the lot for various purposes; (2) reserved for its own use three oil storage tanks on lot 7B; (3) reserved an "option" to use, on written notice to Barlo, "certain office space" within lot 7A; (4) reserved the right to maintain "its aerial or a comparable aerial" on the roof of the building; and (6) assumed responsibility to make structural repairs.

[13] To be sure, Barlo possessed some attributes of ownership with respect to lot \*332 7B. For instance, Barlo was obligated to secure insurance for the property, was liable to Commander Oil for all assessments on the property and any increases (but only increases) in taxes, and assumed responsibility for all nonstructural repairs, including "all repairs to heating, plumbing and lighting fixtures and equipment; cesspool maintenance, repair and replacement; snow removal; driveway, parking area and pavement repairs, etc." Notwithstanding these attributes, however, Barlo lacked most of the bundle of rights that comes with ownership of property. Accordingly, it may not be held liable under CERCLA as an owner, and the judgment of the district court is reversed to the extent that it imposed liability against Barlo for the contamination on lot 7B.<sup>3</sup>

### III.

Commander Oil has cross-appealed on two grounds: that the district court erred by refusing to grant Commander Oil indemnification as opposed to contribution; and by permitting Barlo to amend its answer to plead a statute of limitations defense to Commander Oil's state-law claims. We disagree.

[14] Commander Oil argues first that it should be entitled to indemnification pursuant to 42 U.S.C. § 9607(a)(4)(B). However, we have previously held that potentially responsible parties may pursue only contribution claims against other potentially responsible parties and may not seek indemnification. *See Bedford Affiliates*, 156 F.3d at 423-24. In an effort to circumvent the rule of *Bedford Affiliates*, Commander Oil argues, contrary to the district court, that it was entitled to an "innocent owner" defense and thus was not a potentially responsible party. We express no view as to whether a successful innocent owner defense negates potentially responsible party status because it was not clearly erroneous for the district court to determine that Commander Oil was not innocent within the meaning of the statute. Certain semi-volatile organic compounds consistent with pollution from petroleum were found at the site under the tanks retained by Commander Oil and at least some testimony was presented at trial describing an oil spill from one of Commander Oil's trucks. Commander Oil is therefore a potentially responsible party and thus not entitled to pursue an indemnification claim.

[15] [16] Alternatively, Commander Oil argues that it is entitled to contractual indemnification from Barlo by virtue of their lease agreement. Commander Oil relies on those portions of the standard contract that require Barlo to prevent and abate nuisances connected with the property, and to repair the property. However, Commander Oil failed to raise the issue below in a timely manner and it is therefore waived for purposes of this appeal. In any event, indemnification provisions in contracts are to be strictly construed, *see, e.g., Commander Oil Corp. v. Advance Food Serv. Equip.*, 991 F.2d 49, 51 (2d Cir.1993) (citing New York law), and we doubt whether Commander Oil and Barlo's generic lease agreement could have shifted to Barlo the kind of massive CERCLA liability at stake in this case.

\*333 [17] [18] [19] Finally, so long as leave was properly given to Barlo to amend its answer, Commander Oil's remaining claims for negligence, nuisance, trespass, and waste were properly dismissed as time barred. Leave to amend shall be freely given, and this court reviews the district court's actions for abuse of discretion. *See Block v. First Blood Assoc.*, 988 F.2d 344, 350 (2d Cir.1993). Parties are generally allowed to amend their pleadings absent bad faith or prejudice. *See State Teachers Retirement Bd. v. Fluor Corp.*, 654 F.2d 843, 856 (2d Cir.1981). Moreover, "it is rare for an appellate court to disturb a district court's discretionary decision to allow amendment." *Rachman Bag Co. v. Liberty Mut. Ins. Co.*, 46 F.3d 230, 235 (2d Cir.1995). Commander Oil's claimed prejudice derives from the expenses incurred preparing to litigate its state-law claims. However, we see

no reason to believe-and Commander Oil has not demonstrated-that these costs were in any way additional to the costs it necessarily incurred preparing its **CERCLA** claims. Even in the face of Barlo's seven-year delay to add its statute of limitations defense, we will not upset the district court's decision to permit Barlo to amend its answer accordingly, absent any showing of prejudice to Commander Oil or bad faith on the part of Barlo.

For the reasons stated above, the judgment of the district court is **REVERSED** to the extent that it imposes **CERCLA** liability against Barlo. The judgment of the district court is **AFFIRMED** to the extent that it dismisses Commander Oil's indemnification and state-law claims.

#### Parallel Citations

50 ERC 1792, 30 Envtl. L. Rep. 20,679

### CONCLUSION

#### Footnotes

- 1 Commander Oil cross-appeals from the judgment of the district court to the extent that it dismissed its claims for indemnification and certain state-law causes of action. In these respects, we affirm the judgment of the district court, as we discuss below.
- 2 As before the district court, the sole contested issue with respect to Barlo's liability under **CERCLA** is whether Barlo was an owner within the meaning of § 9607(a)(1). There is no dispute that Commander Oil has otherwise satisfied the requirements for establishing a claim under **CERCLA**. See *Freeman v. Glaxo Wellcome, Inc.*, 189 F.3d 160, 163 (2d Cir.1999) (enumerating the elements of a *prima facie* **CERCLA** claim).
- 3 Commander Oil urges us, if we disapprove of the district court's judgment, to remand the case for further proceedings to determine whether Barlo might be liable as an operator. We decline to do so. Although there are some unresolved factual issues that would bear on whether Barlo was an operator within the meaning of 42 U.S.C. § 9607(a)(1), under no version of those facts could Barlo be said to have "manage[d], direct[ed], or conduct[ed] operations specifically related to pollution, that is, operations having to do with the leakage or disposal of hazardous waste, or decisions about compliance with environmental regulations." *Bestfoods*, 524 U.S. at 66-67, 118 S.Ct. 1876. Moreover, in light of our conclusion that Barlo is not liable as an owner under **CERCLA**, we need not-and do not-reach its arguments on appeal concerning the district court's apportionment of liability.

End of Document

© 2012 Thomson Reuters. No claim to original U.S. Government Works.

2009 WL 3151089

Only the Westlaw citation is currently available.  
United States District Court,  
N.D. Georgia,  
Atlanta Division.

SCARLETT & ASSOCIATES, INC., Plaintiff,  
v.  
BRIARCLIFF CENTER PARTNERS, LLC, et al.,  
Defendants.

Civil Action No. 1:05-CV-0145-CC. | Sept. 30, 2009.

West KeySummary

**1 Environmental Law**  
Persons Responsible

Owner liability could not be imposed on property manager of commercial property under CERCLA concerning contamination of groundwater and soil. Fee simple to the property was never in property manager's possession, and the property manager never had the type of control over the property associated with an owner. Property manager had responsibilities in the day-to-day operation of the property, but the ultimate decisionmaking power ultimately resided with the owner. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a), 42 U.S.C.A. § 9607(a).

**Attorneys and Law Firms**

Holly Page Cole, Martin Arthur Shelton, Schulten Ward & Turner, LLP, Atlanta, GA, for Plaintiff.

Edwin S. Schwartz, Law Office of Edwin Schwartz, Atlanta, GA, Gregory J. Digel, Holland & Knight, Atlanta, GA, R. Steven Degeorge, Robinson Bradshaw & Hinson, Charlotte, NC, John Michael Hamrick, Holland & Knight LLP, Atlanta, GA, for Defendants.

**Opinion**

**OPINION AND ORDER**

CLARENCE COOPER, Senior District Judge.

\*1 This matter is before the Court on Defendant Faison & Associates, LLC's Motion for Summary Judgment [Doc. No. 151], Plaintiff's Motion for Leave to Amend Complaint [Doc. No. 160], Third-Party Defendants' Combined Motion for Summary Judgment [Doc. No. 161],<sup>1</sup> and Plaintiff's Cross-Motion for Partial Summary Judgment [Doc. No. 164]. For the reasons stated herein, the Court **GRANTS in part** and **DENIES in part** Defendant Faison & Associate, LLC's Motion for Summary Judgment [Doc. No. 151], **DENIES** Plaintiff's Motion for Leave to Amend Complaint [Doc. No. 160], **GRANTS in part, DENIES in part, and DENIES AS MOOT in part** Third-Party Defendants' Combined Motion for Summary Judgment [Doc. No. 161], and **DENIES** Plaintiff's Cross-Motion for Partial Summary Judgment [Doc. No. 164].

**I. FACTS**

This action arises from environmental contamination at a commercial property in DeKalb County, Georgia (the "Property"). Third-Party Defendants Roy S. Tuggle and Virginia E. Tuggle (the "Tuggles") are the current owners of the Property, and the Tuggle family has owned the Property since 1921, along with much of the surrounding property. On December 31, 1965, the Tuggles executed a lease with C & A Land Company, also known as C & A Properties, Inc., ("C & A") granting to C & A the right to the use, occupation, and extensive control of the Property. As fee simple owners of the Property, the Tuggles retain certain control over the Property under the terms of the referenced lease. As amended on February 16, 1996, March 17, 1970, and April 25, 1966, the lease runs through March 13, 2019, with automatic renewal options for an additional 47 years.

As part of the distribution of the estate of C & A's principal, R. Pierce Chatham, Plaintiff Scarlett & Associates, Inc. ("Scarlett") assumed all property rights under the lease on January 6, 1995. Scarlett was incorporated on December 28, 1994, for the sole purpose of holding the interest to the Property under the lease. Scarlett, as C & A's "heir and successor in interest,"

controls the Property and has assumed C & A's liabilities. Scarlett's interest in the Property remains its sole asset.

The Property consists of two areas of concern. The area that remains of concern in this litigation is a strip mall known as Briarcliff Station Shopping Center (the "Shopping Center"), where a dry cleaning business operated. There were several owners and operators of the dry cleaning business between 1986 and 2007:

(a) Defendants Retail Centers, Ltd. and Briarcliff Station Associates, Ltd. leased the Shopping Center from C & A beginning in 1986, and sublet the dry cleaner space to Defendant SHS Equipment Sales, Inc. ("SHS").

(b) SHS operated the dry cleaning business from 1986 to 1992.

(c) In 1992, Atlanta Enterprises, Inc., owned by Defendant Mohammad M. Ali, took over the dry cleaning business under the trade name Regal Custom Cleaners.

(d) In 1995, after Defendant Briarcliff Station Associates, Ltd. failed to make payments to its lender, AmSouth Bank of Florida ("AmSouth"), Scarlett leased the Shopping Center directly to AmSouth.

\*2 (e) In May 1997, AmSouth renewed Atlanta Enterprises' lease for the dry cleaner space.

(f) In September 1997, AmSouth sold the Shopping Center Ground Lease to Defendant Briarcliff Center Partners, LLC.

(g) In October 1998, Defendant Briarcliff Center Partners, LLC sublet the dry cleaner space to Defendant Aslam Mohammad, who continued dry cleaning operations until July 2007.

Contamination at the Property was discovered in the early to mid 1990s as a result of a series of environmental investigations performed in association with the administration of the estate of R. Pierce Chatham. The Property was held in trust by NationsBank while the estate was tied up in litigation from 1989 to 1994. During that time period, NationsBank hired an environmental consultant, PSI, to initiate an environmental investigation of the Property for purposes of its administration and distribution under the estate. The investigations revealed the Property was contaminated with tetrachloroethene, commonly known as "PCE," which is the primary cleaning solvent used by dry cleaners, as well as other hazardous substances and constituents. Based on the

results of the investigation, on June 27, 1994, NationsBank, on behalf of C & A, issued a Release Notification for the Property as required under the Georgia Hazardous Site Response Act ("HSRA"). In November 1994, NationsBank, on behalf of C & A, again notified the Georgia Environmental Protection Division ("GEPD") of the contamination. All of these actions occurred prior to Scarlett's assumption of the lease of the Property on January 6, 1995.

The date of the original release of PCE is unknown.<sup>2</sup> However, as mentioned above, a dry cleaning facility has been in operation on the Property since 1986. According to the environmental investigations, the PCE was released from both surface discharge in and around the dry cleaning operations inside the Shopping Center and from surface disposal outside the Shopping Center from the dry cleaning operations. The impacted soils are located directly beneath the dry cleaning unit, waste storage area, and water valve boxes outside and behind the building. A PCE groundwater plume was identified and is associated with the impacted soils at the dry cleaning facility. The PCE plume has been continually migrating and expanding. Operations at the dry cleaning facility through 2007 resulted in continued releases of PCE on the site.

On April 10, 1996, GEPD placed the Property on the Georgia Hazardous Site Inventory ("HSI"). Since assuming the lease from C & A, Scarlett has undertaken a series of response and investigation actions on the site from 1996 to the present day, including submission of Compliance Status Reports (including revisions) ("CSRs") and a Correction Action Plan ("CAP") to remediate and address the PCE contamination on the site. Even so, beginning in December 1997, GEPD notified the legally responsible parties, including Scarlett, of their liability for the contamination, and in several instances ordered responsible parties to investigate and remediate the contamination.

\*3 GEPD's actions against the responsible parties are summarized as follows:

(a) On December 30, 1997, GEPD notified Scarlett and the Tuggles that they are responsible for the contamination.

(b) In 1998, GEPD entered an Administrative Order against Scarlett requiring completion of the CSR and implementation of a CAP.

(c) On November 5, 1998, GEPD notified Defendants Briarcliff Center Partners, LLC and Mohammad M. Ali that they are responsible for the contamination.



(d) On May 3, 1999, following Scarlett's submission of an Abbreviated CSR in February 1999, GEPD ordered Scarlett and the Tuggles to take certain actions to address the contamination.

(e) On June 2, 1999, GEPD entered into a Consent Order with Defendant Briarcliff Center Partners, LLC under which it was required to take certain actions to address the contamination.

(f) On December 6, 1999, GEPD identified Michelin North America Inc. and Retail Centers, Ltd. as responsible parties.

(g) On January 19, 2005, in an enforcement action, GEPD sought a \$50,000 penalty against Scarlett for its failure to comply with the Administrative Order. A similar action was brought against the Tuggles contemporaneously.

(h) On August 18, 2005, GEPD and Scarlett entered into a Consent Order, pursuant to which Scarlett agreed to undertake and complete investigation, remediation and clean-up of the site.

In accordance with the Consent Order entered into by Scarlett and GEPD, Scarlett submitted a CAP, which GEPD approved on June 13, 2006. (More recently, the CAP was amended to address changed conditions and was once again approved by GEPD; corrective action is currently being implemented on the site.) Within the Consent Order, Scarlett asserted that it had agreed "to indemnify, hold harmless, and otherwise assume all burdens, obligations, liabilities, and rights of the owners of the Property." (Doc. No. 161-10, p. 3.) Based upon Scarlett's entry into the Consent Order and Scarlett's representations made therein, GEPD dismissed its enforcement action against the Tuggles. Scarlett's indemnification of the Tuggles was formalized with a contractual agreement in August 2008.

With respect to the relevant involvement of Defendant Faison & Associates, LLC ("Faison") with the Shopping Center, on September 1, 1995, shortly after Scarlett and AmSouth entered into a Ground Lease for the Shopping Center, AmSouth and Faison entered into an agreement under which Faison agreed to perform certain property management services regarding the Shopping Center. Faison served in this capacity until approximately September 1, 1997, when its involvement with the Shopping Center ended. Contrary to Scarlett's allegation in the Complaint that Faison was a "primary subleasee" of the Property, Scarlett now admits that Faison has never been a party to any lease involving any portion of the Property. Scarlett admits that Faison did not maintain an

office or personnel at the Shopping Center, had no access to keys to any leased space, and had no authority to evict tenants.

\*4 Scarlett and Faison otherwise dispute the scope of Faison's role and responsibilities. Faison asserts that it served only in a limited capacity, never managed any tenant operations, had no control over which tenants were permitted to lease space, and had no control over hazardous substance handling by any tenant, including the dry cleaner. Faison further states that, as is typical at a retail strip mall, Faison's principal responsibilities were to attempt to rent space to tenants that were approved by AmSouth, collect rent, maintain the common areas of the Shopping Center, pay bills in a timely manner, and send any excess revenues to AmSouth. Scarlett, on the other hand, emphasizes that the Management Agreement between AmSouth and Faison provides that Faison was hired "to supervise and to manage the operation of the [Shopping Center] and as the exclusive leasing agent thereof." (Doc. No. 163-2, p. 1.) Scarlett additionally points out that Faison had the following specific duties: (a) obtaining all necessary governmental approval and permits and performing such acts necessary to effect AmSouth's compliance with all laws applicable to the operation of the Shopping Center; (b) negotiating and entering into contracts on behalf of AmSouth and on terms approved by AmSouth with, and supervising the performance of, all independent contractors, subcontractors, suppliers, and servicing agents, required for the proper management, leasing, maintenance, repair, and operation of the Shopping Center and the construction of tenant improvements; (c) maintaining financial and business books and records for AmSouth; (d) soliciting, negotiating, causing to be prepared, and executing tenant leases and renewals and extensions of tenant leases for space in the Shopping Center upon such terms and conditions as Faison deemed appropriate; (e) paying all independent contractors, architects, engineers, subcontractors, suppliers, and service agents utilized in management, operation, maintenance, or repair of the Shopping Center or construction of tenant improvements; (f) purchasing all necessary supplies and equipment for the proper operation, maintenance, repair and restoration of the Shopping Center and the construction of tenant improvements; (g) making or causing to be made all repairs, replacements, renovations, and capital improvements on the Shopping Center approved by AmSouth; (h) making arrangements for and paying all charges owed by AmSouth for all utilities used in the operation of the Shopping Center; (i) filing all real and personal ad valorem property tax returns required to be filed by AmSouth and paying all ad valorem taxes on and assessments against the Shopping Center that are required to be paid by AmSouth; (j) receiving and collecting rent

from all tenants and bringing legal action against any tenants or occupants to collect any past due rent or charges or to enforce the terms of any tenant lease; (k) repairing or restoring the Shopping Center in the event of damage or destruction; (l) furnishing to the tenants of the Shopping Center all services as are usually or customarily furnished or rendered in connection with the rental of space in such a shopping center; and (m) taking all action deemed advisable for the efficient and economic management, leasing, operation, and maintenance of the Shopping Center. Faison also was responsible for maintaining the books of account, preparing monthly financial and operating statements, and preparing the annual operating budget. According to the lease with Atlanta Enterprises, Faison was the contact for AmSouth. Faison also took responsibility for ensuring that the operators of the dry cleaning business complied with the Environmental Protection Agency's reporting requirements on dry cleaning facilities covering PCE emissions, equipment monitoring and repair, and accounting of PCE consumption.

\*5 In addition to the foregoing, Scarlett points out that AmSouth was named as a Potentially Responsible Party ("PRP") by GEPD on March 23, 1999, by virtue of its lease interest in the Shopping Center where the dry cleaning facility was located. In response, AmSouth argued that it was entitled to the Secured Creditor Exemption under the HSRA. In support of its arguments to GEPD, AmSouth represented to GEPD that: (a) AmSouth acquired the Note and Deed to Secure Debt of the Shopping Center after Briarcliff Station Associates, Ltd. defaulted under its construction loan for the Shopping Center; (b) AmSouth entered into a sublease of the Shopping Center with Scarlett in August 1995 after Briarcliff Station Associates, Ltd. defaulted under the terms of the lease; (c) AmSouth hired Faison to manage the Shopping Center until AmSouth's interest in the Shopping Center was sold in July 1997; (d) AmSouth was the sublessee of Scarlett and took on the indicia of ownership under the sublease for the sole purpose of protecting its security interest by exercising its right to receive rental income from the property; (e) AmSouth's involvement with the Shopping Center was entirely through Faison, which conducted only normal maintenance, management, and marketing activities; and (f) AmSouth's involvement with the dry cleaning business was through Faison and was limited to collection of money under the dry cleaner's rental agreement, repair of the dry cleaner's roof, and execution of a lease with the new owners of the business. Subsequently, AmSouth produced certain documents to demonstrate its lack of direct involvement with the Shopping Center, which included "Faison Monthly Management Reports for Briarcliff Station Shopping Center" and the Management

Agreement with Faison. GEPD entered an Administrative Order against AmSouth on December 6, 1999, requiring AmSouth to take certain actions to address the contamination at the Shopping Center. On February 15, 2000, GEPD extended the time for AmSouth to comply with the terms of the Administrative Order and also requested information necessary to determine the status of AmSouth under the Secured Creditor Exemption of HSRA. On August 10, 2001, GEPD found that AmSouth qualified for the Secured Creditor Exemption based on information provided by Hollene Darby of Faison.

## II. STANDARD

Summary judgment is proper where the record establishes "that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law." Fed.R.Civ.P. 56(c). An issue of fact is "material" if it might affect the outcome of the case under the governing law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). It is 'genuine' if the record taken as a whole could lead a rational trier of fact to find for the non-moving party. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586, 106 S.Ct. 1348, 89 L.Ed.2d 538 (1986).

\*6 In applying this standard, the district court must view the evidence and all factual inferences therefrom in the light most favorable to the party opposing the motion. *Allen v. Tyson Foods, Inc.*, 121 F.3d 642, 646 (11th Cir.1997) (citations omitted). However, the nonmoving party "may not rely merely on allegations or denials in its own pleading; rather, its response must-by affidavits or as otherwise provided in this rule-set out specific facts showing a genuine issue for trial." Fed.R.Civ.P. 56(e). "The mere existence of a scintilla of evidence in support of the [nonmovant's] position will be insufficient; there must be evidence on which the jury could reasonably find for the [nonmovant]." *Anderson*, 477 U.S. at 252.

## III. FAISON'S AND SCARLETT'S MOTIONS FOR SUMMARY JUDGMENT AND SCARLETT'S MOTION FOR LEAVE TO AMEND COMPLAINT

### A. CERCLA and HSRA Claims

Scarlett's principal claims against Faison are for cost recovery under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9607(a), and CERCLA's state counterpart, the Georgia Hazardous Site Response Act ("HSRA"), O.C.G.A. § 12-8-90 et seq. Scarlett also asserts a CERCLA "contribution" claim under 42 U.S.C.

§ 9613(f) and (g). Faison moves the Court for summary judgment on all of these claims. Scarlett opposes Faison's motion and requests that the Court enter summary judgment in its favor.

### 1. Contribution Claim

With respect to the "contribution" claim, Scarlett does not dispute that this claim must be dismissed due to Scarlett's lack of standing to maintain it. *See Cooper Indus., Inc. v. Aviall Servs., Inc.*, 543 U.S. 157, 166-68, 125 S.Ct. 577, 160 L.Ed.2d 548 (2004) (holding that a plaintiff may not maintain a **CERCLA** contribution claim unless there is an ongoing or completed government **CERCLA** action against the plaintiff). Accordingly, without the need for further discussion or analysis, the Court deems the "contribution" claim abandoned and grants Faison summary judgment on this claim. *See Resolution Trust Corp. v. Dunmar Corp.*, 43 F.3d 587, 599 (11th Cir.1995) ("[G]rounds alleged in the complaint but not relied upon in summary judgment are deemed abandoned.") (citations omitted); *Burnett v. Northside Hosp.*, 342 F.Supp.2d 1128, 1140 (N.D.Ga.2004) (plaintiff's failure to address a challenged claim on summary judgment warranted dismissal of that claim); *Bute v. Schuller Int'l. Inc.*, 998 F.Supp. 1473, 1477 (N.D.Ga.1998) ("Because plaintiff has failed to respond to this argument or otherwise address this claim, the Court deems it abandoned."); *Welch v. Delta Air Lines*, 978 F.Supp. 1133, 1137 (N.D.Ga.1997) ("Plaintiff's failure to respond to [d]efendant's argument alone entitles [d]efendant to summary judgment on these claims.").

### 2. Cost Recovery Claims

**CERCLA** and **HSRA** incorporate the same definitions and liability standards. *Canadyne-Georgia Corp. v. NationsBank, N.A. (South)*, 183 F.3d 1269, 1272 n. 3 (11th Cir.1999). An essential element of the claims under **CERCLA** and **HSRA** requires Scarlett to prove that Faison is a "covered person." *Redwing Carriers, Inc. v. Saraland Apartments*, 94 F.3d 1489, 1496-97 (11th Cir.1996). Scarlett also must prove that the property at issue is a "facility," that a release of hazardous substances has occurred, and that Scarlett has incurred response costs consistent with the National Contingency Plan. *Id.* at 1496. These latter elements of the **CERCLA** and **HSRA** claims are not at issue for purposes of the summary judgment motions pending before the Court. Rather, the only dispute is whether Faison is a "covered person."

\*7 Title 42 U.S.C. § 9607(a) sets forth the following categories of "covered persons":

- (1) the owner and operator of a vessel or a facility,
- (2) any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of,
- (3) any person who by contract, agreement, or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by another party or entity and containing such hazardous substances, and
- (4) any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels or sites selected by such person, from which there is a release, or a threatened release which causes the incurrence of response costs, of a hazardous substance[.]

42 U.S.C. § 9607(a). In the instant action, Scarlett asserts that Faison is liable as both an owner of the Shopping Center and an operator of the dry cleaning facility at the time of disposal of hazardous substances at the Shopping Center.

#### a. Owner Liability

Scarlett argues that Faison is liable as an owner of the Shopping Center, although Scarlett did not specifically allege such in its Complaint. Plaintiff has moved the Court for leave to amend its Complaint to emphasize its theory of owner liability, and the parties have briefed the issue of owner liability on summary judgment. Based on the evidence presented by the parties, Scarlett's theory of owner liability is without merit.

Under both **CERCLA** and **HSRA**, the definition of "owner" of contaminated property is any person "owning" such property. 42 U.S.C. § 9601(20)(A)(ii); O.C.G.A. § 12-8-92(7). The term "owner" is to be given its "ordinary meaning [ .]" *Monarch Tile, Inc. v. City of Florence*, 212 F.3d 1219, 1221-22 (11th Cir.2000) (citation omitted). "The question of whether a particular defendant can be deemed an 'owner' under **CERCLA** [and **HSRA**] turns on application of state law...." *Canadyne-Georgia Corp.*, 183 F.3d at 1273 (citation omitted). Thus, if Faison is not an "owner" of the Shopping Center under Georgia law, it is not an "owner" under **CERCLA** or **HSRA**. *See Redwing Carriers*, 94 F.3d at 1497-1505.

Based on the ordinary meaning of "owner," the Court

concludes that Faison is not an “owner” or former “owner” of the Shopping Center. There is no dispute that fee simple ownership of the Shopping Center has been held at all relevant times by the Tuggles. In 1965, the Tuggles leased the Shopping Center to C & A. Scarlett inherited C & A’s property rights under the lease in 1995. The Shopping Center was sublet to Defendant Retail Centers, Ltd., and the sublease was assigned to Defendant Briarcliff Station Associates, Ltd. Briarcliff Station Associates, Ltd. in turn sub-subleased a portion of the Shopping Center to a series of sub-sub-tenants that operated a dry cleaning business that contributed to the contamination. In August 1995, after Briarcliff Station Associates, Ltd. defaulted on the loan given by AmSouth, Scarlett sub-leased the shopping center to AmSouth. The sub-sub-tenants continued operating the dry cleaner business. In September 1995, AmSouth hired Faison as the property manager. On September 1, 1997, AmSouth assigned its sublease to Defendant Briarcliff Center Partners, LLC, at which time Faison’s involvement with the Shopping Center ceased. Based on these undisputed facts, Faison never “owned” the Shopping Center under the “ordinary meaning” of “owner.” *Monarch Tile*, 212 F.3d at 1221-22.

\*8 Scarlett argues that Faison, as the company hired by AmSouth to supervise and manage the operation of the Shopping Center, stood in the shoes of AmSouth and thus is liable as an owner. In support of this argument, Scarlett relies on several federal cases from outside the Eleventh Circuit holding that a lessee may, under some circumstances, be considered a CERCLA “owner.” See *Burlington Northern R.R. Co. v. Woods Indus., Inc.*, 815 F.Supp. 1384, 1391 (E.D.Wash.1993) (holding that lessee is considered “owner” for purposes of § 9607(a)(1) because lessee asserted control over the use of the property); *United States v. A & N Cleaners and Launderers, Inc.*, 788 F.Supp. 1317, 1331-34 (S.D.N.Y.1992) (“The undisputed facts establish that [lessee] exercised a degree of site control over the Property, that, under this definition, confers ownership status upon it for purposes of CERCLA § 107(a).”); *United States v. South Carolina Recycling and Disposal, Inc.*, 653 F.Supp. 984, 1003 (D.S.C.1984) (holding liable as owner under CERCLA a lessee/sublessor who “maintained control over and responsibility for the use of the property and, essentially, stood in the shoes of the property owner”), *aff’d in part, vac’d in part*, *United States v. Monsano Co.*, 858 F.2d 160 (4th Cir.1988). Even if the Court found these cases persuasive, Faison’s activities at the Shopping Center do not subject it to owner liability even under the standard set forth in these cases.

The cases relied on by Scarlett in support of its owner

liability theory inform that a court should look at the degree of site control that a lessee asserted or exercised to determine the lessee’s liability as an owner. *Woods Indus., Inc.*, 815 F.Supp. at 1391; *A & N Cleaners and Launderers, Inc.*, 788 F.Supp. at 1332; *South Carolina Recycling & Disposal, Inc.*, 653 F.Supp. at 1003. Here, Faison, which was not even a lessee, did not have or exercise sufficient control over the Shopping Center to be liable as an owner. Most importantly, although Faison had the authority to solicit, to negotiate, to cause to be prepared, and to execute tenant leases, the Management Agreement between AmSouth and Faison precluded Faison from entering into or renewing any tenant lease or committing AmSouth to a tenant lease without the prior written authorization of AmSouth. (Management Agreement [Doc. No. 163-2] §§ 3.1(d), 4.2) Hence, unlike the facts presented in the cases relied on by Scarlett where owner liability was found, Faison did not have ultimate control over the use of the premises. Rather, AmSouth made the final determination regarding what businesses would be permitted to lease space at the Shopping Center and was, in fact, the party that signed the tenant leases. (See *Shopping Center Lease Between AmSouth Bank of Florida and Atlanta Enterprises, Inc.* [Doc. No. 163-14].) There is no evidence that Faison was ever a party to any lease with the dry cleaning business or any other tenant at the Shopping Center. Similarly, while Faison had authority to negotiate with and enter into contracts with independent contractors, subcontractors, suppliers, and servicing agents on behalf of AmSouth, the terms of the contracts had to be approved by AmSouth. (Management Agreement § 3.1(b)(2).) Further, while Faison was responsible for making or causing to be made all repairs, replacements, renovations, and capital improvements, the Management Agreement required Faison to obtain AmSouth’s prior written authorization to expend any sums or to incur any obligation for the expenditure of sums with respect to any item of expense that was not included in the annual budget or with respect to any instance of maintenance, repair, or alteration of the Shopping Center in an amount exceeding \$2,500.00. (Management Agreement §§ 3.1(h), 4.3.) Moreover, the annual budget itself was subject to AmSouth’s written approval. (Management Agreement § 5.4(a).) Thus, AmSouth retained significant control over the repairs, replacements, renovations, and capital improvements at the Shopping Center. Faison also had responsibility under the Management Agreement to obtain and keep in effect adequate and sufficient policies of insurance for the Shopping Center, but these policies had to be of the types and in the amounts acceptable to AmSouth. (Management Agreement § 3.1(k).) In sum, Faison had many duties related to the operation of the Shopping Center, but AmSouth remained in ultimate control of the Shopping

Center and the manner in which it would be used. In these circumstances, and notwithstanding any representations that AmSouth made to GEPD that may have led GEPD not to deem AmSouth a responsible party for the environmental contamination, the Court does not find that Faison exercised the requisite degree of control over the Shopping Center to be deemed an owner of the Shopping Center. Since Scarlett's owner theory of liability is without legal merit, an amendment to the Complaint to emphasize owner liability would be futile and will not be permitted. See *Foman v. Davis*, 371 U.S. 178, 182, 83 S.Ct. 227, 9 L.Ed.2d 222 (1962) (holding that futility is a valid reason for denying motion to amend); *Brewer-Girogio v. Producers Video, Inc.*, 216 F.3d 1281, 1285 (11th Cir.2000) (same).

### b. Operator Liability

\*9 Scarlett next contends that Faison is a former "operator" of the dry cleaning business and that Faison therefore is a "covered person." CERCLA generally defines an operator as "any person ... operating [a covered] facility." 42 U.S.C. § 9601(20)(A) (ii). The Supreme Court refined the rather circuitous definition of "operator" in *United States v. Bestfoods*, 524 U.S. 51, 118 S.Ct. 1876, 141 L.Ed.2d 43 (1998). According to *Bestfoods*, "under CERCLA, an operator is simply someone who directs the workings of, manages, or conducts the affairs of the facility." *Id.* at 66. "[A]n operator must manage, direct, or conduct operations specifically related to pollution, that is, operations having to do with leakage or disposal of hazardous waste, or decisions about compliance with environmental regulations." *Id.* at 66-67. Following *Bestfoods*, the Eleventh Circuit has held that "operator" status requires that a party be "actually involved in operations involving leakage or disposal of hazardous waste." *Atlanta Gas Light Co. v. UGI Utils., Inc.*, 463 F.3d 1201, 1206 (11th Cir.2006).

Scarlett contends that the *Bestfoods* analysis and its definition of "operator" are limited to the parent-subsidiary or corporate liability context, but this Court disagrees. Although the Supreme Court addressed in *Bestfoods* "whether a parent corporation that actively participated in, and exercised control over, the operations of a subsidiary may, without more, be held liable as an operator of a polluting facility owned or operated by the subsidiary," *id.* at 55, the Supreme Court supplied the definition of "operator" in the context of evaluating the parent corporation's direct liability for the environmental contamination at issue in the case, *id.* at 66. Since *Bestfoods*, numerous courts properly have utilized this definition to determine issues of liability under CERCLA outside of the parent-subsidiary context. See, e.g., *United*

*States v. Township of Brighton*, 153 F.3d 307, 313-16 (6th Cir.1998); *City of Waukegan, Illinois v. National Gypsum Co.*, 560 F.Supp.2d 636, 642-46 (N.D.Ill.2008); *City of Wichita, Kansas v. Trustees of the APCO Oil Corp. Liquidating Trust*, 306 F.Supp.2d 1040, 1054 (D.Kan.2003). Insofar as this Court does not read *Bestfoods* to limit its definition of "operator" to the parent-subsidiary context, the Court holds that the definition of "operator" supplied in *Bestfoods* is controlling and will apply that definition in this case.<sup>3</sup>

The evidence of record discloses a genuine dispute between the parties as to whether Faison acted as "operator" of the dry cleaning business within the meaning supplied by the Supreme Court in *Bestfoods* for the term "operator." In support of its argument that it was not an "operator," Faison relies on the deposition testimony of Patricia Chatham, the president and sole owner of Scarlett, who testified that she had no knowledge of any evidence that Faison managed, directed or conducted any operations at the dry cleaning business, that Faison was involved in handling hazardous materials, or that Faison stored, collected, transported, or disposed of any hazardous materials. Faison also relies on the Declaration of P. Robert Jackson, the Vice President of AmSouth during the relevant time period, who attested that Faison did not manage or control tenant operations at the Shopping Center and had no authority to evict tenants. Significantly, however, Scarlett presents evidence that Faison played at least a minimal role in managing the dry cleaner's operations specifically related to pollution. In this regard, Hollene M. Darby, on behalf of Faison, sent the dry cleaner a certified letter advising the dry cleaner of reporting requirements of the Environmental Protection Agency ("EPA"). In order to document Faison's files and insure governmental compliance, Ms. Darby requested copies of the documentation that the dry cleaner was required to provide to the EPA or an explanation as to why the dry cleaner was exempt from providing such documentation. This correspondence sent by Faison, combined with the other evidence of record indicating that Faison generally was responsible for managing and maintaining the Shopping Center and performing all acts necessary to effect AmSouth's compliance with all laws, rules, ordinances, statutes, and regulations of any governmental authority applicable to the operation of the Shopping Center, is sufficient to create a genuine issue as to whether Faison managed the operations of the dry cleaner specifically related to pollution and whether Faison therefore meets the definition of a former "operator." Based on the presence of this genuine dispute, the Court denies both parties' respective requests for summary judgment.

**B. RCRA Claims**

\*10 Scarlett also asserts claims against Faison under the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901 *et seq.* RCRA “is a comprehensive environmental statute that governs the treatment, storage, and disposal of solid and hazardous waste.” *Meghrig v. KFC Western, Inc.*, 516 U.S. 479, 483, 116 S.Ct. 1251, 134 L.Ed.2d 121 (1996). RCRA allows a private plaintiff to sue two types of defendants: (1) a party “in violation of any [RCRA] permit, standard, regulation, condition, requirement, prohibition or order” and/or (2) a “past or present owner or operator of a treatment, storage, or disposal facility, who has contributed or who is contributing to the past or present handling, storage, treatment, transportation, or disposal of any solid or hazardous waste which may present an imminent and substantial endangerment to health or the environment.” 42 U.S.C. § 6972(a) (1)(A)(B). Scarlett asserts both types of RCRA claims in this litigation.

**1. Statute of Limitations**

Faison maintains that the RCRA claims are time-barred. The Court disagrees. Federal environmental statutes that do not contain their own statute of limitations, such as the RCRA, are subject to the general five-year statute of limitations set forth in 28 U.S.C. § 2462. *E.g., National Parks and Conservation Ass’n, Inc. v. Tennessee Valley Auth.*, 502 F.3d 1316, 1322 (11th Cir.2007) (applying 28 U.S.C. § 2462 to bar claim under Clean Water Act). The five-year limitation period established by 28 U.S.C. § 2462 begins to run on “the date that a violation first occurs.” *Id.* If the violation continues within the limitations period, however, the statute of limitations is tolled for a claim that otherwise would be time-barred. *Id.* (“Under the continuing violations doctrine, the statute of limitations is tolled for a claim that otherwise would be time-barred where the violation giving rise to the claim continues to occur within the limitations period.”).

As Scarlett argues, a number of federal district courts have held that the continued presence of illegally dumped hazardous wastes may constitute a “current violation” of a RCRA regulation or standard, despite the fact that the operator’s conduct occurred in the past. *See Marrero Hernandez v. Esso Standard Oil Co.*, 597 F.Supp.2d 272, 283 (D.P.R.2009) (holding that unremedied, migrating contamination is not a wholly past violation); *Cameron v. Peach County, GA*, No. 5:02-CV-41-1 (CAR), 2004 WL 5520003, at \*26-27 (M.D.Ga. June 28, 2004) (holding that the continued presence of illegal contamination that remains remedial constitutes a continuing violation, even though the acts of unlawful disposal occurred in the past);

*California v. M & P Invs.*, 308 F.Supp.2d 1137, 1146-47 (E.D.Cal.2003) (holding that a continuous violation under RCRA is present where improperly discharged hazardous wastes “continue to exist unremediated” at the contamination site); *Aurora Nat’l Bank v. Tri Star Marketing, Inc.*, 990 F.Supp. 1020, 1025 (N.D.Ill.1998) (“Although subsection (a)(1)(A) does not permit a citizen suit for wholly past violations of the statute, the continued presence of illegally dumped materials generally constitutes a ‘continuing violation’ of the RCRA, which is cognizable under § 6972(a)(1)(A).”) (internal citation omitted); *City of Toledo v. Beazer Materials & Servs., Inc.*, 833 F.Supp. 646, 656 (N.D.Ohio 1993) (holding a valid claim exists against a prior owner under § 6972(a)(1)(A) “as long as no proper disposal procedures are put into effect or as long as the waste has not been cleaned up and the environmental effects remain remediable.”); *Gache v. Town of Harrison*, 813 F.Supp. 1037, 1041-42 (S.D.N.Y.1993) (“[I]mproperly discharged wastes which continue to exist unremediated represent a continuing violation of RCRA.”); *Acme Printing Ink Co. v. Menard, Inc.*, 812 F.Supp. 1498, 1512 (E.D.Wisc.1992) (“RCRA includes in its broad definition of ‘disposal’ the continuous leaking of hazardous substances.... Accordingly, leaking of hazardous substances may constitute a continuous or intermittent violation of RCRA.”); *Fallowfield Dev. Corp. v. Strunk*, No. 89-8644, 1990 WL 52745, at \*10 (E.D.Pa. Apr.23, 1990) (“If a person disposes of hazardous waste on a parcel of property, the hazardous waste remains in that property insidiously infecting the soil and groundwater aquifers. In other words, the violation *continues* until the proper disposal procedures are put into effect or the hazardous waste is cleaned up.”). *But see Connecticut Coastal Fishermen’s Ass’n v. Remington Arms Co., Inc.*, 989 F.2d 1305, 1315 (2d Cir.1993) (holding that lead shot and clay target debris previously deposited into Long Island Sound by trap and skeet shoot club, although decomposing and contaminating wildlife, did not constitute “present violation” of RCRA for purposes of citizen’s suit under 42 U.S.C. § 6972(a)); *Board of County Com’rs of County of La Plata, Colorado v. Brown Group Retail, Inc.*, 598 F.Supp.2d 1185, 1201-02 (D.Colo.2009) (holding that a polluter who no longer owns or operates a pollution site is not subject to suit under § 6972(a)(1)(A)); *Coburn v. Sun Chem. Corp.*, No. 88-0120, 1988 WL 120739, at \*9 (E.D.Pa. Nov.9, 1988) (ongoing violation was not established with respect to a past operator of a facility that lacked permits for storage of hazardous waste). As the Middle District of Georgia recognized in *Cameron*, the Eleventh Circuit has not addressed the issue of whether the continued presence of migrating waste constitutes a continuing violation under the RCRA.2004 WL 5520003, at \*27. In the absence of such Eleventh Circuit authority,

and because the Court agrees with the analysis of the courts in the cases cited above, this Court, like the *Cameron* court, will follow the majority rule.

\*11 In the case at bar, specifically, Scarlett has presented evidence from environmental investigations indicating the continuous expansion and migration of the PCE plume since it was discovered in the early to mid 1990s. These investigations also indicated active ongoing releases of hazardous substances from the operation of the dry cleaning facility during the time period that Faison managed the Shopping Center on behalf of AmSouth. There is no dispute that the PCE contamination has not yet been cleaned up and the environmental damage has not been sufficiently remedied. As such, the Court holds that the contamination of the property from PCE remains an ongoing RCRA violation. The RCRA claims are not time-barred.

## 2. The RCRA § 6972(a)(1)(A) Claim

An actionable claim under RCRA § 6972(a)(1)(A) requires that, at the time litigation is commenced, the defendant be engaged in a “continuous or ongoing violation” of a RCRA permit or other requirement. *Parker v. Scrap Metal Processors, Inc.*, 386 F.3d 993, 1011 n. 20 (11th Cir.2004). Scarlett alleges in this action that when suit was filed in January 2005, all defendants were in violation of RCRA’s open dumping prohibition and RCRA regulations governing the operation of a hazardous waste treatment, storage, and disposal facility. Scarlett further alleges that the violations stem from the continued discharge and presence of materials allegedly disposed of prior to this lawsuit.

### a. Open Dumping

Under the RCRA, “any solid waste management practice or disposal of solid waste which constitute the open dumping of solid waste or hazardous waste is prohibited...” 42 U.S.C. § 6945(a). This prohibition is enforceable “against persons engaged in the act of open dumping.” *Id.*; see also *Cox v. City of Dallas, Texas*, No. 3:98-CV-0291-H, 1999 WL 33756552, at \*12 (N.D.Tex. Aug.4, 1999) (“Section 6945(a), by its terms, only authorizes suits against those persons ‘engaged in the act of open dumping.’”). In the case at bar, the record is devoid of evidence that Faison itself ever “engaged in the act of open dumping.” Accordingly, Faison is entitled to summary judgment on the open dumping claim. See *Cox*, 1999 WL 33756552, at \*12 (holding that City of Dallas was not liable for violating prohibition against open dumping because there was no evidence that the City of

Dallas had engaged in the act of open dumping itself).

### b. Operation of Hazardous Waste Facility

Scarlett’s Section 6972(a)(1)(A) claim is likewise based on the allegation that when this action was commenced, Faison was “operating” a hazardous waste treatment, storage and disposal facility in violation of RCRA regulations. As with the CERCLA and HSRA claims, Faison asserts that it is not liable as an operator under the RCRA. Both parties agree and case law indicates that the definition of operator is the same under RCRA and CERCLA. *LeClercq v. Lockformer Co.*, No. 00 C 7164, 2002 WL 908037, at \*2 (N.D.Ill. May 6, 2002) (“[T]he statutory definition of ‘owner’ and ‘operator’ are the same under RCRA and CERCLA, and the standards for owner and operator liability under the two statutes are identical.”) (citing *Taglewood East Homeowners v. Charles-Thomas, Inc.*, 849 F.2d 1568, 1574 (5th Cir.1988)). Accordingly, the Court’s prior analysis regarding whether Faison is liable as an operator applies equally to the RCRA claims. For the reasons set forth *supra*, the Court finds that there is a genuine dispute of fact as to Faison’s liability as an operator.

\*12 Further, even though Faison’s involvement with the Shopping Center ended on or about September 1, 1997, as discussed previously above, many courts have concluded that the failure of a past owner or operator to remedy past contamination and to comply with regulations in connection with past contamination can constitute a continuous violation under § 6972(a)(1)(A), particularly when the contamination is shown to be migrating. See *Marrero Hernandez*, 597 F.Supp.2d at 283; *Cameron*, 2004 WL 5520003, at \*26-27; *M & P Investments*, 308 F.Supp.2d at 1146-48; *Aurora Nat’l Bank, Inc.*, 990 F.Supp. at 1025; *Gache*, 819 F.Supp. at 1041; *Beazer Materials & Servs., Inc.*, 833 F.Supp. at 656; *Acme Printing Ink Co.*, 812 F.Supp. at 1512; *Fallowfield Dev. Corp.*, 1990 WL 52745, at \*10 (E.D.Pa. Apr.23, 1990). As stated *supra*, Scarlett, has presented evidence in this case from environmental investigations indicating the continuous expansion and migration of the PCE plume since it was discovered in the early to mid 1990s. These investigations also indicated active ongoing releases of hazardous substances from the operation of the dry cleaning facility during the time period that Faison managed the Shopping Center on behalf of AmSouth. There is no dispute that the PCE contamination has not yet been cleaned up and the environmental damage has not been sufficiently remedied.

In sum, then, the genuine dispute of fact as to whether Faison is liable as an operator precludes entry of summary



judgment in favor of either Scarlett or Faison on this claim under § 6972(a)(1)(A), notwithstanding the fact that Faison ceased its involvement at the Shopping Center on or about September 1, 1997.

### 3. The RCRA § 6972(a)(1)(B) Claim

Scarlett also sues under RCRA § 6972(a)(1)(B), which allows a citizen suit against a “past or present owner or operator of a treatment, storage, or disposal facility, who has contributed or who is contributing to the past or present handling, storage, treatment, transportation, or disposal of any solid or hazardous waste which may present an imminent and substantial endangerment to health or the environment.” 42 U.S.C. § 6972(a)(1)(B). For this claim to survive Faison’s request for summary judgment, there must be evidence that Faison was an “operator” of the dry cleaning business and that Faison’s conduct “contributed to” handling, storage, treatment, transportation, or disposal of PCE. *Id.*

Faison first argues, as it has previously, that it never “operated” the dry cleaning business. For the reasons discussed *supra*, the Court finds a genuine dispute regarding whether Faison was an “operator” of the dry cleaning business.

However, based on the great weight of authority interpreting this statutory provision, the Court agrees with Faison that there is no evidence that Faison has contributed to or is contributing to the past or present handling, storage, treatment, transportation, or disposal of PCE. The Eleventh Circuit has not yet had an occasion to address the precise circumstances in which an owner or operator meets the requirement of having contributed to or contributing to the handling, storage, treatment, transportation, or disposal of any solid or hazardous waste. However, the Seventh Circuit recently addressed this exact issue in *Sycamore Industrial Park Associates v. Ericsson, Inc.*, 546 F.3d 847 (7th Cir.2008) and held as follows:

\*13 A plain read’ of the “has contributed or is contributing” language of § 6972(a)(1)(B) compels us to find that RCRA requires active involvement in handling or storage of materials for liability. The ordinary meaning of “contribute” is “to act as a determining factor.” *Webster’s II New College Dictionary* (2005). By definition, the phrase has contributed or is contributing requires affirmative action. The vast majority of courts that have considered this issue read RCRA to require affirmative action rather than merely passive conduct....

*Id.* at 854 (citations omitted). In *ABB Industrial Systems, Inc. v. Prime Technology, Inc.*, 120 F.3d 351 (2d Cir.1997), the Second Circuit likewise indicated that affirmative action is necessary to meet the “has contributed or is contributing” requirement, as it affirmed the entry of summary judgment in favor of two defendants who the plaintiff could not show spilled hazardous chemicals or otherwise contaminated the site. *Id.* at 359. Several other federal courts that have considered the issue have ruled in line with the Second and Seventh Circuits and required more than passive conduct. *See, e.g., Interfaith Cmty. Org. v. Honeywell Int’l*, 263 F.Supp.2d 796, 844-46 (D.N.J.2003); *Delaney v. Town of Carmel*, 55 F.Supp.2d 237, 255-57 (S.D.N.Y.1999); *Marriott Corp. v. Simkins Indus., Inc.*, 929 F.Supp. 396, 398 n. 2 (S.D.Fla.1996). *But see Cox v. City of Dallas, Texas*, 256 F.3d 281, 296 (5th Cir.2001) (holding that City’s lax oversight of its contractors and their disposal of City waste was evidence of the City’s “contributing to” liability). Several district courts specifically have required that a plaintiff establish a causal link between the contamination and the activities of the defendant. *See Aurora Nat’l Bank*, 990 F.Supp. at 1030; *California DTSC v. Interstate Non-Ferrous Corp.*, 298 F.Supp.2d 930, 979 (E.D.Cal.2003) (holding that a plaintiff seeking to establish a § 6972(a)(1)(B) violation “must show a causal connection between [defendant’s] actions and the current on-site contamination ...”); *In re Voluntary Purchasing Groups, Inc.*, Nos. 3:94-CV-2477-H, 3:96-CV-1927-H, 3:96-CV-1929-H, 3:96-CV-2985-H, 3:96-CV-2993-H, 3:96-CV-3057-H, 3:96-CV-2092-H, 3:96-CV-3093-H, 3:96-CV3094-H, 2002 WL 31431652, at \* (N.D.Tex. Oct. 22, 2002) (“[T]he Court holds that the Plaintiffs must establish some level of causation between the Defendant and the contamination to prevail in a ‘contributing to’ cause of action under RCRA.”).

While the Court has previously found evidence supporting the inference that Faison played a minimal role in managing the dry cleaner’s operations specifically related to pollution such that Faison’s liability as an operator cannot be determined on summary judgment, the evidence relied on by Scarlett far from shows that Faison acted as a determining factor over either the handling, storage, treatment, transportation, or disposal of PCE. The uncontroverted evidence establishes that Faison never handled, stored, treated, transported, or disposed of any PCE. Rather, Faison only inquired with the dry cleaning business regarding its compliance with reporting requirements. Scarlett has failed in its summary judgment papers to point to significantly probative evidence causally linking any of Faison’s acts to the pollution in this case. Therefore, Faison is entitled to summary judgment on the § 6972(a)(1)(B) claim.



### C. State Law Claims

\*14 Scarlett also seeks redress for contamination of the Shopping Center site based on trespass and other common law theories, including breach of contract, nuisance, negligence, and negligence *per se*. Scarlett further seeks damage under state law for indemnity and/or contribution.

#### I. Statute of Limitations

Georgia's four-year statute of limitations governs common law claims involving damage to real property. *Parker v. Scrap Metal Processors, Inc.*, 386 F.3d 993, 1016 (11th Cir.2004) (citing O.C.G.A. § 9-3-30). This statute of limitations applies to all common law property damage claims, except breach of written contract, for which the statute of limitations is six years. *Gropper v. STO Corp.*, 250 Ga.App. 820, 822-23, 552 S.E.2d 118 (2001). Because the alleged property damage at issue in this case involves environmental contamination, Georgia's four-year limitations period is subject to the accrual rule, or the Federal Discovery Rule, set forth in 42 U.S.C. § 9658(a)(1). *Briggs & Stratton Corp. v. Concrete Sales & Servs.*, 29 F.Supp.2d 1372, 1376-81 (M.D.Ga.1998). Thereunder, the four-year period on the common law claims began to run when Scarlett "knew (or reasonably could have known) that the personal injury or property damages ... were caused or contributed to by the hazardous substance or pollutant or contaminant concerned." 42 U.S.C. § 9658(b)(4). If, however, the commencement date is later under state law than it is under federal law, the state law standard applies. *O'Connor v. Boeing North American, Inc.*, 311 F.3d 1139, 1146-47 (9th Cir.2002).

The Georgia Supreme Court has long recognized continuing tort liability for property damage in nuisance and trespass cases. *See, e.g., City of Columbus v. Myszka*, 246 Ga. 571, 272 S.E.2d 302 (1980); *Shaheen v. G & G Corp.*, 230 Ga. 646, 198 S.E.2d 853 (1973). Based on this state law precedent, the Eleventh Circuit stated as follows in *Tucker v. Southern Wood Piedmont Company*, 28 F.3d 1089 (11th Cir.1994):

Under Georgia law, a cause of action for a tort that is continuing in nature—for example, the frequent runoff of contaminated water across land, or (as in the present case) the underground leakage of hazardous waste onto adjoining property—accrues at the time of continuance.

*Id.* at 1091 (citing *Myska*, 246 Ga. at 571). Similarly, in

*Hoffman v. Atlanta Gas Light*, 206 Ga.App. 727, 426 S.E.2d 387 (1992), the Georgia Court of Appeals addressed whether the migration or spreading of contamination constitutes a continuing nuisance and found as follows:

[S]uit may be maintained for damages growing out of a nuisance of the character indicated, where the damages ... were inflicted within four years before the time of filing suit, though the act which originally caused the nuisance was not done within the period of limitation of the action.... The nuisance in this case is the continuing contamination, not the old leaks. The damage was not complete upon the completion of the creation of the leaks, so appellants are not limited to a cause of action filed within the period of limitations following creation of the leaks or the repairing of the leaks. The damages growing out of the nuisance are the continuing hurt, inconvenience, or damage caused by the hydrocarbon contamination, for which O.C.G.A. § 41-1-1 gives a cause of action, and which were not assuaged by Plantation's sale of the pipeline to another.

\*15 206 Ga.App. at 730, 426 S.E.2d 387 (internal citations and marks omitted). The *Hoffman* court went on to hold that a defendant was "not insulated from responsibility for the maintenance of a continuing nuisance merely by the fact that it did not create the contamination and had no 'causal' relation to the contamination as it was first created," because the maintenance of a nuisance is continuance of the nuisance. *Id.* at 731, 426 S.E.2d 387.

Under the continuing tort doctrine in Georgia, Scarlett's claims accrue with each new instance of the migration of the contamination. Accordingly, the state statute of limitations is not earlier than the federal commencement date, and the Federal Discovery Rule does not apply to Scarlett's state law tort claims. *See O'Connor*, 311 F.3d 1146-47. Thus, Scarlett's claims for nuisance and trespass are not barred by the statute of limitations, as Scarlett has presented evidence of a continuing tort.

Scarlett's claims for breach of contract, negligence, and negligence *per se* are time barred. With respect to these claims, the statute of limitations began to run when Scarlett notified the GEPD of the PCE in 1994, pursuant to the accrual rule in 42 U.S.C. § 9658(a)(1).

Consequently, the four-year statute of limitations for Scarlett's negligence and negligence per se claims ran in 1998. Further, the six-year statute of limitations for Scarlett's breach of contract claim ran, at the latest, in 2003, six years after the contract between Faison and Scarlett expired. Therefore, when Scarlett filed this action on January 19, 2005, the statute of limitations on its common law claims for negligence, negligence per se, and breach of contract had expired, and Faison is entitled to summary judgment on these counts.

## 2. Nuisance and Trespass Claims

Faison argues that it is entitled to summary judgment on Scarlett's nuisance and trespass claims because Scarlett cannot establish or even point to a genuine issue of material fact as to whether Faison is liable for nuisance or trespass. The essential element of nuisance is control over the cause of the harm. *See, e.g., Fielder v. Rice Constr. Co.*, 239 Ga.App. 362, 366, 522 S.E.2d 13 (1999). "The tortfeasor must be either the cause or a concurrent cause of the creation, continuance, or maintenance of the nuisance." *Id.* (citations omitted). "While ownership of property generally may give rise to a nuisance when property is used to cause harm to others, such ownership is not an essential element of the cause of action for nuisance." *Id.* at 365, 522 S.E.2d 13. "Rather, the exercise of dominion or control over the property causing the harm is sufficient to establish nuisance liability." *City of Columbus v. Barngrover*, 250 Ga.App. 589, 592, 552 S.E.2d 536 (2001). A property owner may maintain an action sounding in both nuisance and trespass for the contamination of his property by a foreign substance. *Hoffman*, 206 Ga.App. at 727, 426 S.E.2d 387; *Ledbetter Bros., Inc. v. Holcomb*, 108 Ga.App. 282, 132 S.E.2d 805 (1963).

\*16 In the instant case, questions of fact remain regarding Faison's oversight and management of the operations of the dry cleaning business specifically related to pollution. Further, questions of fact remain regarding Faison's liability for maintaining the nuisance. Based on the evidence of record, a reasonable jury might find Faison liable for nuisance and/or trespass. Accordingly, these claims are not appropriate for resolution at the summary judgment stage.

## 3. Scarlett's Standing to Maintain the Nuisance and Trespass Claims

Faison finally asserts that Scarlett lacks standing to maintain the nuisance and trespass claims because Scarlett does not own or occupy the Property. The Court

disagrees. Georgia law requires that actionable nuisance and trespass claims require that the plaintiff own or occupy the subject property. *E.g., Parker*, 386 F.3d at 1017 (quoting *Briggs*, 29 F.Supp.2d at 1377). In this case, the Court finds that, under state law, Scarlett is the *de facto* owner of the Property by virtue of its interest in the property through an estate for years.

Scarlett holds an estate for years in the Property by virtue of its long-term master leasehold interest in the Property. O.C.G.A. §§ 44-6-100, 44-6-101, 44-6-102; *e.g., Jekyll Dev. Assocs., L.P. v. Glynn County Bd. of Tax Assessors*, 240 Ga.App. 273, 523 S.E.2d 370 (1999). An estate for years carries with it the right to use property in as absolute manner as may be done with a greater estate. O.C.G.A. § 44-6-103; *Jekyll Dev. Assocs.*, 240 Ga.App. at 274, 523 S.E.2d 370. An estate for years passes as realty and may be bought and sold as any other estate, subject to the terms and conditions of the lease. O.C.G.A. §§ 44-6-100, 44-6-102, 44-7-1; *e.g., Paces Partnership v. Grant*, 212 Ga.App. 621, 442 S.E.2d 826 (1994). "[I]t is the policy of the law to treat the tenant of any estate for years as the owner, during the life of such estate." *Evans Theatre Corp. v. De Give Inv. Co.*, 79 Ga.App. 62, 66, 52 S.E.2d 655 (1949). Accordingly, under its lease with the Tuggles and pursuant to Georgia law, Scarlett is the *de facto* owner of the Property. As such, assuming Scarlett is successful at establishing liability, Scarlett is entitled to damages on its claims for nuisance and trespass as the *de facto* owner.

## IV. TUGGLES' MOTION FOR SUMMARY JUDGMENT

Third Party-Defendants Roy S. Tuggle and Virginia E. Tuggle move for summary judgment on the contribution claims that Faison has asserted against them under various statutes. For the reasons that follow, the Court concludes that the Tuggles' Motion for Summary Judgment is due to be granted in part and denied in part.

### A. Contribution Claims Under 42 U.S.C. § 9607 and O.C.G.A. § 12-8-96

The Tuggles first move for summary judgment on the contribution claims asserted under 42 U.S.C. § 9607 ("CERCLA § 107") and § 12-8-96 of HSRA. Faison clarifies in its response, however, that it does not assert a contribution claim under CERCLA § 107 and that it likely is no longer in a position to maintain a contribution claim against the Tuggles under O.C.G.A. § 12-8-96. To the extent that Faison's pleadings could be construed to assert a contribution claim under CERCLA § 107 and because Faison does not appear to oppose the entry of

summary judgment on the contribution claim under O.C.G.A. § 12-8-96, the Court grants the Tuggles summary judgment on these claims.

**B. Contribution Claims Under 42 U.S.C. § 9613(f) and O.C.G.A. § 23-2-71**

\*17 The Tuggles next contend that they are entitled to summary judgment on Faison's contribution claims under 42 U.S.C. § 9613(f) ("CERCLA § 113(f)") and O.C.G.A. § 23-2-71 because the undisputed facts demonstrate that the Tuggles' proportionate share of liability can only be zero. Faison opposes the entry of summary judgment on these particular contribution claims.

Section 107(a) of CERCLA imposes liability upon four types of PRPs, including "the owner ... of a vessel or a facility." *United States v. Atlantic Research*, 551 U.S. 128, 135 n. 2, 238 S.Ct. 2331, 168 L.Ed.2d 28 (2007). Under CERCLA § 113(f), "[a]ny person may seek contribution from any other person who is liable or potentially liable" under the liability provisions of CERCLA § 107(a). 42 U.S.C. § 9613(f); see also *Concrete Sales and Servs., Inc. v. Blue Bird Body Co.*, 211 F.3d 1333, 1336 (11th Cir.2000) ("Section 113(f) authorizes any person to seek contribution from any other person who is or may be liable under § 107(a) of CERCLA"). A PRP's right to contribution "is contingent upon an inequitable distribution of common liability among liable parties." *Atlantic Research*, 551 U.S. at 139. "[T]he court may allocate response costs among liable parties using such equitable factors as the court determines are appropriate." 42 U.S.C. § 9613(f)(1).

Faison also seeks contribution under O.C.G.A. § 23-2-71, which provides: "In cases of joint, joint and several, or several liability of two or more persons, where all are equally bound to bear the common burden and one has paid more than his share, he shall be entitled to contribution from the others ..." CERCLA liability is "joint and several." *Mathis v. Velsicol Chem. Corp.*, 786 F.Supp. 971, 976 (N.D.Ga.1991).

The Tuggles do not dispute that they are the owners of the Property. Nor do the Tuggles dispute the fact that releases occurred during their period ownership. The Tuggles nonetheless urge dismissal of the contribution claims on the ground that their equitable share of liability for the contamination is zero because Scarlett is the *de facto* owner of the Property. Alternatively, the Tuggles seek dismissal on the ground that they have been contractually indemnified by Scarlett.

As the admitted owners of the Property both now and when the disposals occurred, there is no question that the

Tuggles are strictly liable for the contamination. 42 U.S.C. § 9607(a). *Atlantic Research*, 551 U.S. at 136 (quoting *United States v. Alcan Aluminum Corp.*, 315 F.3d 179, 184 (2d Cir.2003)); *Briggs & Stratton Corp. v. Concrete Sales & Servs.*, 20 F.Supp.2d 1356, 1366 (M.D.Ga.1998) (citing *United States v. R.W. Meyer, Inc.*, 889 F.2d 1497, 1507 (6th Cir.1989) and *United States v. Monsanto Co.*, 858 F.2d 160, 168 (4th Cir.1988)). The Court is aware of no case offering liability protection to "absentee" owners, like the Tuggles, even when the "absentee" owners had no direct involvement in causing contamination. To the contrary, CERCLA does not sanction "willful or negligent blindness on the part of absentee owners." *Monsanto*, 858 F.2d at 169; see also *Metropolitan Water Reclamation District of Greater Chicago v. North American Galvanizing & Coatings, Inc.*, 473 F.3d 824, 829 (7th Cir.2007) ("an absentee landowner may be liable under § 107(a) for the full cost of remedying a hazardous site....").

\*18 Further, although CERCLA permits private parties to contractually allocate their liability to each other, the statute provides that a contractual indemnity shall not relieve an owner of contaminated property of its CERCLA liability to third parties. 42 U.S.C. § 9607(e)(1) ("no indemnification, ... shall be effective to transfer from the owner ... to any other person the liability imposed under this section."). As Judge Posner wrote for the Seventh Circuit, "We agree with every other appellate court that has been called on to interpret [CERCLA § 9607(e)] that it does not outlaw indemnification agreements, but merely precludes efforts to divest a responsible party of his liability." *Harley-Davidson, Inc. v. Ministar, Inc.*, 41 F.3d 341, 342-43 (7th Cir.1994).

Based on the foregoing authorities, if Faison ultimately is found liable for violations of CERCLA and HSRA, Faison would be entitled to contribution from the Tuggles, notwithstanding the fact that Faison can also seek an equitable contribution from Scarlett. In allocating response costs among liable parties, the Court will take into consideration that Scarlett is the *de facto* owner of the Property, that the Tuggles have not actively contributed in any way to the contamination, and that Scarlett has indemnified the Tuggles. However, even these factors do not reduce the Tuggles' proportionate share of liability to zero, as they are still the admitted legal owners of the Property, have been the legal owners of the Property throughout the entire period of contamination, and have received monthly lease payments on the Property for decades, which were generated by operations known for causing environmental harm. Accordingly, the Court denies the Tuggles summary judgment with respect to the contribution claims asserted under 42 U.S.C. § 9613(f) and O.C.G.A. § 23-2-71, and the Court will allocate

response costs, as necessary, following a determination of Faison's liability under CERCLA and HSRA.

**C. Contribution Claim Under O.C.G.A. § 51-12-32**

The Tuggles finally seek summary judgment on Faison's contribution claim under O.C.G.A. § 51-12-32. This statute provides for "contribution among several trespassers just as if the action had been brought against them jointly" and "[i]f judgment is entered jointly against several trespassers and is paid off by one of them, the others shall be liable to him for contribution." O.C.G.A. § 51-12-32(a), (b). In this case, the Tuggles are not trespassers; rather, the Tuggles are fee simple owners of the Property. It is well-settled that "no man can trespass upon his own property." *Gilreath v. State*, 96 Ga. 303, 22 S.E. 907 (1895). Because Faison's claim for contribution under O.C.G.A. § 51-12-32 fails on its face, the Tuggles

are entitled to summary judgment on this claim as well.

**V. CONCLUSION**

For the reasons set forth above, the Court **GRANTS in part** and **DENIES in part** Defendant Faison & Associate, LLC's Motion for Summary Judgment [Doc. No. 151], **DENIES** Plaintiff's Motion for Leave to Amend Complaint [Doc. No. 160], **GRANTS in part**, **DENIES in part**, and **DENIES AS MOOT in part** Third-Party Defendants' Combined Motion for Summary Judgment [Doc. No. 161], and **DENIES** Plaintiff's Cross-Motion for Partial Summary Judgment [Doc. No. 164].

**\*19 SO ORDERED.**

**Footnotes**

- 1 The claim against Third-Party Defendant Patricia Chatham has been resolved and dismissed. Accordingly, the portion of the summary judgment motion addressing the claims asserted against Patricia Chatham is moot.
- 2 Defendant Faison & Associates, LLC objects to this statement of fact on the ground that the evidence cited by Scarlett in support of the statement, the Affidavit of Charles H. MacPherson, Jr., is inadmissible due to the lack of personal knowledge of Mr. MacPherson. Indeed, in response to several statements set forth in Scarlett's Statement of Additional Material Facts, Faison contends that both the expert report and affidavit of Mr. MacPherson are inadmissible due to lack of personal knowledge. However, this Court previously has held that personal knowledge may arise from a review and understanding of documents related to the case. See *Hallmark Developers, Inc. v. Fulton County*, No. 1:02-cv-01862-ODE, 2007 WL 2819519, at \*1, 9-10 (N.D.Ga. Sept. 27, 2004). Because Mr. MacPherson's statements and opinions are based on his review of the environmental investigation reports and his extensive knowledge in this area, the Court finds that Mr. MacPherson's report and affidavit are based on his personal knowledge and that the report and affidavit are therefore admissible.
- 3 The Court agrees with Faison that the "operator" test set forth in *Bestfoods* supplants the "operator" test that the Eleventh Circuit previously set forth in *Redwing Carriers*, as the *Redwing Carriers* test, unlike the *Bestfoods* test, did not require that the alleged operator have engaged in activities specifically related to pollution. See *Redwing Carriers*, 94 F.3d at 1504-05.

End of Document

© 2012 Thomson Reuters. No claim to original U.S. Government Works.

WOLFF & SAMSON PC

One Boland Drive  
West Orange, NJ 07052  
(973) 325-1500

Attorneys for Defendants Michael Palin, the  
Estate of Caryl Palin, Palin Enterprises, E&P  
Enterprises Co., Elite Industrial Park, Inc.

GHC IN LIQUIDATION, DILORENZO  
PROPERTIES COMPANY, L.P., THE  
ESTATE OF SAL GOLDMAN, YORK  
ASSOCIATES, INC., AND SOUTHERN  
ASSOCIATES, INC.

Plaintiffs,

vs.

MICHAEL PALIN, THE ESTATE OF  
CARYL PALIN, PALIN ENTERPRISES,  
E&P ENTERPRISES CO., ELITE  
INDUSTRIAL PARK, INC., ABC  
CORPORATIONS 1 THROUGH 10 AND  
XYZ CORPORATIONS 1 THROUGH 10,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY  
DOCKET NO.: HUD-L-006067-11

Civil Action

**RESPONSES OF DEFENDANTS  
MICHAEL PALIN, THE ESTATE  
OF CARYL PALIN, PALIN  
ENTERPRISES, E&P ENTERPRISES  
CO. AND ELITE INDUSTRIAL PARK,  
INC. TO PLAINTIFFS'  
INTERROGATORIES**

**To:** David P. Steinberger, Esq.  
Cole, Schotz, Meisel, Forman & Leonard, P.A.  
25 Main Street  
Hackensack, NJ 07602-0800  
*Attorneys for Plaintiffs*

**PLEASE TAKE NOTICE** that defendants Michael Palin, The Estate of Caryl Palin, Palin Enterprises, E&P Enterprises Co. and Elite Industrial Park, Inc. (collectively, the "Defendants"), hereby responds to the Interrogatories of plaintiffs GHC In Liquidation, DiLorenzo Properties Company, L.P., the Estate of Sal Goldman, York Associates, Inc., and

Southern Associates, Inc. (collectively the "Plaintiffs") in accordance with the New Jersey Civil Practice Rules and the General and Specific Objections which follow.

WOLFF & SAMSON PC  
Attorneys for Defendants, Michael Palin, The  
Estate of Caryl Palin, Palin Enterprises, E&P  
Enterprises Co. and Elite Industrial Park, Inc.

By:   
DIANA L. BUONGIORNO

Dated: June 4, 2012

## GENERAL RESPONSES AND OBJECTIONS

1. Defendants object to Plaintiffs' interrogatories to the extent that they require the identification, inspection or production of documents not in Defendants' possession, custody or control, documents that are in the public domain or documents that are already in Plaintiffs' possession, custody or control.

2. Defendants object to Plaintiffs' interrogatories to the extent that they are overly broad, unduly burdensome, vague and/or ambiguous, and/or seek identification, inspection or production of documents not material and necessary for the prosecution or defense of these actions or reasonably calculated to lead to the discovery of admissible evidence.

3. Defendants object to any interrogatory pertaining to any information referring or relating to any person or entity other than Defendants, on the basis that such interrogatory is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

4. Defendants submit this response and makes identification, inspection or production of documents herewith without conceding the relevance, materiality and/or admissibility of any document or the subject matter of any document produced, without prejudice to the right to object to the relevance, materiality and/or admissibility of any document or the subject matter of any document produced, and without prejudice to the right to object to further discovery.

5. Defendants object to Plaintiffs' interrogatories to the extent that they seek information (a) prepared for or in anticipation of litigation, (b) constituting attorney-client material, (c) constituting attorney-work product, or (d) that are otherwise protected from disclosure on the basis of any privilege or immunity. The production of any privileged information shall not be deemed to be a waiver of any applicable privilege, immunity or objection with respect to such information or any other information produced by Defendants, and any such information or document shall be returned upon demand.

6. Defendants object to Plaintiffs' interrogatories to the extent that they purport to impose upon Defendants obligations or responsibilities different from or in addition to those set forth in the New Jersey Rules of Court.

7. Defendants object to Plaintiffs' interrogatories to the extent that they do not indicate time parameters.

8. Defendants object to Plaintiffs' interrogatories to the extent that they seek information regarding lost, discarded or destroyed documents. By definition, Defendants cannot ascertain whether any documents which may have referred or related to any of its responses have been lost, discarded or destroyed.

9. Defendants object to Plaintiffs' interrogatories to the extent that they seek trade secrets or other confidential information.

10. All General Responses and Objections apply to each specific interrogatory without reiteration therein. A specific objection to an interrogatory that expressly incorporates the substance of a general objection is not, is not intended to be, and shall not be deemed a waiver of the applicability of any general objection to any other interrogatory.

11. Defendants reserve the right to supplement, modify or amend these General Responses and Objections, and the Specific Responses and Objections set forth herein, as well as the document production, in accordance with the provisions of the New Jersey Rules of Court.

### **SPECIFIC RESPONSES AND OBJECTIONS**

1. Identify the person or persons answering these interrogatories and all persons who assisted in the preparation of the answers to these interrogatories.

**RESPONSE:** Defendants object to this interrogatory as it is vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks constitutes attorney work product, and/or is otherwise privileged or relates to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, the Defendants respond that these answers to interrogatories were prepared by Gary Adelman and Michael Palin with the assistance of counsel.

2. Have You read each and every answer and question herein?

**RESPONSE:** Defendants object to this interrogatory as it is vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks constitutes attorney work product, and/or is otherwise privileged or relates to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, each question and its corresponding answer have been read and understood with the assistance of counsel.



3. Are you aware that Your answers are given under oath?

**RESPONSE:** Defendants object to this interrogatory as it is vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks constitutes attorney work product, and/or is otherwise privileged or relates to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, the answers to these interrogatories are certified in accordance with the New Jersey Rules of Court.

4. Identify each and every person You claim has knowledge of the facts of this case, and set forth a brief summary of the facts claimed by You to be known by each such person.

**RESPONSE:** Defendants object to this interrogatory as it is vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks constitutes attorney work product, and/or is otherwise privileged or relates to trial preparation and/or trial strategy. Moreover, since many of the persons with relevant knowledge are contained within the business records and documents of the parties, pursuant to R. 4:17-4(d) “the burden of deriving or ascertaining the answer is substantially the same for the party serving the interrogatory as for the party served.” Subject to and without waiver of the foregoing objections and the General Responses and Objections, other than Michael Palin and Gary Adelman, all persons employed by the Defendants during the relevant period are believed to be deceased.

5. Identify each and every person who worked for You in any capacity during the time You were Sub-Landlord at the Property, and as to each such person, state:

- a. Their full name and current address; and
- b. Their job title and area of expertise and responsibility.

**RESPONSE**: See response to Interrogatory No. 4 above.

6. Identify each and every witness You intend to call at trial, and as to each, indicate the area of knowledge, and state what You propose to prove by their testimony or the facts to which they shall testify.

**RESPONSE**: See response to Interrogatory No. 4 above.

7. Identify any and all proposed expert witnesses whom You expect to call at trial, and as to each state:

- a. Field of expertise, education, and training (annex a resume of qualifications( including a list of any materials published, including title, publisher and date of publication;
- b. The subject matter on which the expert is expected to testify;
- c. The substance of the facts and opinion to which the expert is expected to testify;
- d. Summary of the grounds for each opinion including, without limitation, all facts or data admissible in evidence relied upon by the expert in forming his or her opinion and all facts and data not admissible into evidence but relied upon by the expert in forming his or her opinion.
- e. State the substance of all materials examined by the expert; and
- f. Set forth completely the substance of all oral reports and state to whom, when and where the oral reports were given.

**RESPONSE**: Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial

preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have not yet retained an expert witnesses. All expert discovery will be conducted in accordance with the Case Management Order or as directed by the Court. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

8. Set forth the title, author, publisher, and date of publication of any textbook, paper, or authority upon which You or Your expert witness intend to rely or offer into evidence to substantiate any opinions, and conclusions, or to rely upon in Your examination or cross examination of any experts.

**RESPONSE:** See response to Interrogatory No. 7 above.

9. State the name and address of all experts who have been retained by You in anticipation of litigation or preparation for trial who are not expected to be called as a witness at trial, and as to each:

- a. State the date retained by You;
- b. State the field of expertise;
- c. State the substance of all materials examined by him;
- d. The nature and content of all facts submitted to him in preparation or formation of an opinion;
- e. Attach true and exact copies of the entire report or reports rendered by him;
- f. Attach true and exact copies of all drafts of reports rendered by him; and
- g. Set forth completely the substance of all oral reports.

**RESPONSE:** See response to Interrogatory No. 7 above.

10. State whether any admissions or declarations against interest were made at any time by the parties to this suit, or their respective representatives, to You or to anyone else of which You have knowledge. With respect to each such admission or statement, state:

- a. The name, address, title and position of the person making such admission;
- b. Name, address, title and position of the person to whom such admission was made;
- c. The date, time and place of such admission;
- d. The identity of all persons who were present when such admission was made;
- e. Whether the admission or statement was written or oral; and
- f. The exact words stated if oral or, if written, identify and attach the document.

**RESPONSE:** Defendants object to this interrogatory as overbroad and unduly burdensome. Defendants further object to this interrogatory as the term “statement” is undefined. Subject to these objections, the General Responses and Objections and pursuant to R. 4:17-4(d) Defendants refer Plaintiffs to any and all pleadings, certifications/affidavits filed in this litigation, responses to discovery demands and any pleadings, certifications/affidavits, disclosures or discovery by Plaintiff DiLorenzo Properties Company, L.P. in the matter of NJDEP v. Occidental Chemical Corporation, et al., ESX-L-9868-05 in the Superior Court of New Jersey, Essex County, Law Division. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

11. Set forth whether You have obtained any statements, whether written or oral, from any person, business entity, their agents, servants, representatives or employees relevant to the subject matter of this litigation, and if so, with respect to each such statement:

- a. Identify the person or persons who gave the statement
- b. Set forth the date that the statement was obtained;
- c. The date, time and place of the statement;

- d. The identity of all persons who were present when such statement was made;
- e. Whether the admission or statement was written or oral; and
- f. The exact words stated if oral or, if written, identify and attach the document.

**RESPONSE:** Defendants object to this interrogatory as overbroad and unduly burdensome. Defendants further object to this interrogatory as the term “statement” is undefined. Subject to these objections, the General Responses and Objections and pursuant to R. 4:17-4(d) Defendants refer Plaintiffs to any and all pleadings, certifications/affidavits filed in this litigation, responses to discovery demands and any pleadings, certifications/affidavits, disclosures or discovery by Plaintiff DiLorenzo Properties Company, L.P. in the matter of NJDEP v. Occidental Chemical Corporation, et al., ESX-L-9868-05 in the Superior Court of New Jersey, Essex County, Law Division. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

12. Do You allege that any of the documents that in any way touch upon, discuss or pertain to any matters relating to this litigation are privileged?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have not withheld from production in discovery any document on the basis of privilege to date. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

13. If the answer to the previous interrogatory is in the affirmative, as to each document that is privileged state:

- a. The type of document (e.g., letter);
- b. Its date
- c. Its author(s)
- d. Its recipient(s)
- e. The present address where it is kept, if known, and if not known, the last address known and information as to its disposition, and the name and address of the person who has possession or control;
- f. A general description of its contents; and
- g. The reason for withholding it, including the basis for any claim of privilege, work product, or any other ground for non-disclosure.

**RESPONSE:** See response to Interrogatory No. 12 above.

14. Have You or anyone acting on Your behalf either destroyed or disposed of any documents that in any way touch upon, discuss or pertain to any matters relating to this litigation?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have not destroyed or disposed of any documents relating to the subject matter of this litigation other than those that may have been disposed of in accordance with the applicable seven

year document retention policy utilized by the Defendants prior to the commencement of any litigation herein.

15. If the answer to the previous interrogatory is in the affirmative, as to each document destroyed or disposed of:

- a. Identify each document;
- b. State when it was destroyed or disposed of, and
- c. Identify the person who authorized or ordered the destruction.

**RESPONSE:** See response to Interrogatory 14 above.

16. Describe any and all communications between You and all persons (other than Your counsel) regarding any matters relating to or concerning this litigation. In describing each such communication:

- a. identify the persons involved in the communication and all witnesses thereto;
- b. state the date, time and place of the communication;
- c. set forth, in chronological sequence, the actions, statement, utterances and course of conduct of each such person together with anything else that transpired; and
- d. identify and attach to Your response all documents concerning the foregoing.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have not had any communications with anyone, other than counsel, concerning the subject matter

of this litigation. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

17. State whether You (including Your agents or representatives) or any other person identified as having knowledge of facts relevant to this case has been adjudged guilty of a crime which is an indictable offense. If Your answer is in the affirmative, identify the person convicted, the court (including State and County venue) in which the person was convicted, the indictment number, the date of the conviction, whether the conviction was a result of a trial or a plea bargain, and the nature of the crime committed, including a reference to the pertinent state statute. Identify and attach hereto documents relating to the crime, including, but not limited to, the indictment handed down against the person.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, no.

18. Have You exchanged any documents with any persons, other than Your Counsel, regarding any matters that relate or pertain to this litigation?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged



or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, in addition to the documents produced in the course of discovery during this litigation, Defendant Michael Palin appeared for a deposition in the matter of *NJDEP v. Occidental Chemical Corporation* on Monday, May 9, 2011 at which time various documents were marked as exhibits and discussed with counsel for DiLorenzo Properties Company, L.P. including, but not limited to an insurance policy, certificate of insurance, lease and assignment of lease. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

19. If the answer to the previous interrogatory is in the affirmative, for each document exchanged:

- a. Identify whether You sent or received the document;
- b. Identify the person to whom it was sent to and/or received from; and
- c. Annex a copy hereto

**RESPONSE:** See response to Interrogatory No. 18 above.

20. Describe in detail the corporate and operating history of Elite, including:

- a. When and how was Elite established;
- b. The type of entity Elite is or was (e.g., partnership, corporation, etc.)
- c. Identify Elite's officers, members, directors, partners, shareholders and/or employees;
- d. Whether Michael Palin held any positions within Elite;
- e. Whether Caryl Palin or the Estate of Caryl Palin (or any of its executors) held any positions with Elite;
- f. Whether Elite is currently operating;
- g. If Elite is not currently operating, describe in detail how the business was terminated and how and where and to whom its business assets were distributed;
- h. State whether Elite has been dissolved, and, if so, the date of dissolution;

- i. Identify all affiliates of Elite (e.g., parents, subsidiaries, owners, etc.);
- j. How was Elite capitalized when it was formed; Identify the percentage of the ownership interest for each of Elite's owners, shareholders, members or partners;
- k. Identify all lawyers or accountants involved with the formation of Elite;
- l. Identify all lawyers or accountants involved with the formation of Elite;
- m. State whether Elite filed individual tax returns or consolidated tax returns with other entities. If consolidated returns were filed, identify the other entities in the consolidated tax return;
- n. Identify all banks and lenders used by Elite;
- o. Describe Elite's document retention policy; and
- p. Describe or identify where Elite's documents are stored.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Defendants further object to this Interrogatory on the grounds that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants refer Plaintiffs to the documents produced herewith. Elite Industrial Park, Inc. was a New Jersey Corporation, which dissolved in 1976. Shares of the company's stock were held by Benjamin Okin (2/3) and by Michael Palin (1/3). Following the death of Mr. Okin, E&P Enterprises Co. purchased the stock of Elite Industrial Park, Inc. on or about February 25, 1971. Any and all records related to Elite Industrial Park, Inc. are maintained at 235 Park Avenue South, New York, New York. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

21. Describe in detail the corporate and operating history of E&P, including:
- a. When and how was E&P established;
  - b. The type of entity E&P is or was (e.g., partnership, corporation, etc.);
  - c. Identify E&P's officers, members, directors, partners or shareholders;
  - d. Whether Michael Palin held any positions within E&P;
  - e. Whether Caryl Palin or the Estate of Caryl Palin (or any of its trustees or executors) held any positions with E&P;
  - f. Whether E&P is currently operating;
  - g. If E&P is not currently operating, describe in detail how the business was terminated and how and where its business assets were distributed;
  - h. State whether E&P has been dissolved, and, if so, the date of dissolution;
  - i. Identify all affiliates of E&P (e.g., parents, subsidiaries, owners, etc.); How was Elite capitalized when it was formed;
  - j. Identify the percentage of the ownership interest for each of E&P's owners, shareholders, members, or partners;
  - k. Identify all lawyers or accountants involved with the formation of E&P;
  - l. State whether E&P filed individual tax returns or consolidated tax returns with other entities. IF consolidated returns were filed, identify the other entities in the consolidated tax return;
  - m. Identify all banks and lenders used by E&P;
  - n. Describe E&P's document retention policy; and
  - o. Describe or identify where E&P's documents are stored.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Defendants further object to this Interrogatory on the grounds that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants refer Plaintiffs to the documents produced herewith. E&P Enterprises Co. was formed on or about November 16, 1970 as a partnership between Michael Palin and his father-in-law, Jack Entratter. On or about February 25, 1971, E&P Enterprises Co.

purchased the stock of Elite Industrial Park, Inc. following the death of Benjamin Okin. An Amended Business Certificate was filed on September 2, 1971 to add additional partners. A second Amended Business Certificate was filed on April 10, 1973 to remove Jack Entratter as a partner following his death. E& P Enterprises Co. changed its name to Palin Enterprises on or about August 27, 1987. A copy of the Amended Business Certificate relative to the name change was previously provided in discovery. Neither Caryl Palin, her estate, nor any of its executors held any positions with E&P Enterprises Co. Upon information and belief, the entity filed a consolidated tax return and maintained offices at 969 Third Avenue, New York, New York. Any and all records that may exist related to E&P Enterprises Co. are maintained at 235 Park Avenue South, New York, New York. The document retention policy is seven years. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

22. Describe in detail the corporate and operating history of Palin Enterprises, including:

- a. When and how was Palin Enterprises established;
- b. The type of entity Palin Enterprises is or was (e.g., partnership, corporation, etc.)
- c. Identify Palin Enterprises' officers, members, directors, partners or shareholders;
- d. Whether Michael Palin held any positions within Palin Enterprises;
- e. Whether Caryl Palin or the Estate of Caryl Palin (or any of its executors) held any positions with Palin Enterprises;
- f. Whether Palin Enterprises is currently operating;
- g. If Palin Enterprises is not currently operating, describe in detail how the business was terminated and how and where its business assets were distributed;
- h. State whether Palin Enterprises has been dissolved, and, if so, the date of dissolution;
- i. Identify all affiliates of Palin Enterprises (e.g., parents, subsidiaries, owners, etc.);

- j. Identify the percentage of the ownership interest for each of Palin Enterprises' owners, shareholders, members or partners;
- k. Identify all lawyers or accountants involved with the formation of Palin Enterprises;
- l. State whether Palin Enterprises filed individual tax returns or consolidated tax returns with other entities. If consolidated returns were filed, identify the other entities in the consolidated tax return;
- m. Identify all banks and lenders used by Palin Enterprises;
- n. Describe Palin Enterprises' document retention policy; and
- o. Describe or identify where Palin Enterprises' documents are stored.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Defendants further object to this Interrogatory on the grounds that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants refer Plaintiffs to the documents produced herewith. E&P Enterprises Co. changed its name to Palin Enterprises on or about August 27, 1987. A copy of the Amended Business Certificate was previously provided in discovery. Neither Caryl Palin, her estate, nor any of its executors held any positions with Palin Enterprises. The entity files a consolidated tax return and currently maintains offices at 235 Park Avenue South, New York, New York. Any and all records related to Palin Enterprises are maintained at this location. The document retention policy is seven years. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

23. Describe in detail the corporate and operating history of Palin Enterprises 2,

L.P., including:

- a. When and how was Palin Enterprises 2, L.P. established;
- b. The type of entity Palin Enterprises 2, L.P. is or was (e.g., partnership, corporation, etc.)
- c. Identify Palin Enterprises 2, L.P.'s officers, members, directors, partners, or shareholders;
- d. Whether Michael Palin held any positions within Palin Enterprises 2, L.P.;
- e. Whether Caryl Palin or the Estate of Caryl Palin (or any of its executors) held any positions with Palin Enterprises 2, L.P.;
- f. Whether Palin Enterprises 2, L.P. is currently operating;
- g. If Palin Enterprises 2, L.P. is not currently operating, describe in detail how the business was terminated and how and where its business assets were distributed;
- h. State whether Palin Enterprises 2, L.P. has been dissolved, and, if so, the date of dissolution;
- i. Identify all affiliates of Palin Enterprises 2, L.P. (e.g., parents, subsidiaries, owners, etc.); Identify the percentage of the ownership interest for each of Palin Enterprises 2 L.P.'s owners, shareholders, members or partners;
- j. Identify all lawyers or accountants involved with the formation of Palin Enterprises 2, L.P.;
- k. State whether Palin Enterprises 2, L.P. filed individual tax returns or consolidated tax returns with other entities. If consolidated returns were filed, identify the other entities in the consolidated tax return;
- l. Identify all banks and lenders used by Palin Enterprises 2, L.P.;
- m. Describe Palin Enterprises 2, L.P.'s document retention policy; and
- n. Describe or identify where Palin Enterprises 2, L.P.'s documents are stored.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Defendants further object to this Interrogatory on the grounds that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Palin Enterprises 2, L.P., is not a party to this litigation and has no relationship to the

Property. Palin Enterprises 2, L.P. was formed as a partnership in December, 1997. Michael Palin is a partner in Palin Enterprises 2, L.P. Neither Caryl Palin, her estate, nor any of its executors held any positions with Palin Enterprises 2, L.P. The entity files a consolidated tax return and maintains offices at 235 Park Avenue South, New York, New York. Any and all records related to Palin Enterprises 2, L.P. are maintained at this location. The document retention policy is seven years. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

24. Did You provide any guarantees for the Lease?

- a. Did any other person or entity, including any Sub-Tenants, provide any guarantees for the Lease obligations?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, neither Defendants nor any Sub-Tenant provided any guarantee for the lease. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

25. Describe in detail the nature of the transfer or assignment of the Leasehold

Interest in the Property from Elite to E&P, including:

- a. Why the transfer or assignment of the Leasehold Interest was made;
- b. The terms of the transfer or assignment of the Leasehold Interest;
- c. The consideration paid for the transfer or assignment of the Leasehold Interest;
- d. A list of all assets or liabilities transferred from Elite to E&P or from E&P to Elite.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, upon knowledge and information Elite Industrial Park, Inc. transferred its stock to E&P Enterprises Co. following the death of its majority shareholder, Benjamin Okin, in or about February 1971. Thereafter, the leasehold was assigned from Elite to E&P Enterprises Co. as the sole asset of the company on or about December 17, 1974. No records exist indicating the consideration paid, if any, for the transaction. Elite Industrial Park, Inc. was later dissolved in 1976. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

26. Describe in detail the sale or assignment of the Leasehold Interest in the

Property from E&P to Airlite Aluminum Corp., including:



- a. Why the sale or assignment of the leasehold interest was made;
- b. The terms of the sale or assignment of the leasehold interest;
- c. The consideration paid by Airlite Aluminum Corp. for the sale or assignment of the leasehold interest;
- d. A list of all assets or liabilities transferred from E&P Airlite Aluminum Corp.
- e. State what E&P did with the cash or other considerations received from Airlite Aluminum Corp. for the sale or assignment of the leasehold interest in the Property.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, upon knowledge and information E&P Enterprises Co. entered into an Assignment of Lease with Airlite Aluminum Corp., dated February 15, 1982, with the consent and assumption of York Associates, Inc. as landlord. The leasehold was transferred or assigned from E&P Enterprises Co. to Airlite Aluminum as the sole asset. No records exist indicating the consideration paid for the transaction other than the Assignment of Lease which indicates "consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand." Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

27. Describe in detail the nature of Michael Palin's current and past operations at the Property.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Michael Palin does not currently, nor at any point in the past, conduct operations at the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

28. Describe in detail the nature of Elite's current and past operations at the Property.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Elite never conducted any operations at the Property. Rather, it held a leasehold interest in the Property of York Associates, Inc. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

29. Describe in detail the nature of E&P's current and past operations at the Property.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, E&P Enterprises Co. never conducted any operations at the Property. Rather, it held a leasehold interest in the Property of York Associates, Inc. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

30. Describe in detail the nature of The Estate of Caryl Palin's current and past operations at the Property.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, The Estate of Caryl Palin never conducted any operations at the Property. Nor did the Estate or Caryl Palin, during her lifetime maintain or hold any interest directly, or indirectly, in any leasehold affecting the Property owned by York Associates, Inc. Defendants reserve their right to

amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

31. Describe in detail the nature of Palin Enterprises' current and past operations at the Property.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Palin Enterprises never conducted any operations at the Property. Nor did Palin Enterprises maintain or hold any interest directly, or indirectly, in any leasehold affecting the Property owned by York Associates, Inc. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

32. Describe in detail the nature of Palin Enterprises 2, L.P.'s current and past operations at the Property.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the

foregoing objections and the General Responses and Objections, Palin Enterprises 2, L.P. never conducted any operations at the Property. Nor did Palin Enterprises 2, L.P. maintain or hold any interest directly, or indirectly, in any leasehold affecting the Property owned by York Associates, Inc. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

33. Describe in detail Michael Palin's current and past ownership, leasehold, or other interest in the Property, directly or through other entities.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Michael Palin never conducted any operations at the Property. Nor did Michael Palin, maintain or hold any interest individually in any leasehold affecting the Property owned by York Associates, Inc. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

34. Describe in detail Elite's current and past ownership, leasehold, or other interest in the Property, directly or through other entities.

**RESPONSE:** See response to Interrogatory Nos. 20 and 28 above.

35. Describe in detail E&P's current and past ownership, leasehold, or other interest in the Property, directly or through other entities.

**RESPONSE:** See response to Interrogatory Nos. 21 and 29 above.

36. Describe in detail The Estate of Caryl Palin's current and past ownership, leasehold, or other interest in the Property, directly or through other entities.

**RESPONSE:** See response to Interrogatory No. 30 above.

37. Describe in detail Palin Enterprises' current and past ownership, leasehold, or other interest in the Property, directly or through other entities.

**RESPONSE:** See response to Interrogatory No. 31 above.

38. Describe in detail Palin Enterprises 2, L.P.'s current and past ownership, leasehold, or other interest in the Property, directly or through other entities.

**RESPONSE:** See response to Interrogatory No. 32 above.

39. What are the Estate of Caryl Palin's current assets?

- a. Have any distributions of assets been made by the Estate of Caryl Palin?
- b. Has the Estate of Caryl Palin set aside any reserve funds to cover environmental liabilities, including but not limited to environmental liabilities at or associated with the Property?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged

or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants respond that the Estate of Caryl Palin has no association to, interest in or liability for environmental conditions at the Property. Conceivably, the only reason the Estate of Caryl Palin was named as a party in this litigation is because of an unclear deposition transcript from the May 9, 2011 deposition of Michael Palin in the matter of NJDEP v. Occidental Chemical Corporation, et al. On page 11, line 19 through page 12, line 10, Michael Palin provided the following testimony:

- Q. What was your association with E&P Enterprises?  
A. Partner.  
Q. Are you the P in E&P Enterprise?  
A. Yes.  
Q. Who was the E?  
A. I think it was my wife's maiden name.  
Q. Were there other partners in the partnership?  
A. No.  
Q. You and your wife?  
A. Yes.  
Q. What was your wife's name?  
A. She is passed away.  
Q. Sorry to hear that. What was her name?  
A. Caryl.

While the "E" in E&P Enterprises Co. does stand for Caryl Palin maiden name, Entratter, it was her father Jack Entratter, and not Caryl Palin, that was a partner in E&P Enterprises Co. As set forth in the documents provided herewith, Jack Entratter withdrew as a partner of the partnership through his executor following his death on March 11, 1971. Such withdrawal became effective as of November 17, 1971. E&P Enterprises Co. later changed its name to Palin Enterprises on August 27, 1987.

40. Did You oversee or monitor the operations of the Sub-Tenants at the Property to ensure their compliance with environmental laws and compliance with the lease between Elite

and the landlord of the Property. If so, describe in detail the procedures used, including, without limitation, frequency of any inspections, documentation of such inspections and methods used to correct any noncompliance that may have been noted.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Elite Industrial Park, Inc. did not conduct any operations or maintain an office at the Property. Rather, it acted as a “passive landlord” and leased the Property as a Sub landlord to various tenants that conducted operations at the Property with the consent of the owner and Landlord, York Associates, Inc. Upon knowledge and information, all subtenants were required to comply with applicable environmental laws, to the extent they existed at the time, and comply with applicable lease terms. Each subtenant was also required to maintain adequate insurance and name Elite Industrial Park, Inc. as an additional insured under the policies. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

41. Did you hire any management or leasing companies to perform any services associated with the Property?



- a. Identify those third-party management companies.
- b. Did You require those third-party management companies to obtain insurance? Produce any documents, including Insurance Policies, related to the hiring of and services conducted by the management or leasing companies.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants did not hire any management or leasing companies to perform any services associated with the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

42. Identify each Sub-Tenant and:

- a. Describe the time/period each Sub-Tenant operated at the Property, and identify the location at the Property at which each Sub-Tenant operated.
- b. Identify whether the Sub-Tenant was a corporation, partnership, limited liability company or some other type of organization.
- c. Who were the principals for each Sub-Tenant?
- d. Were any Sub-Tenants related to or affiliates of Elite?
- e. Were any Sub-Tenants related to or affiliates of E&P?
- f. Were any Sub-Tenants related to or affiliates of Palin Enterprises?
- g. Were any Sub-Tenants related to or affiliates of Palin Enterprises 2, L.P.?
- h. Provide copies of all documents containing any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged

or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants were not related to or affiliated with any of the subtenants at the property from 1959 through 1980. E&P Enterprises Company assigned the Lease Agreement entered into on November 12, 1959 between York Associates, Inc. and Elite Industrial Park, Inc., to Airlite Aluminum Corp., a New York Corporation, by Assignment of Lease dated February 15, 1980. A diligent search of any and all records did not reveal a copy of any sublease agreement between Elite Industrial Park, Inc. or E&P Enterprises Company and Airlite Aluminum, Inc. Therefore, the term of said lease cannot be determined. However, upon knowledge and information at some point prior to Airlite Aluminum, Inc.'s occupancy of the property, the property was occupied by Mandee Shops as a distribution warehouse for women's fashions. No documents could be located that would validate the existence or indicate the terms of any sublease agreement with Mandee Shops. No other subtenants are known at this time. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

43. Describe in detail the nature of the activities or operations conducted by each Sub-Tenant between 1959 and 1980. For each Sub-Tenant, provide the following information:

- a. The time period that each Sub-Tenant conducted activities or operations at the Property;
- b. The authority pursuant to which that Sub-Tenant conducted those activities or operations (for example, pursuant to a lease, etc.);
- c. The nature of the activities or operations that were conducted at the property by the Sub-Tenant;
- d. Specifically identify every Hazardous Substance used, or stored by each Sub-Tenant at, in, or on the Property, including dates and quantities;

- e. Describe in detail all instances in which Hazardous Substances were Discharged, Released, or spilled by each Sub-Tenant at the Property, including dates and quantities; and
- f. Provide copies of all documents which contain any information responsive to this interrogatory.

**RESPONSE:** See response to Interrogatory No. 42 above.

44. Did Michael Palin or Caryl Palin ever visit the Property? If yes:

- a. How frequently?
- b. For what purposes?
- c. Did Michael Palin or Caryl Palin prepare any reports of such visits? If yes, provide copies of such reports and any other documents responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, upon knowledge and information, Caryl Palin never visited the Property for any reason. Michael Palin would visit the Property on an as needed basis when the subtenant requested in-person meetings to discuss matters related to the leasehold. Defendants do not have a specific recollection of what issues were discussed during these meetings at the Property nor were any reports prepared or maintained as a result of these visits. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

45. Did any of Your employees or agents visit the Property? If yes:

- a. How frequently?
- b. For what purposes?
- c. Did they report, orally or in writing, the findings of such visits to You?
- d. Provide copies of all such reports and any other documents, which contain any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Charles Barbella, Sr., now deceased, was employed as a maintenance manager by Elite Industrial Park, Inc. and/or E&P Enterprises Company. Upon information and belief, Mr. Barbella would have visited the Property on an as needed basis to conduct minor repairs and maintenance. No reports were created or maintained with regard to any such visits to the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

46. Identify any and all insurers and Insurance Policies that provided insurance coverage to You, or any Sub-Tenant during any time between 1959 and 1980 relating to the Property, including for each insurer or Insurance Policy:

- a. The identity of the insured, including additional insureds or additional named insureds;
- b. The name of the insurance company;
- c. The location of the insurance company.
- d. The policy number.

- e. The type of coverage.
- f. The extent/limits of liability of the Insurance Policy;
- g. All conditions and restrictions;
- h. The dates of coverage;
- i. Whether notice of this lawsuit has been given;
- j. The insurer's response to such notice; and
- k. The amount of each premium.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have undertaken a diligent inquiry into the possibility of available insurance coverage for this Property, including any insurance that may be available to cover Plaintiffs' alleged environmental investigation and remediation costs. However, to date, no primary or secondary evidence of any insurance policies have been located. And thus, no claims information is available. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

47. Provide copies of any Insurance Policies identified in the previous interrogatory as well as any other documents that contain information responsive to the previous interrogatories.

**RESPONSE:** See response to Interrogatory No. 46 above.

48. Did You maintain “blanket” insurance policies (i.e., an Insurance Policy providing coverage for multiple properties under one policy)?

- a. If yes, who were the brokers involved with such policies?
- b. Who was the insurer for such “blanket” policies?
- c. Did You search all possible records for information about any such “blanket” policies?
- d. Did You search Your records for other properties which may have been covered under any “blanket” policies?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad, unlimited in time and/or scope and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, while blanket insurance policies may have been procured by the Defendants at some point in time, it is unclear as to whether any such policies cover the Property. No primary or secondary evidence of such policies were located as a result of Defendants’ diligent investigation. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

49. Identify all insurance brokers or agents You worked with or who worked with any Sub-Tenant between 1959 and 1980, and as to each such person, state:

- a. Their full name, employer and past and current address;
- b. Provide copies of all documents, which contain any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, upon knowledge and information, Defendants may have utilized the brokerage services of Philip Reichers & Company as an insurance broker during the period from 1959 to 1980. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

50. Identify any person who may have purchased any Insurance Policies covering the Property between 1959 and 1980.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, upon knowledge and information, Irving Olanoff, deceased, may have facilitated the purchased insurance policies by Elite Industrial Park, Inc. and/or E&P Enterprises Company prior to 1978. From 1978 to 1980, Gary Adelman may have facilitated the purchase of insurance policies. Defendants have no information as to who may have purchased, or facilitated

the purchase of, insurance coverage for York Associates, Inc., Airlite Aluminum, Inc. or any other subtenants that may have occupied the property from 1959 to 1980.

Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

51. Did You or any Sub-Tenant make any claims against any Insurance Policy with respect to any liabilities or losses associated with the Property?

- a. If yes, describe in detail the nature and date of such claim, the Insurance Policy and insurer involved in such claim, and provide copies or all documents relating to such claim.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants are without knowledge and information concerning any claims made against any insurance policy with respect to any liability or losses associated with the Property by Defendants or any Subtenant. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

52. Were Your Sub-Tenants required to maintain their own Insurance Policies?

- a. If yes, what types of Insurance Policies?



- b. Were York Associates, Inc., Southern Associates, Inc., and/or Goldex Holdings required to be added to Sub-Tenant's Insurance Policies as additional insureds or additional named insureds?
- c. Did You ever have copies of the Sub-Tenant's Insurance Policies or other insurance-related information?
  - i. If yes, where are those policies now?
  - ii. What efforts did You undertake to identify and obtain those Insurance Policies?
  - iii. Provide copies of all such policies and any other documents, which contain information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, upon knowledge and information any and all subtenants were required to procure and maintain all applicable insurance including, but not limited to, worker's compensation, general commercial liability, premises liability, and fire. Defendants have no knowledge of whether York Associates, Inc., Southern Associates, Inc., and/or Goldex Holdings were required to be named as additional insureds or additional named insureds. Based on the diligent investigation conducted by the Defendants, no copies of the subtenants policies were located. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

53. Describe the efforts you undertook to search for and identify insurance policies and documents relating to the Property, including:

- a. Did You contact your prior insurance brokers or advisors?
- b. Did You contact your prior insurers?
- c. Did You contact any Sub-Tenants?
- d. Did you review all cancelled checks or invoices for evidence of payments to either brokers or insurers?
- e. Did You review the corporate or partnership minutes or other business records of Elite, E&P, Palin Enterprises or Palin Enterprises 2, L.P.?
- f. Did you review all Elite, E&P, Palin Enterprises or Palin Enterprises 2, L.P. correspondence for evidence identifying insurance brokers, insurance advisors or Insurance Policies?
- g. Provide copies of all documents, which contain information responsive to this interrogatory.

54. **RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants conducted a diligent review of all files still in existence for Elite Industrial Park, Inc. and E&P Enterprises Company at the offices of Palin Enterprises in New York, New York. In addition, Defendants contacted Atlas Brokerage. Defendants did not contact prior insurers or subtenants. No information related to possible insurance policies was identified by review of cancelled checks, invoices, corporate or partnership minutes or other business records of Defendants. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

55. Identify all persons who might have information identifying insurance brokers or Insurance Policies?

- a. Did You contact any of those individuals in response to these interrogatories or the Initial Requests for Production of Documents?
- b. Provide copies of all documents, which contain information responsive to this interrogatory.

**RESPONSE:** See response to Interrogatory No. 54 above.

56. Did You retain or otherwise use the services of any risk management consultants or advisors at any time between 1959 and 1980 to aid in obtaining insurance coverage for the Property?

- a. If yes, who were those consultants or advisors?
- b. Did You contact those consultants and advisors seeking insurance information in response to these interrogatories or the Initial Request for Production of Documents?
- c. Provide copies of all documents, which contain information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants did not retain the services of any risk management consultants or advisors at any time between 1959 and 1980 to aid in obtaining insurance coverage for the Property. Defendants

reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

57. Describe in detail any tests, sampling, monitoring and remediation which You have conducted at, in the vicinity of, or with respect to, the Property. In responding to this interrogatory, specifically set forth, without limitation, the following information:

- a. The date of each such activity;
- b. The person(s) involved;
- c. The location(s) of each such activity;
- d. The purpose, nature and methodology of the test, sampling, monitoring or remediation;
- e. The results, including, without limitation, all analytical results; and
- f. Provide copies of all documents which contain any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants did not conduct any tests, sampling, monitoring or remediation at the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

58. Describe in detail all written, oral and face-to-face communications between You and the New Jersey Department of Environmental Protection or other state, federal, or local agency with respect to the Property, including the substance of each such communication,

the date of each such communication and the persons involved, and provide copies of all documents which contain any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have not communicated with the New Jersey Department of Environmental Protection or any other federal, state or local agency concerning the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

59. Describe in detail any remedial or cleanup related activities conducted at the Property, including the date(s) on which each activity was performed, the reason the activity was performed, the person(s) who performed the activity, and the results of the activity, and provide copies of all documents which contain any information responsive to this interrogatory.

**RESPONSE:** See response to Interrogatory No. 57 above.

60. Identify every soil or water survey, subsurface investigation, hydrogeologic study or water quality sampling or test or analysis, and every site assessment concerning the Property conducted by You and concerning the Property, including, without limitation, the

name and address of the person who performed such tests, the date of each test, the results of each test, and attach hereto copies of all documents relating to each such test.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have no knowledge or information concerning any soil or water survey, subsurface investigation, hydrogeologic study or water quality sampling or test or analysis, or site assessment conducted in connection with the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

61. Identify each above ground and underground storage tank and appurtenant piping at the property of which You have knowledge at any time, past or present, including in Your answer, without limitation, the following information with respect to each tank:

- a. Size, by physical dimension and gallonage, of the tank;
- b. Composition of the tank (i.e., fiberglass, steel, etc.);
- c. Date of installation
- d. General location at the Property;
- e. Manufacturer of the tank;
- f. Describe in detail all uses made of the tank;
- g. Describe in detail all materials stored in the tank;
- h. Describe in detail all tests made of each tank and associated piping, including the date of each test, the kind of test performed, and the results of the test;

- i. Describe in detail all instances in which leaks or other discharges were detected from the tank or associated piping, including a description of the material that leaked or was discharged and the volume of each material that leaked or was discharged;
- j. Describe in detail all actions which You took upon learning of or discovering any leak or discharge; and
- k. Provide copies of all documents that contain any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have no knowledge or information concerning any aboveground or underground storage tanks located at the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

62. During the time Elite and/or E&P were Sub-Landlord at the Property, were there any written or oral complaints about discharges or release of Hazardous Substances or wastes at, on or from the Property by any person? If so, state whether these complaints were investigated by township, county, state or governmental agencies.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged

or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have no knowledge or information concerning any written or oral complaints about discharges or release of Hazardous Substances or wastes at, on or from the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

63. If the answer to the preceding interrogatory is in the affirmative:
- a. Identify the source of the complaint and to which agency it was reported;
  - b. Describe in detail the nature of the complaint;
  - c. Describe in detail Your involvement in the investigation of the complaint;
  - d. Attach hereto clear copies of all correspondence concerning the above; e. State whether You or any Sub-Tenants were ever cited for a violation of any regulation or law as a result of any such complaint? If so, describe in full the circumstances surrounding the violation and attach hereto clear copies of all correspondence concerning such violation.

**RESPONSE:** See response to Interrogatory No. 62 above.

64. Did You obtain or maintain any governmental permits for the Property or the operations conducted at the Property? Provide copies of all documents that contain information responsive to this interrogatory including such permits.

- a. Did any Sub-Tenants obtain or maintain any governmental permits for the Property or the operations conducted at the Property? Provide copies of all documents that contain information responsive to this interrogatory including such permits.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the



information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants did obtain or maintain any governmental permits for the Property or the operations conducted at the Property. Further, Defendants have no knowledge or information concerning any governmental permits for the Property or the operations conducted at the Property that may have been obtained by the landlord or subtenants. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

65. Identify the chemicals that (a) You and/or (b) Your Sub-Tenants handled or used at the Property? For You and each Sub-Tenant set forth the following:

- a. What were the annual and total quantities of each chemicals used at the Property?
- b. How were chemicals delivered to the Property?
- c. Who was in charge of off loading such material?
- d. Were there any chemical spills at the Property?
- e. If yes, were such spills reported to any governmental agency?
- f. How were waste chemicals disposed of?
- g. Were drums of chemicals stored on-site?
- h. Were there any inspections of the Property by governmental agencies at the Property?
- i. If yes, by which agencies?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation,

relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants did not handle or use any hazardous substances or chemicals at the Property. Further, Defendants have no knowledge or information concerning any hazardous substances or chemicals handled or used by the landlord or subtenants at the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

66. How was the Property heated (i.e., gas or oil heat)?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have no recollection or information as to how the Property was heated. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

67. Describe in detail all actions taken by You on each occasion when You became aware of a discharge or release of Hazardous Substances at, in, about or from the Property, and provide copies of all documents which contain any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have no specific knowledge or information related to any discharges or release of Hazardous Substances at, in about or from the Property which would have necessitated any action to be taken by Defendants under the relevant lease agreements or otherwise. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

68. Identify and describe in detail each sewer, waste line, drain, trench, cesspool, dry well, storage or holding tank, drum storage area, each tank or other unit or facility for the conveyance, storage or disposal of liquid waste (including storm water or waste water) of which You have knowledge located at the Property (including any building on the Property) at any time, and provide copies of all documents which contain any information responsive to this interrogatory.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the

foregoing objections and the General Responses and Objections, Defendants have no knowledge or information related to any sewer, waste line, drain, trench, cesspool, dry well, storage or holding tank, drum storage area, each tank or other unit or facility for the conveyance, storage or disposal of liquid waste (including storm water or waste water) that may have existed or presently exists at the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

69. Identify each and every person who participated in the installation of the above-mentioned systems and attach hereto all copies of contracts and work permits for such construction.

**RESPONSE:** See response to Interrogatory No. 68 above.

70. If the answer to the preceding interrogatory is in the affirmative:

- a. Identify all contractors, if any, hired to construct them;
- b. Were any septic tanks or leach fields ever abandoned;
- c. If so, state who abandoned them, when they were abandoned, and why they were abandoned;
- d. State whether they ever failed to drain or had poor drainage.

**RESPONSE:** See response to Interrogatory No. 68 above.

71. List and describe all notices of violation, complaints, administrative orders, penalty assessments, directives or summonses issued by any federal, state or local governmental entity to You or Your Sub-Tenants under any federal, state or local statutes or regulations with respect to the Property, including:

- a. Date issued;
- b. Section of each law, statute or regulation allegedly violated;
- c. Description of the alleged violation;
- d. How the alleged violation was resolved; and
- e. Provide copies of all documents which contain any information responsive to this interrogatory, including, but not limited to, copies of all such notices of violation, complaints, administrative orders, penalty assessments, directives or summonses.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Defendants have no knowledge or information related to any notices of violation, complaints, administrative orders, penalty assessments, directives or summonses issued by any federal, state or local governmental entity to Defendants or any subtenants under any federal, state or local statutes or regulations with respect to the Property. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

72. Did You ever take out a mortgage on the leasehold interest?
- a. If yes, who were the lenders/
  - b. Did those lenders require You to maintain insurance/
  - c. Did the lenders require You to provide them with evidence of such insurance?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the

information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, neither Elite Industrial Park, Inc. nor E&P Enterprises Company ever took out a mortgage on the leasehold interest. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

73. Identify the accountants, tax attorneys or other financial advisors for the following:

- a. E&P;
- b. Elite;
- c. Palin Enterprises;
- d. Palin Enterprises 2, L.P.;
- e. The Estate of Caryn Palin; and
- f. Michael Palin?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, M.S. Scheiber Company was the accountant for Elite Industrial Park, Inc., E&P Enterprises Company and Palin Enterprises until the death of Mr. Sheiber. At that time, the records were transferred to Alan J. Hoffman, CPA at Shanholt Glassman Hoffman Klein & Co. and later to Janover, LLC where Mr. Hoffman is currently a partner. Palin Enterprises 2,

L.P., the Estate of Caryl Palin and Michael Palin individually have no relationship to the property, and thus those Defendants object to this Interrogatory on the grounds that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

74. What is the contact information and office address for Mr. Gary Salt.

a. For what purposes did you retain Gary Salt?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Gary Salt was retained by Palin Enterprises as a Risk Management Consultant in or about 1992. Mr. Salt is the President of Risk Management Consulting Associates, 560 Sylvan Ave, Englewood Cliffs, NJ 07632-3119. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

75. What is Your social security number or tax payer identification number?

**RESPONSE:** Defendants object to this Interrogatory on the grounds that it seeks confidential information which is not reasonably calculated to lead to the discovery of admissible evidence.

76. Is Alan J. Hoffman currently Your accountant?

- a. If no, identify Your current accountant.
- b. Does Alan J. Hoffman work at Janover, LLC, 805 Third Avenue, 10th Floor, New York, New York 10022?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Alan J. Hoffman is the current accountant for Defendants. Mr. Hoffman is a partner with Janover, LLC, 100 Quentin Roosevelt Blvd, Suite 516, Garden City, NY 11530. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

77. Is Your insurance broker Ned Dubofsky at BWD Group LLC, BWD Plaza, Jericho, New York 11753-8950?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation,



relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, Ned Dubofsky at BWD Group LLC is not the current insurance broker for Defendants. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

78. Are You or have You ever been represented by Irving Alter, Esq. in New York City and lawyers at Wilentz, Goldman & Spitzer in New Jersey?

a. Have You asked those lawyers to provide copies of any records, documents or information responsive to these interrogatories.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, while Defendants have utilized the professional services of Irving Alter, Esq. and Wilentz, Goldman & Spitzer, those professional services did not relate to the Property or the current litigation. Thus, no request was made for documents, records or information. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

79. Provide the names of all employees that worked for You during the period from 1959 to 1980. Please identify those employees that worked or perform work related to the Property.

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections,

80. To the extent that You assert affirmative defenses, provide the full factual basis underlying each and every affirmative defense You assert in your answer to the complaint.

**RESPONSE:** Defendants object to this interrogatory as premature and calling for Defendant to articulate theories of its case not yet fully developed. Discovery has just commenced in this litigation, few documents have been produced, no depositions have been conducted and counsel for Defendants has just begun its further investigation of relevant facts. In addition, many of the liability issues in this case will be the subject of expert, not lay, opinion. Defendants have not yet retained an expert in this matter. All expert discovery will be conducted in accordance with any and all Case Management Orders as directed by the Court. Moreover, since the information sought by way of this interrogatory is contained in the business records and other documents produced by the Parties in discovery, pursuant to R. 4:17-4(d), "the burden of deriving or ascertaining the answer is substantially the same for the party serving the interrogatory as for the

party served”. Defendants further object to this interrogatory as it is vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to other parties or third-parties, constitutes attorney work product, and/or is otherwise privileged or relates to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections, Defendants refer Plaintiff to any and all documents produced in discovery, the deposition of Michael Palin in the matter of *NJDEP v. Occidental Chemical Corporation et al.*, and the pleadings filed with the Court in connection with this matter.

81. Are you familiar with an individual named David (or Dave) Hammerman? If

so:

- a. State your relationship to Mr. Hammerman;
- b. State the capacity in which you know him;
- c. State the years during which you worked with him;
- d. State his last known address;
- e. State whether you have communicated with him in connection with the responses to these interrogatories;
- f. Have you asked him to provide copies of any records, documents or information responsive to these interrogatories?

**RESPONSE:** Defendants object to this interrogatory as vague, overly broad and unduly burdensome. Defendants also object to this interrogatory to the extent that the information it seeks is premature and was compiled for or in anticipation of litigation, relates to third-parties, constitutes attorney work product, and/or is otherwise privileged or related to trial preparation and/or trial strategy. Subject to and without waiver of the foregoing objections and the General Responses and Objections, while Defendants have utilized the professional services of David Hammerman as an insurance broker in the

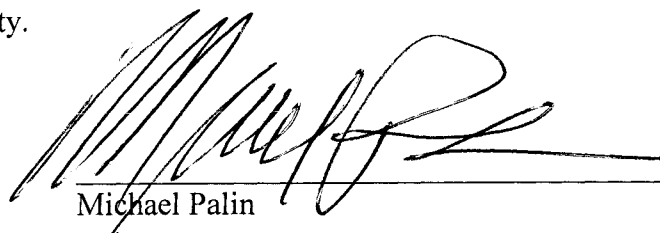
mid to late 1980's, Mr. Hammerman was contacted in response to the subpoena received by Michael Palin in the matter of NJDEP v. Occidental Chemical Corporation, et al. for the limited purpose of trying to determine the existence of relevant insurance policies. No information was located. Defendants reserve their right to amend and supplement this response upon continuing investigation and discovery up to, and including the time of trial.

**CERTIFICATION**

I hereby certify that the foregoing answers to these Interrogatories are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

I hereby further certify that the copies of the documents referenced herein and previously produced are exact copies of the entire document or documents; that the existence of other documents are unknown to me, and if such become later known or available, I shall serve them promptly on the propounding party.

Dated: 5/3/12



Michael Palin

DELIVERED TO S. Schwartz 8/18/09

Palin

**Know all Men by these Presents,**

THAT on this 17th day of December 1974  
ELITE INDUSTRIAL PARK, INC., a New Jersey Corporation having offices  
at 44 Passaic Avenue, Kearny, New Jersey  
for and in consideration of the sum of Ten and xx/100 (\$10.00) Dollars

lawful money of the United States, to be duly paid, by E & P Enterprises Co., a  
New York partnership having offices at 102 East 31 Street, New York, New  
York, and by these presents does grant, convey, assign, transfer and set over, unto the said  
E & P Enterprises all its right title and interest as tenant in and to  
that certain  
Indenture of Lease, bearing date the second day of September 1959  
made by York Associates, Inc. as Landlord and Elite Industrial Park, Inc.  
as Tenant, a memorandum of which was recorded on November 12, 1959 in  
Liber 2807, Page 547, in the County of Hudson, State of New Jersey.

with all and singular the premises therein mentioned and described, and the buildings thereon, together  
with the appurtenances, TO HAVE AND TO HOLD the same unto the said E & P Enterprises  
Co. i s successors and

assignor, from the 17th day of December 1974 for and during all the rest,  
residue and remainder yet to come of and in the term of  
years mentioned in the said Indenture of Lease

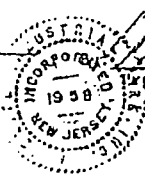
subject nevertheless to the rents, covenants, conditions and provisions therein also mentioned.  
AND do hereby covenant, grant, promise and agree to and with the said

that the said assigned premises now be free and clear of and from all former and other gifts, grants,  
leases, sales, leases, judgments, executions, liens, mortgages, taxes, encumbrances and incumbrances whatsoever.

IN WITNESS WHEREOF, the undersigned has set its hand and seal or caused these  
presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto  
affixed, the day and year first above written.

ELITE INDUSTRIAL PARK, INC.

Signed, Sealed and Delivered  
in the Presence of  
Irving Blanoff, Secretary



Michael P. Fittin  
President

15-1-77  
LERN 3177 R 159

STATE OF NEW YORK  
COUNTY OF NEW YORK

BE IT REMEMBERED, that on this 17th day of December  
in the year One Thousand Nine Hundred and Seventy-Four before me, the subscriber  
a Notary Public of the State of New York,  
personally appeared IRVING OLANOFF,

who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he  
is the Secretary of ELITE INDUSTRIAL PARK, INC.

the grantor named in the within Deed of Assignment; that MICHAEL PALIN  
is the President of said corporation; that the execution, as well as the making  
of this Instrument, has been duly authorized by a proper resolution of the board of directors of said  
corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to  
said Instrument in such corporate seal and was thereto affixed and said Instrument signed and delivered  
by the President, as and for his voluntary act and deed and as and for the voluntary  
act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto  
as witness.

Subscribed and sworn to before me,  
at New York, New York  
the date aforesaid

*Irving Olanoff*  
Irving Olanoff, Secretary

*Michael S. Goodman*  
Notary Public

MICHAEL S. GOODMAN  
NOTARY PUBLIC, State of New York  
No. 41-505225  
Resides in Queens County  
from License No. 12, 19 25

RECEIVED  
DEC 27 9 58 AM '74  
STATE OF NEW YORK  
REGISTRY OF DEEDS

Prepared by:  
Michael S. Goodman, Esq.  
Deeds and Trusts  
30 Park Avenue  
New York, New York 10017  
Company  
East Orange, N. J. 07018

6577  
Assignment Vol. 116  
10 25  
1571  
2781  
70

ELITE INDUSTRIAL PARK, INC.

E & P ENTERPRISES CO.

Date, December 17th, 19 74

STATE OF NEW JERSEY,  
COUNTY OF

BE IT REMEMBERED, that on this day of  
in the year One Thousand Nine Hundred and before me, the subscriber,  
personally appeared

who, I am satisfied, the grantor mentioned in the within Deed of  
Assignment, and thereupon acknowledged that signed, sealed and delivered the same  
as act and deed, for the uses and purposes therein expressed.

LWER 3177 R 160

10/13/59

THIS AGREEMENT dated the 13th day of October, 1959, by and between YORK ASSOCIATES, INC., a New York corporation, having its principal place of business at 200 West 34th Street, in the Borough of Manhattan, City and State of New York, hereinafter referred to as "Landlord", and ELITE INDUSTRIAL PARK, INC., a New Jersey corporation, having its principal place of business at 103 Irving Avenue, Brooklyn, New York, hereinafter referred to as "Tenant"

10/13/59

STATE OF NEW YORK	COUNTY OF NEW YORK	FILED	TO HAVE	BY	DATE

WITNESSETH:

That Landlord, in consideration of the rents reserved and of the terms, covenants and conditions contained in a certain agreement of Lease between the same parties hereto, made and executed as of the 2nd day of September, 1959, does hereby demise and lease to Tenant and Tenant does hereby take and take from Landlord all that certain plot, piece or parcel of land, with the buildings and improvements thereon, more particularly described in Schedule "A" annexed hereto and made a part hereof.

TO HAVE AND TO HOLD the Demised Premises for a term of fifty (50) years and two (2) months, commencing as of the first day of September, 1959 and ending on the 31st day of October, 2009, upon all the terms, covenants and conditions contained in said agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

*[Signature]*

ATTEST:

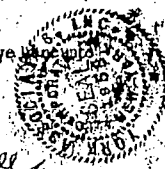
*[Signature]*

YORK ASSOCIATES, INC.

By *[Signature]*  
Landlord

ELITE INDUSTRIAL PARK, INC.

By *[Signature]*  
Tenant



10/13/59





SCHEDULE A

All the tracts or parcels of land and premises herein-  
after particularly described, situate, lying and being in  
the Town of Kearny, County of Hudson and State of New  
Jersey:

First, Taxed. Beginning at a point in the easterly line  
of Passaic Avenue as the same is now laid out where the  
said easterly line of Passaic Avenue is intersected by a  
line drawn at right angles to the centre line of said Passaic  
Avenue at a point distant in said centre line, 266.98 feet  
northerly from a monument placed in an angle of said  
Passaic Avenue, which angle is about 90 feet northerly  
from the southerly line of property belonging to John  
Walter Kearney; thence running northerly along said east-  
erly line of Passaic Avenue 600 feet to the southerly line  
of a street 60 feet in width; thence easterly at right angles  
to Passaic Avenue and along the southerly line of said  
street 450 feet to the westerly line of another street also  
60 feet in width; thence southerly parallel with Passaic  
Avenue; and along said westerly line of said street 500  
feet; and thence westerly at right angles to Passaic Ave-  
nue 450 feet to the place of beginning;

Second, Taxed. Beginning at a point in the westerly  
line of Passaic Avenue as the same is now laid out where  
the said westerly line of Passaic Avenue is intersected  
by a line drawn at right angles to the centre line of said  
Passaic Avenue at a point distant in said centre line  
266.98 feet northerly from a monument placed in an angle  
of said Passaic Avenue, which angle is about 90 feet  
northerly from said Kearney's southerly line; thence run-  
ning northerly along said westerly line of Passaic Avenue  
100 feet; thence running westerly at right angles to Pas-  
saic Avenue and in line with the southerly line of Marshall  
Street extended to the exterior line of the Passaic River

RECEIVED

NOV 12 10 42 AM 1891

2807-540

152  
Book 2807, page 550

established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian Owners in the lands lying under the waters of the Bay of New York and also where in this State" approved April 11th A.D. 1864 and the supplements thereto; thence southerly along said exterior line as shown on the map annexed to the grant from the State of New Jersey to John Watts Kearney dated October 9, A.D. 1866 and recorded in Book 228 of Deeds for Hudson County on page 257, one hundred and one feet and thirty seven one hundredths of a foot; thence easterly and parallel with the line first run down to said exterior line to the point of beginning;

Third Tract: Beginning at a point in the westerly line of Passaic Avenue, at the southeastern corner of lands sold and conveyed by John Watts Kearney and wife to Marshall and Company by a deed dated December 28, 1888 and recorded in Book 438 of Deeds for Hudson County, page 38 etc. and from thence running along the southerly line of lands so sold and conveyed to the exterior line of the Passaic River established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this State", approved April 11th, A.D. 1864, and the supplements thereto; thence southerly along said exterior line as shown on the map annexed to the deed or grant from the said Commissioners to John Watts Kearney and recorded in Book 444 of Deeds for Hudson County, page 303, 152.60 feet; thence south 74° 33' east to the aforesaid line of Passaic Avenue; and thence northerly running along the line of the same 122.10 feet to the place of beginning;

Excise so much of the premises heretofore described as the Second and Third Tracts as were conveyed by The Barbours Flax Spinning Company, to Newark and

Hudson Railroad Company by indenture dated July 24, 1924 and more particularly bounded and described therein as follows:

1. **BEARINGS** of a point in the division line of lands of The Watts Realty Corporation and lands of Harbour Flax Spinning Company, which point is North 80° 12' West 231.78 feet from the westerly line of Passaic Avenue; thence northerly on a curve to the right, having a radius of 400.73 feet, a distance of 142.64 feet to a point distant 254.05 feet westerly at right angles from the said westerly line of Passaic Avenue; thence North 18° 10' East parallel with said westerly line of Passaic Avenue, 88 feet; thence still northeasterly on a curve to the right, having a radius of 400.73 feet, a distance of 19 feet to a point in the division line of lands of the said Harbour Flax Spinning Company and other lands of said The Watts Realty Corporation, said point being North 71° 50' West 254.05 feet from a monument in said westerly line of Passaic Avenue; thence along said division line North 71° 50' West 19 feet; thence southwesterly on a curve to the left having a radius of 419.78 feet, a distance of 19 feet to a point distant 273.50 feet westerly at right angles from said westerly line of Passaic Avenue; thence South 18° 10' West parallel with said westerly line of Passaic Avenue 88 feet; thence southerly on a curve to the left having a radius of 419.78 feet, a distance of 145.37 feet to said division line of lands of The Watts Realty Corporation and lands of the Harbour Flax Spinning Company; thence South 80° 12' East 19.5 feet more or less to the point or place of beginning;

**FOURTH TRACT:** Bearings at the intersection of the northerly line of Belgrove Drive with the northwesterly line of Clark Avenue and running thence (1) along the said northerly line of Belgrove Drive, southwesterly, westerly, and northwesterly on a curve to the right with a

1521  
2781

2781

35012807 22551

278

2807 18692

radius of 566.3 feet in arc distance of 198.9 feet to a point of tangency in same line; (2) along said tangent on the side of North 78° 46' West a distance of 178.33 feet; (3) north 28° 41' East parallel with and distant 100 feet vertically at right angles from the southern boundary line of Passaic Avenue 147.25 feet; (4) the northern line of Block 18 as shown on Map hereinafter referred to; (5) north 68° 16' East along the same 350 feet to the above mentioned northern boundary line of Clark Avenue; (6) south 28° 41' West along the same 62.05 feet to the point of beginning.

Being known and designated as lots numbers 152 to 168 both inclusive, Block 18 on a map entitled "Map of Property Belonging to Belgrove Realty Co. Located in the Town of Kearny, Hudson County, N. J. March 10, 1928" on file in said County as map number 1669 filed July 2, 1929.

Together with all of the riparian rights if any of Landlord in and on the Passaic River and any of the rights, interest, appurtenances and easements in any wise appertaining to such land, buildings and improvements.

Said premises are leased subject to:

1. Zoning regulations and ordinances of the city, town or village in which the premises lie.
2. Easements of stoops, areas, cellar, steps, trim and sidewalks if any, upon any street or highway.
3. Public utility easements.
4. Any state of facts an accurate survey may show providing all the buildings on the demised premises are within existing fences.
5. Any mortgages which comply with the provisions of paragraph 14 of this lease.

6. Lease dated July 25, 1930 between Mark Association, Inc. as Landlord and Alhite Alhiteam Corp. as Tenant covering buildings 29 and 18.

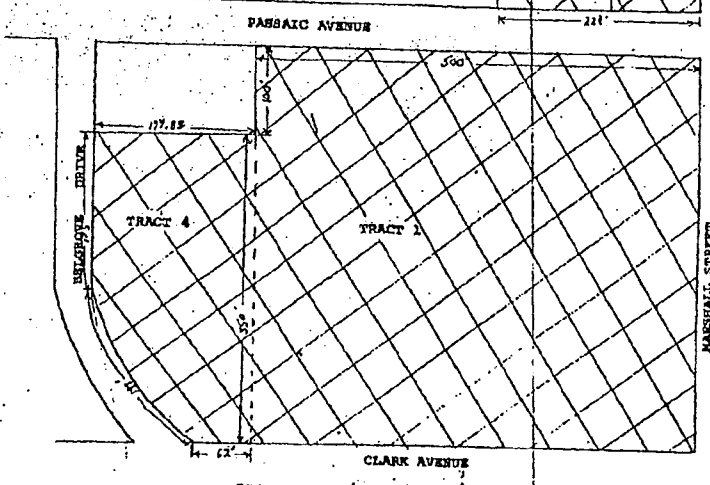
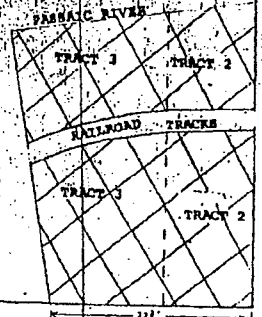
7. Rights of federal government to use without compensation all lands now or formerly under water.

8. Rights of John Watta Kearny, his heirs and assigns to use in common a sewer or drain which may cross the 2nd or 3rd tracts.

2807 558



2807 654



SCHEDULE A SHEET 4 ATTACHED TO LEASE DATED  
 SEPTEMBER 2 1959 YORK ASSOCIATES, INC.  
 LANDLORD & ELITE INDUSTRIAL PARK, INC. TENANT

PHOTO  
 JAMC  
 COMPANY

*Palm 4*

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, E&P ENTERPRISES COMPANY, a New York partnership having an office at 969 Third Avenue, New York, New York ("ASSIGNOR"), in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by AIRLITE ALUMINUM CORP., a New York corporation having an office at Elite Industrial Park, Kearney, New Jersey ("ASSIGNEE") hereby assigns and conveys unto the ASSIGNEE:

(i) all the right, title and interest of the ASSIGNOR in, to and under an Agreement of Lease (the "Lease") dated September 2, 1959, between YORK ASSOCIATES, INC., as Lessor, and ELITE INDUSTRIAL PARK, INC., as Lessee, which was recorded in the Register's Office, Hudson County, New Jersey, on November 12, 1959, in Liber 2807, Page 547; which Lease was subsequently assigned to ASSIGNOR by assignment dated December 17, 1974, recorded on December 21, 1974 in said Register's office in Book 3177, Page 159, which Lease shall expire on October 31, 2009;

(ii) all right, title and interest, if any, of the ASSIGNOR in and to any land lying in the bed of any street, road or avenue opened or proposed in front of or joining the Land as hereinafer defined or the buildings and improvements now or hereafter erected or situated on the Land, by reason of change or grade of any street.

This assignment affects a parcel of real property situated in Hudson County, New Jersey and more particularly described on Schedule "A" annexed hereto.

TO HAVE AND TO HOLD the same unto the ASSIGNEE, its successors, legal representatives and assigns from and after the date hereof, for all the rest of the term of the Lease, or any renewals or extensions thereof, subject to the covenants, conditions, limitations and terms of the Lease.

This Assignment is made without representation, warranty or guaranty by or recourse against the Assignor of any kind whatsoever.

The ASSIGNEE hereby assumes and agrees to pay all rent and additional rent and to perform all of the terms, covenants and conditions of the Lease on Lessee's part to be performed from and after the date hereof.

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have executed this assignment as of this *15* day of *February*, 1979.

ASSIGNOR:

E&P ENTERPRISES COMPANY

By:

*[Signature]*  
Partner

Witness:

*[Signature]*

ASSIGNEE:

AIRLITE ALUMINUM CORP.

By:

*[Signature]*, Pres.

Attest:

*[Signature]* Sec.  
CORPORATE SECRETARY



## SCHEDULE 1

All the tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Kearny, County of Hudson and State of New Jersey:

**FIRST TRACT:** Beginning at a point in the easterly line of Passaic Avenue as the same is now laid out where the said easterly line of Passaic Avenue is intersected by a line drawn at right angles to the centre line of said Passaic Avenue, at a point distant in said centre line, 256.98 feet northerly from a monument placed in an angle of said Passaic Avenue, which angle is about 90 feet northerly from the southerly line of property belonging to John Watts Kearney; thence running northerly along said easterly line of Passaic Avenue 500 feet to the southerly line of a street 50 feet in width; thence easterly at right angles to Passaic Avenue and along the southerly line of said street 450 feet to the westerly line of another street also 50 feet in width; thence southerly parallel with Passaic Avenue; and along said westerly line of said street 500 feet; and thence westerly at right angles to Passaic Avenue 450 feet to the place of beginning;

**SECOND TRACT:** Beginning at a point in the westerly line of Passaic Avenue as the same is now laid out where the said westerly line of Passaic Avenue is intersected by a line drawn at right angles to the centre line of said Passaic Avenue at a point distant in said centre line 656.98 feet northerly from a monument placed in an angle of said Passaic Avenue, which angle is about 90 feet northerly from said Kearney's southerly line; thence running northerly along said westerly line of Passaic Avenue 100 feet; thence running westerly at right angles to Passaic Avenue and in line with the southerly line of Marshall Street extended to the exterior line of the Passaic River established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian Owners in the lands lying under the waters of the Bay of New York and elsewhere in this State" approved April 11th A.D., 1864 and the supplements thereto; thence southerly along said exterior line as shown on the Map annexed to the grant from the State of New Jersey to John Watts Kearney dated October 9, A.D. 1886 and recorded in Book 428 of Deeds for Hudson County on page 267, one hundred and one feet and thirty-seven one-hundredths of a foot; thence easterly and parallel with the line first run down to said exterior line to the point of beginning;

**THIRD TRACT:** Beginning at a point in the westerly line of Passaic Avenue, at the southeasterly corner of lands sold and conveyed by John Watts Kearney and wife to Marshall and Company by a deed dated December 28, 1886, and recorded in Book 433 of Deeds for Hudson County, page 85 etc. and from thence running along the southerly line of lands so sold and conveyed to the exterior line of

Hudson County, ... 305, 182.60 feet; thence south 74° 5' East to the ... line of Passaic Avenue; and thence northerly running along the line of the same 123.10 feet to the place of beginning;

EXCEPTING so much of the premises hereinbefore described as the Second and Third Tracts as were conveyed by The Barbour Flax Spinning Company, to Newark and Hudson Railroad Company by Indenture dated July 22, 1926, and more particularly bounded and described therein as follows:

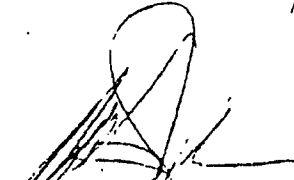
BEGINNING at a point in the division line of lands of The Watts Realty Corporation and lands of Barbour Flax Spinning Company, which point is North 30° 12' West 231.76 feet from the westerly line of Passaic Avenue; thence northerly on a curve to the right, having a radius of 400.78 feet, a distance of 142.64 feet to a point distant 254.5 feet westerly at right angles from the said westerly line of Passaic Avenue; thence North 18° 10' East parallel with said westerly line of Passaic Avenue, 98 feet; thence still northeasterly on a curve to the right, having a radius of 400.78 feet, a distance of 19 feet to a point in the division line of lands of the said Barbour Flax Spinning Company and other lands of said The Watts Realty Corporation, said point being North 71° 50' West 254.05 feet from a monument in said westerly line of Passaic Avenue; thence along said division line North 71° 50' West 19 feet; thence southwesterly on a curve to the left having a radius of 419.78 feet, a distance of 19 feet to a point distant 273.50 feet westerly at right angles from said westerly line of Passaic Avenue; thence South 18° 10' West parallel with said westerly line of Passaic Avenue 98 feet; thence southerly on a curve to the left having a radius of 419.78 feet, a distance of 145.37 feet to said division line of lands of The Watts Realty Corporation and lands of the Barbour Flax Spinning Company; thence South 80° 12' East 19.5 feet more or less to the point or place of beginning;

FOURTH TRACT: BEGINNING at the intersection of the northerly line of Belgrove Drive with the northwesterly line of Clark Avenue and running thence (1) along the said northerly line of Belgrove Drive, southwesterly, westerly, and northwesterly on a curve to the right with a radius of 520.13 feet, an arc distance of 198.2 feet to a point of tangent in same; thence (2) along said tangent on a course of North 78° 46' West, a distance of 173.33 feet; thence (3) north 23° 44' East, parallel with and distant 100 feet easterly at right angles from the southeasterly side line of Passaic Avenue, 177.83 feet to the northerly line of Block 18 as shown on Map hereinafter referred to; thence (4) south 66° 16' east, along the same, 350 feet to the above-mentioned northwesterly line of Clark Avenue; and thence (5) south 23° 44' west along the same, 62.03 feet to the point or place of beginning;

Being known and designated as lots numbers 152 to 158 both inclusive, Block 18, on a map entitled "Map of Property belonging to Belgrove Realty Co., located in the ..."


STATE OF ~~NEW YORK~~ ) <sup>New Jersey</sup> (R)  
                  Essex ) ss.:  
COUNTY OF ~~NEW YORK~~ )

On the 15 day of February, 1980, before me personally came Michael Palin, a partner of E & P Enterprises Company, a partnership, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for and on behalf of said partnership.

  
\_\_\_\_\_  
Notary Public  
ATTORNEY-AT-LAW, N. J.  
MARTIN J. BRENNER

STATE OF NEW YORK ) <sup>NEW JERSEY</sup> (R)  
                  Essex ) ss.:  
COUNTY OF ~~NEW YORK~~ )

On the 15<sup>th</sup> day of FEBRUARY, 1980, before me personally appeared IVAN KOSRUSKI, to me known, who being by me duly sworn, did depose and say, that he resides at 178 HIGHLAND AVE. MONTCLAIR, N.J., that he is the PRESIDENT of Airlite Aluminum Corp., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public  
MARTIN J. BRENNER  
ATTORNEY AT LAW OF NEW JERSEY

NUMBER  
6

SHARES  
7

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW JERSEY

ELITE INDUSTRIAL PARK, INC.

2500 SHARES - NO PAR VALUE

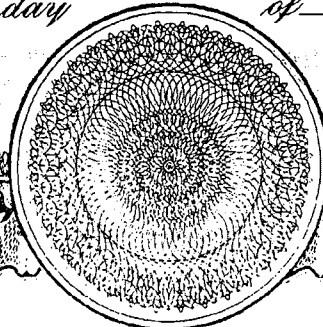
Fully Paid And Non-Assessable

This Certifies that E. & P. Enterprises Co. is the registered holder of - One - Shares of the Capital Stock of ELITE INDUSTRIAL PARK, INC.

*transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.*

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 25<sup>th</sup> day of February A. D. 1971

Irving Clauoff  
SECRETARY/TREASURER



[Signature]  
PRESIDENT

# Business Certificate for Partners

The undersigned do hereby certify that they are conducting or transacting business as members of a partnership under the name or designation of

E. & P. ENTERPRISES CO.

at 102 East 31st Street

in the County of New York, State of New York, and do further certify that the full names of all the persons conducting or transacting such partnership including the full names of all the partners with the residence address of each such person, and the age of any who may be infants, are as follows:

NAME Specify which are infants and state ages.	RESIDENCE
MICHAEL PALIN	16 Sutton Place, New York, N. Y.
JACK ENTRATTER	THE SANDS HOTEL 720 East Charleston Blvd. Las Vegas, Nevada

~~XXXXX FURTHER CERTIFY THAT WE ARE THE SUCCESSORS IN INTEREST TO~~

~~THE PERSONS OR PERSONS HEREIN FOR THE PURPOSES OF THIS CERTIFICATE TO CONDUCT OR TRANSACT BUSINESS~~

In Witness Whereof, We have this \_\_\_\_\_ day of November, 19 70, made and signed this certificate.

*Amended by Certificate  
Filed: Sept 2, 1971  
4-10-73*

*Jack Entratter*

STATE OF NEW YORK  
COUNTY OF NEW YORK, SS.  
I, NOHMAN GOODMAN,  
COUNTY CLERK AND CLERK  
OF THE SUPREME COURT,  
NEW YORK COUNTY,  
DO HEREBY CERTIFY THAT  
I HAVE COMPARED THIS  
CERTIFICATE WITH THE ORIGINAL  
FILED BY ME IN MY OFFICE ON  
11-16-70  
AND THAT THE SAME IS A  
CORRECT TRANSCRIPT  
HEREOF AND OF THE  
ENTIRE OF SUCH ORIGINAL.  
IN WITNESS WHEREOF,  
I HAVE HEREUNTO SET MY  
HAND AND AFFIXED MY  
OFFICIAL SEAL.

NO. 215714

State of ~~New York~~, NEVADA } ss.:  
County of

On this 10 day of November, 19 70, before me personally appeared

JACK ENTRATTER

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

Notary Public - State of Nevada  
CLARK COUNTY  
ELEANOR ROTH GRASSO  
My Commission Expires July 18, 1972

*Eleanor Roth Grasso*

006925

INDEX No.

Certificate of Partners

Michael Palin  
Jack Entratter

CONDUCTING BUSINESS UNDER  
THE NAME OF

E. & P. Enterprises Co.

Pursuant to § 440 Penal Law

Allyn T. Paul

go Paul  
600

CLERK COUNTY CLERK N.Y.C.

State of New York, County of New York

ss.:

On this 12 day of November

, 1970, before me personally appeared

Michael Palin

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

Harold E. Paul

NOV-16-70 000000 0 0 A-I 1 5.00

NOV-16-70 000001 0 0 K-I 6 6.00

CERTIFIED COPY ISSUE

Fee Paid

Dated

County Clerk N.Y. Co.

By

A  
FILED

NOV 16 '70

COUNTY CLERK FILED BY  
NEW YORK CO. INDEXED BY  
RETURN FILE TO CLERK

AMENDED BUSINESS CERTIFICATE

The undersigned hereby certify that a Certificate of Doing Business under the assumed name of E & P ENTERPRISES CO. for the conduct of business at 102 East 31st Street, New York City, New York was filed in the Office of the County Clerk of New York County, State of New York, on the 16th day of November, 1970 under Index Number 69 25; 70

It is hereby further certified that this amended Certificate is made for the purpose of more accurately setting forth the facts recited in the original certificate and to set forth the following changes in such facts; to admit the following as additional partners:

<u>NAME</u>	<u>ADDRESS</u>
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of DEAN E. PALIN	c/o Michael Palin 102 East 31st Street New York, New York
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of ANDREA E. PALIN	c/o Michael Palin 102 East 31st Street New York, New York
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of DOROTHY E. PALIN	c/o Michael Palin 102 East 31st Street New York, New York

AMENDED BY CERTIFICATE

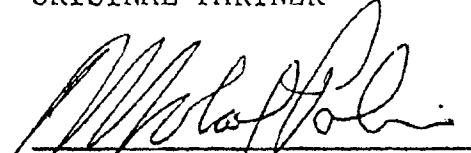
FILED 4-10-73

STATE OF NEW YORK,  
COUNTY OF NEW YORK, SS  
I, NORMAN GOODMAN,  
COUNTY CLERK AND CLERK  
OF THE SUPREME COURT,  
NEW YORK COUNTY,  
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL FILED IN MY OFFICE ON 4-10-73 AND THAT THE SAME IS A CORRECT TRANSCRIPT THEREOF AND OF THE CONTENTS OF SUCH ORIGINAL. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

No 215715

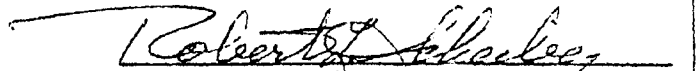
IN WITNESS WHEREOF, the undersigned have this  
1<sup>st</sup> day of ~~August~~<sup>September</sup>, 1971 made and signed this Certificate.


ORIGINAL PARTNER

  
MICHAEL PALIN

NEW PARTNERS

  
MICHAEL PALIN, as co-trustee  
under Trust Indenture dated  
August 31, 1971 for the benefit  
of DEAN E. PALIN, ANDREA E.  
PALIN and DOROTHY E. PALIN

  
ROBERT SCHEIBER, as co-trustee  
under Trust Indenture dated  
August 31, 1971 for the benefit  
of DEAN E. PALIN, ANDREA E.  
PALIN and DOROTHY E. PALIN

  
SEYMOUR D. REICH, as co-trustee  
under Trust Indenture dated  
August 31, 1971 for the benefit  
of DEAN E. PALIN, ANDREA E.  
PALIN and DOROTHY E. PALIN





~~B-810~~  
B-810

6925-1970

E & P ENTERPRISES CO.  
Amended Business Certificate

LAW OFFICES  
DREYER AND TRAUB  
90 PARK AVENUE  
NEW YORK, N. Y. 10016

SEP--2-71 00044 96925 70 B--II 1 10.00

SEP--2-71 00045 36820 24 K--II 5 10.00

SEP-2 1971  
NEW YORK COUNTY  
CLERK'S OFFICE

5  
ISSUED  
10.00  
SEP 2 1971

County Clerk, N.Y.Co.

CERTIFIED COPY ISSUE

Fee Paid \_\_\_\_\_

Dated MAR 15 1982

County Clerk, N.Y. Co.

By DJH

35160

AMENDED BUSINESS CERTIFICATE

The undersigned hereby certify that a Certificate of Doing Business under the assumed name of E. & P. ENTERPRISES CO. for the conduct of business at 102 East 31st Street, New York, New York was filed in the office of the County Clerk of New York County, State of New York, on the 16th day of November, 1970 under Index No. 6925/1970.

The undersigned further certify that an Amendment to said Business Certificate was filed in the office of the County Clerk of New York County, State of New York on the 2nd day of September, 1971, said Amendment having been made for the purpose of more accurately setting forth the facts recited in the original certificate and to admit additional partners to said partnership.

It is hereby further certified that this Amended Business Certificate is made for the following purposes:

(i) Jack Entratter, an original partner, having died on March 11, 1971, the Estate of Jack Entratter by and through Jerome Mack, Executor withdraws as a partner of the partnership, such withdrawal being effective as of the 17th day of November, 1971.

(ii) The following named persons constitute all of the existing partners of said partnership:

<u>NAME</u>	<u>ADDRESS</u>
Michael Palin	<i>formerly at</i> 16 Sutton Place 102 East 31st Street New York, New York
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of DEAN E. PALIN	c/o Michael Palin 102 East 31st Street, New York, New York

<u>NAME</u>	<u>ADDRESS</u>
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of ANDREA E. PALIN	c/o Michael Palin 102 East 31st Street New York, New York
Michael Palin, Robert Scheiber and Seymour D. Reich as Trustees under Trust Indenture dated August 31, 1971 for the benefit of DOROTHY E. PALIN	c/o Michael Palin 102 East 31st Street New York, New York

IN WITNESS WHEREOF, the undersigned have this <sup>29<sup>th</sup></sup> day  
of ~~July~~<sup>September</sup>, 1972 made and signed this Certificate.

WITHDRAWING PARTNER

Estate of Jack Entratter, Deceased

By *Jerome Mack*  
Jerome Mack, Executor

PARTNERS

*Michael Palin*  
Michael Palin

*Michael Palin*  
MICHAEL PALIN, as co-trustee  
under Trust Indenture dated  
August 31, 1971 for the benefit  
of DEAN E. PALIN, ANDREA E.  
PALIN and DOROTHY E. PALIN

*Robert Scheiber*  
ROBERT SCHEIBER, as co-trustee  
under Trust Indenture dated  
August 31, 1971 for the benefit  
of DEAN E. PALIN, ANDREA E.  
PALIN and DOROTHY E. PALIN

*Seymour D. Reich*  
SEYMOUR D. REICH, as co-trustee  
under Trust Indenture dated  
August 31, 1971 for the benefit  
of DEAN E. PALIN, ANDREA E.  
PALIN and DOROTHY E. PALIN

STATE OF NEVADA }  
COUNTY OF CLARK } ss.

COUNTY CLERK'S CERTIFICATE AS TO NOTARY PUBLIC

I, LORETTA BOWMAN, County Clerk of the County of Clark, State of Nevada, and ex-officio Clerk of the District Court of the Eighth Judicial District of the State of Nevada, in and for the County of Clark, which is a court of record of the State of Nevada, having by law a seal, do hereby

certify that DORIS WILLIAMS, whose name is subscribed to the attached certificate of proof, acknowledgement or affidavit, was at the time of taking such proof, acknowledgement or affidavit a Notary Public in and for said County of Clark, duly commissioned and qualified and residing in said county, and was as such an officer of the State of Nevada, duly authorized by the laws thereof to administer oaths or affirmations and to take and certify the proof and acknowledgement of deeds and other instruments in writing to be recorded in said state and that full faith and credit are and ought to be given all his official acts as such Notary Public, and that I am well acquainted with the handwriting of the said Notary Public and verily believe that the signature to the attached certificate is his genuine signature and that the annexed is executed and acknowledged according to the laws of the State of Nevada; and I further certify that an imprint of the stamp of said Notary Public is required by law to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of APRIL, A.D. 1973

LORETTA BOWMAN  
County Clerk of the County of Clark and ex-officio Clerk of the District Court of the Eighth Judicial District of the State of Nevada, in and for the County of Clark.

By [Signature] Deputy.

CC-45

PALIN 00086

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

On this 29<sup>th</sup> day of September, 1972 before me personally appeared MICHAEL PALIN, to me known and known to me to be the individual described in and who executed the foregoing instrument; and he thereupon acknowledged to me that he executed the same.

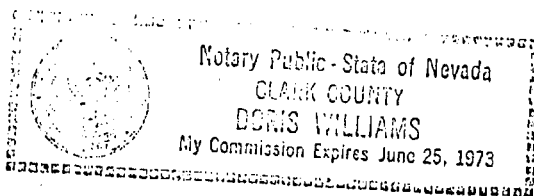
  
Notary Public

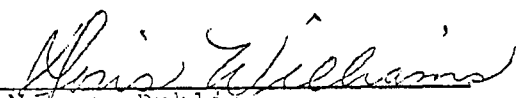
LOUIS W. BAUMAN  
Notary Public, State of New York  
No. 60-5218725  
Qualified in Westchester County  
Commission Expires March 30, 1974

STATE OF NEVADA )  
 ) SS.:  
COUNTY OF CLARK )

On this 26 day of SEP, 1972 personally appeared JEROME MACK, before me, DORIS WILLIAMS a notary public in and for CLARK County, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the county of CLARK the day and year in this certificate first above written.



  
Notary Public

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

On this 29<sup>th</sup> day of September, 1972 before me personally appeared MICHAEL PALIN, ROBERT SCHEIBER and SEYMOUR D. REICH as co-trustees under Trust Indenture dated August 31, 1971 for the benefit of DEAN E. PALIN, ANDREA E. PALIN and DOROTHY E. PALIN, to me known and known to me to be the individuals described in and who executed the foregoing Certificate, and they thereupon duly acknowledged to me that they executed the same.

  
Notary Public

LOUIS W. BAUMAN  
Notary Public, State of New York  
No. 60-5218725  
Qualified in Westchester County

1 SUPERIOR COURT OF NEW JERSEY  
2 LAW DIVISION  
3 ESSEX COUNTY  
4 DOCKET NO. L-009868-05(PASR)

5 ^^^  
6 NEW JERSEY DEPARTMENT OF ^  
7 ENVIRONMENTAL PROTECTION, THE ^ TESTIMONY OF:  
8 COMMISSIONER OF THE NEW JERSEY ^ MICHAEL PALIN  
9 ENVIRONMENTAL PROTECTION AGENCY, ^  
10 AND THE ADMINISTRATOR OF THE NEW ^  
11 JERSEY SPILL COMPENSATION FUND, ^  
12 ^  
13 ^  
14 ^ PLAINTIFF, ^  
15 ^  
16 ^  
17 ^ V. ^  
18 ^  
19 ^ OCCIDENTAL CHEMICAL CORPORATION, ^  
20 TIERRA SOLUTIONS, INC., MAXUS ^  
21 ENERGY CORPORATION, RESPOL YPF, ^  
22 S.A. YPF, S.A. YPF HOLDINGS, INC., ^  
23 AND CLH HOLDINGS, ^  
24 ^  
25 ^ DEFENDANTS, ^  
26 ^  
27 ^ V. ^  
28 ^  
29 ^ MAXUS ENERGY CORPORATION AND TIERRA ^  
30 SOLUTIONS, INC., ^  
31 ^  
32 ^ THIRD-PARTY PLAINTIFFS, ^  
33 ^  
34 ^ V. ^  
35 ^  
36 ^ 3M COMPANY, ET, ALS, ^  
37 ^  
38 ^ THIRD-PARTY DEFENDANTS, ^  
39 ^  
40 ^  
41 ^  
42 ^  
43 ^  
44 ^  
45 ^

22  
23  
24  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

T R A N S C R I P T of testimony taken  
Stenographically by and before ERIC S. FISHMAN, a  
Shorthand Reporter and Notary Public of the State of  
New Jersey, at the law offices of, WOLFF & SAMSON,  
ESQS. ONE BOLAND DRIVE, WEST ORANGE, NEW JERSEY, on  
MONDAY, MAY 9, 2011, commencing at 10:30 AM in  
The forenoon.

PHILIP A. FISHMAN  
COURT REPORTING AGENCY  
89 HEADQUARTERS PLAZA NORTH  
4 SPEEDWELL AVENUE, SUITE 1440  
Morristown, New Jersey 07960  
(973) 285-5331 - FAX - (732) 605-9391



1 A P P E A R A N C E S :

2

**COLE, SCHOLZ, MEISEL, FORMAN & LEONARD, ESQS.  
BY GLENN R. KAZLOW, ESQ. & DAVID P. STEINBERGER,  
ESQ.**

4

25 MAIN STREET  
HACKENSACK, NEW JERSEY 07601

5

**Appearing on behalf of Dilorenzo Properties  
Company, L.P.**

6

7

**WOLFF SAMSON, ESQS.  
BY LAURIE J. SANDS, ESQ.**

8

ONE BOLAND DRIVE  
WEST ORANGE, NEW JERSEY 07052

9

**Appearing on behalf of Palin Enterprises**

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## I N D E X

WITNESS	DIRECT	CROSS	REDIRECT	RECROSS
MICHAEL PALIN BY MR. KAZLOW	5			

## I N D E X O F E X H I B I T S

EXHIBIT	DESCRIPTION	PAGE
PALIN-1	INSURANCE POLICY	26
PALIN-2	CERTIFICATION POLICY	30
PALIN-3	LEASE	32
PALIN-4	ASSIGNMENT OF LEASE	38

1           M I C H A E L P A L I N, 235 PARK AVENUE  
2 SOUTH, NEW YORK CITY, NEW YORK, having been duly  
3 sworn under oath according to law testifies as  
4 follows:

5 DIRECT EXAMINATION BY MR. KASLOW:

6       Q. My name is Glenn Kaslow and I am with Cole,  
7 Schotz, Meisel, Foreman and Leonard and today is  
8 the date we are going to take your deposition,  
9 which is basically a question and answer process.

10           Let me ask you preliminarily, have you ever  
11 had your deposition taken before?

12       A. I think so, yeah.

13       Q. Do you recall how long ago?

14       A. No.

15       Q. Was that in connection with any of the  
16 properties that you own?

17       A. I really can't recall. I remember going to  
18 a deposition, it must have been about one of the  
19 properties.

20       Q. Okay.

21           Let me give you the basic ground rules. I  
22 will be asking you questions, please wait for me  
23 to complete the question before you respond so  
24 that the court reporter can take it down clearly.  
25 The court reporter has trouble taking down

1 conversations if we are both talking at the same  
2 time. Do you understand that?

3 Second, the court reporter cannot take down  
4 a nod of the head or a shrug of the shoulders.

5 A. I understand that.

6 Q. Okay.

7 If you want to take a break at any point  
8 please let me know and I will accommodate you,  
9 assuming there is no question pending. You  
10 understand that?

11 A. Right.

12 Q. Okay.

13 Can you first just give me some background  
14 information. What is your date of birth?

15 A. 8/15/29. 1929.

16 Q. And what is your educational background?

17 A. Public school, high school, college, Army.

18 Q. Where did you attend college?

19 A. Pace College in Manhattan.

20 Q. Did you graduate?

21 A. Yes.

22 Q. What year?

23 A. 1950.

24 Q. And you said you went into the Army from  
25 there?

1 A. Yes.

2 Q. How long did you serve?

3 A. Two years.

4 Q. And did you start your work career after the  
5 Army?

6 A. Yes.

7 Q. Where?

8 A. I was an accountant for a building firm.

9 Q. Do you recall the name of the firm?

10 A. Bell Park Homes.

11 Q. And from there where did you go?

12 A. I built one family homes throughout Long  
13 Island, Brooklyn and New Jersey.

14 Q. Do you recall when or what year you first  
15 got into that business?

16 A. Not what year. It was in the '50s. Late  
17 '50s.

18 Q. Did you operate under any type of trade name  
19 or corporation partnership?

20 A. Bell Park Homes Gramacy Gardens.

21 Q. And how long did you remain in that  
22 business?

23 A. I can't recall. Many years.

24 Q. When did you first become associated with  
25 Elite Industrial Park?

1 MS. SANDS: I am going to object to the  
2 form of the question but you can answer.

3 A. I can't recall the year exactly.

4 Q. Are you familiar with an entity by the name  
5 of Elite Industrial Park, Inc.?

6 A. Yes.

7 Q. And when did you first become associated  
8 with that entity?

9 A. I can't recall the year.

10 Q. Can you recall the decade?

11 A. I think it would be the '60s.

12 Q. 1960.

13 When you -- strike that.

14 Your first involvement with Elite Industrial  
15 Park, Inc., was that as a shareholder or in some  
16 other capacity?

17 A. As a shareholder.

18 Q. Were there other shareholders?

19 A. There was one other shareholder.

20 Q. Who was that?

21 A. Benjamin Okin.

22 Q. How do you spell that?

23 A. O-K-I-N.

24 Q. Did you and Mr. Okin form Elite Industrial  
25 Park, Inc.?

1       A. Well, he formed it and I became a member.

2       Q. Okay.

3               And do you recall what percentage you owned  
4 when you first became a shareholder?

5       A. One third.

6       Q. What was the business of Elite Industrial  
7 Park, Inc.?

8       A. They rented an industrial park, industrial  
9 buildings in Kearny, New Jersey.

10       Q. Were there other, at the time that you  
11 became a shareholder of the company, were there  
12 other officers or directors of the company?

13       A. I can't recall.

14       Q. What were your duties and responsibilities  
15 with the company?

16       A. I was president of the company.

17       Q. And did Mr. Okin have any responsibilities?

18       A. Yeah, he was financial.

19       Q. When you say financial, did he provide  
20 financing or he was in charge of the finances?

21       A. He provided finances.

22       Q. Is Elite Industrial Park, Inc., in existence  
23 today?

24       A. No.

25       Q. When did it cease to be in existence?

1 A. I can't recall. Many years ago.

2 Q. How about the decade, '90s, '80s?

3 A. I think the '80s.

4 Q. Was the company dissolved?

5 A. Yes.

6 Q. Do you recall what the circumstances were?

7 A. They sold the property that they were  
8 involved with and they had no other function.

9 Q. And the property they were involved with was  
10 known as Elite Industrial Park?

11 A. Yes.

12 Q. In Kearny, New Jersey?

13 A. Yes.

14 Q. At the time that it dissolved did it own any  
15 other properties?

16 A. No.

17 Q. Do you recall what the purchase price was  
18 for the property?

19 A. That we sold it for?

20 Q. Yes.

21 A. No.

22 Q. At the time that you sold the property was  
23 there a mortgage on the property?

24 A. No.

25 Q. What happened to the proceeds from the sale



1 of the property?

2 A. I can't recall.

3 Q. Were they distributed by the shareholders?

4 A. I can't recall.

5 Q. Do you recall who handled that transaction,  
6 what lawyers handled that transaction?

7 A. It would have to be Dreyer and Traub.

8 Q. Do you recall what lawyer from Dreyer and  
9 Traub was involved in that transaction?

10 A. No.

11 Q. Was that a law firm that you used regularly?

12 A. Yes.

13 Q. Was there any particular lawyer that you  
14 worked with at Dreyer and Traub?

15 A. Murray Felton and Abe Traub, T-R-A-U-B.

16 Q. Are you familiar with an entity by the name  
17 of E&P Enterprise Co.?

18 A. Yes.

19 Q. What was your association with E&P  
20 Enterprise Co.?

21 A. Partner.

22 Q. Are you the P in E&P Enterprise?

23 A. Yes.

24 Q. Who was the E?

25 A. I think it was my wife's maiden name.

1 Q. Were there other partners in the  
2 partnership?

3 A. No.

4 Q. You and your wife?

5 A. Yes.

6 Q. What is your wife's name?

7 A. She is passed away.

8 Q. Sorry to hear that.

9 What was her name?

10 A. Carol.

11 Q. Carol.

12 Do you recall when E&P Enterprise was  
13 formed?

14 A. No.

15 Q. Do you recall why E&P Enterprise was formed?

16 A. No.

17 Q. Did E&P Enterprise have any interest at some  
18 point in Elite Industrial Park?

19 A. I don't believe so.

20 Q. Do you recall Elite Industrial Park, Inc.,  
21 conveying its interest in the lease hold to E&P  
22 Enterprise Co., in December of 1974?

23 A. I can't recall that.

24 Q. Do you know if E&P Enterprise Co., held an  
25 interest in any real property?

1 A. Yes.

2 Q. What property or properties?

3 A. Industrial Park in Elizabeth, New Jersey.

4 Q. What was the name of that industrial park?

5 A. Elizabeth Industrial Park.

6 Q. When did it acquire an interest in Elizabeth  
7 Industrial Park?

8 A. I don't recall.

9 Q. Do you recall when E&P Enterprise was  
10 formed?

11 MS. SANDS: Objection. Asked and  
12 answered I believe.

13 A. No.

14 Q. Did E&P Enterprise have any employees?

15 A. I can't recall.

16 Q. Does it operate any -- strike that.

17 Did it own any other properties other than  
18 Industrial Park -- or Elizabeth Industrial Park?

19 A. It owned industrial buildings in New Jersey  
20 here in Elizabeth. Elizabeth Industrial Park.

21 Q. That's it, no others?

22 A. Yeah.

23 Q. Are you familiar with Palin Enterprises?

24 A. I should be, right. I am.

25 Q. Okay.

1           When was Palin Enterprises formed?

2       A.    I can't recall the date.

3       Q.    Can you recall the era?

4       A.    I would say in, maybe the '80s.

5       Q.    Did you form Palin Enterprise?

6       A.    Yes.

7       Q.    For what purpose?

8       A.    To do industrial development and real estate  
9    development.

10      Q.    Is Palin Enterprise a corporation?

11      A.    No.

12      Q.    What is it?

13      A.    Limited partnership.

14      Q.    Okay.

15           Who is the general partner?

16      A.    I am.

17      Q.    Okay.

18           Who is the limited partners?

19      A.    My children.

20      Q.    Did Palin Enterprise have any connection to  
21    Elite Industrial Park?

22      A.    No.

23      Q.    As president of Elite Industrial Park, Inc.,  
24    what were your general duties and  
25    responsibilities?

1       A. I managed the property.

2       Q. And what did that entail?

3       A. Leasing, overall repairs, etc.

4       Q. Repairs?

5       A. Yeah, making repairs and leasing.

6       Q. Did you hire any outside vendors to do any  
7 of the management of the buildings?

8       A. What do you mean by management?

9       Q. Did they visit the site to inspect the  
10 property?

11                   MS. SANDS: I am going to object to the  
12 form. He can answer if he knows.

13       A. I don't believe so.

14       Q. Okay.

15                   Did you visit the site?

16       A. Yes.

17       Q. On a regular basis?

18       A. Depends what you consider regular.

19       Q. How often did you visit the site?

20       A. Could have been once a month.

21       Q. For what purpose?

22       A. Just to check things.

23       Q. Did you visit the site to determine if  
24 anything needed to be repaired?

25       A. No.

1 Q. Did you visit the site to see if any of the  
2 tenants were handling chemicals or hazardous  
3 materials?

4 A. No.

5 MS. SANDS: Objection. I am going to  
6 object to the form of that question.

7 Q. Did, at the time that Elite had an  
8 association with the property, was there any time  
9 when it had a mortgage on the property?

10 A. I can't recall.

11 Q. Did you insure the buildings at Elite  
12 Industrial Park?

13 A. I must have.

14 Q. Did you work with any particular broker?

15 A. At the time, yes. Atlas.

16 Q. Where was Atlas located?

17 A. Long Island.

18 Q. Do you recall what town?

19 A. No.

20 Q. Was there a particular person at Atlas that  
21 you dealt with?

22 A. Dave Hammerman.

23 Q. Can you spell that?

24 A. H-A-M-M-E-R-M-A-N, I believe.

25 Q. Do you recall for what period of time you

1 dealt with Mr. Hammerman?

2 A. No.

3 Q. Do you recall when you first started to deal  
4 with him?

5 A. No.

6 Q. Do you deal with him today?

7 A. No.

8 Q. Do you recall when the last time you dealt  
9 with him was?

10 A. No.

11 Q. Do you know if Atlas still exists?

12 A. Yes.

13 Q. Is it in the same location in Long Island?

14 A. I don't know.

15 Q. Do you know if Mr. Hammerman is still  
16 associated with Atlas?

17 A. I believe so.

18 Q. Have you reached out to Mr. Hammerman to  
19 determine if he has any records --

20 A. Yes.

21 Q. Let me complete the question so we have a  
22 clear record.

23 Did you reach out to Mr. Hammerman to  
24 determine if Atlas has any records relating to  
25 Elite Industrial Park?

1 A. Yes.

2 Q. When did you do that?

3 A. When I received the --

4 Q. Subpoena.

5 A. Subpoena.

6 Q. Did you speak directly with Mr. Hammerman?

7 A. Yes. Mr. -- one of his assistants, Mr.

8 Garber.

9 Q. G-A-R-B-E-R?

10 A. G-A-R-B-E-R. One of his associates, not  
11 assistants.

12 Q. Okay.

13 What did Mr. Garber tell you about their  
14 records?

15 A. They couldn't locate any policies going back  
16 that far.

17 Q. Did Atlas have any records relating to Elite  
18 Industrial Park?

19 A. No.

20 Q. Did you work with any outside accounting  
21 firms in relation to Elite Industrial Park?

22 A. Accounting?

23 Q. Yes.

24 A. Would have to be, I only worked with two  
25 accountants in my lifetime. M.S. Sheiber Company



1 and Shanholtz.

2 Q. M.S. S-H-I-B-E-R?

3 A. E-I-B-E-R. I think that's the way he spelled  
4 it. He passed away.

5 Q. Is his practice still in business?

6 A. He passed away. Young fella.

7 Q. Where was he located?

8 A. Manhattan.

9 Q. Do you recall what years you worked with  
10 him?

11 A. No.

12 Q. Is it, '60s, '70s?

13 A. When he passed away I went right to the  
14 Shanholtz firm from him.

15 Q. Did you transfer all of your records over to  
16 Shanholtz?

17 A. Yeah, he passed away and they transferred  
18 the records.

19 Q. And is it Mr. Shanholtz, is that the person  
20 you dealt with?

21 A. Yes.

22 Q. Do you recall his first name?

23 A. No, I dealt with one man in the firm that's  
24 still there.

25 Q. And who is that?

1           A.    Alan Hoffman.

2           Q.    Does the accounting firm still go by the  
3 name of Shanhotlz?

4           A.    No.

5           Q.    Do you know what name it goes by?

6           A.    They just, they sold it about three years  
7 ago. I don't recall the -- can I look?

8           Q.    Sure.

9           A.    I forget the name of the firm. He just went  
10 with this firm. If you want I will call my office  
11 and get it.

12          Q.    At a break we can do that.

13                   MS. SANDS: We can do that at a break.

14          Q.    Did you have -- when was the last time you  
15 spoke to Alan Hoffman?

16          A.    Friday.

17          Q.    Did you ask Mr. Hoffman if he had any  
18 records relating to Elite Industrial Park?

19          A.    No.

20          Q.    Do you know if he has any records relating  
21 to Elite Industrial Park?

22          A.    No.

23          Q.    Did Elite have a leasing agent or was the  
24 leasing done by you?

25                   MS. SANDS: I am going to object to the

1 form of the question.

2 You can answer.

3 Q. Do you understand the question?

4 A. No.

5 Q. Did Elite employ a broker to assist in  
6 leasing space at Elite Industrial?

7 A. Yes.

8 Q. Do you recall who that was?

9 A. Many, any real estate broker.

10 Q. No one exclusive broker?

11 A. No.

12 Q. Who maintained the business records of Elite  
13 Industrial?

14 A. I did.

15 Q. Where were those records maintained?

16 A. In our office.

17 Q. Where was that located?

18 A. It was either at 102 East 31st Street or, I  
19 don't know if we were at 969 3rd Avenue.

20 Q. Did your office move from 102 East 31st  
21 Street to 969 3rd Avenue?

22 A. 969, yeah.

23 Q. When did it move?

24 A. I don't recall.

25 Q. Do you recall the decade?

1       A.   No.

2       Q.   You don't recall if it was in the '60s,  
3       '70s?

4       A.   I don't recall.

5       Q.   When you moved did your company have  
6       employees or was it just you?

7                   MS. SANDS:  I am going to object to the  
8       form.  Are you talking about Elite?

9                   MR. KASLOW:  Yes.

10                  MS. SANDS:  When they moved their  
11       offices?

12                  MR. KASLOW:  Correct.

13       A.   I can't recall that.

14       Q.   Was there a time when your company, Elite  
15       Industrial Park, Inc., had employees?

16       A.   You mean clerical employees?

17       Q.   Any type.

18       A.   Yeah, sure.  I imagine.

19       Q.   Do you recall how many employees it had?

20       A.   I had one in the office.

21       Q.   And who was that?

22       A.   Irving Olanoff.

23       Q.   Can you spell that?

24       A.   O-L-A-N-O-F-F.

25       Q.   And what did Mr. Olanoff do for Elite?

1       A.   He was my controller.

2       Q.   What was his, what were his duties and  
3 responsibilities as controller?

4       A.   Keep the books and records.

5       Q.   Do you know where Mr. Olanoff is employed  
6 today?

7       A.   Hope he has a good job.  He passed away many  
8 years ago.

9       Q.   Okay.

10       Do you recall when?

11       A.   25.

12       Q.   25 years ago?

13       A.   At least, yes.

14       Q.   Did he also work for E&P?

15       A.   I can't recall that.

16       Q.   Did Elite have any other employees?

17       A.   No.

18       Q.   How about E&P?

19       A.   E&P.  You mean in my office?  Yeah, they have  
20 bookkeepers.

21       Q.   Did it have a controller?

22       A.   Yes.

23       Q.   Who was the controller?

24       A.   Gary Adelman.

25       Q.   Can you spell that?

1           A.    A-D-E-L-M-A-N.

2           Q.    Do you recall how long he was employed by  
3 E&P?

4           A.    No.

5           Q.    Did he work for Palin Enterprises?

6           A.    Yes.

7           Q.    For how long?

8           A.    Until this date.

9           Q.    Okay.

10                    Did Mr. Adelman have any duties and  
11 responsibilities relating to the purchase of  
12 insurance?

13           A.    Yes.

14           Q.    What were those?

15           A.    He would obtain bids from different  
16 insurance company's, from brokers.

17           Q.    Did he also maintain policies?

18           A.    Yes.

19           Q.    When he was with E&P where did he maintain  
20 the policy?

21           A.    Either 102 East 31st Street or 969 3rd  
22 Avenue.

23           Q.    Have you asked him, meaning Mr. Adelman, to  
24 locate copies of policies?

25           A.    Yes.

1 Q. And was he able to do that?

2 A. No.

3 Q. Does he have any understanding as to what  
4 happened to the policies?

5 A. He looked through out all of our records and  
6 he couldn't find it. He called the Atlas firm and  
7 asked them to look for their records and we  
8 couldn't locate any.

9 Q. Did E&P have any kind of a document  
10 retention policy?

11 A. I don't understand that.

12 Q. Does it in the normal course of its business  
13 destroy documents after a certain number of years?

14 A. I don't know.

15 Q. Do you recall the names of any of the  
16 insurance carriers that insured Elite Industrial  
17 properties?

18 A. No.

19 Q. Did either Elite Industrial Park or E&P have  
20 a blanket insurance policy?

21 MS. SANDS: Objection to the form.

22 You can answer.

23 Q. Do you know what a blanket insurance policy  
24 is?

25 A. Explain it to me.

1 Q. Policy that covers more than one property.

2 A. Yes.

3 Q. Is that your understanding, that these  
4 entities had blanket insurance policies?

5 A. Yes.

6 Q. And you don't recall the name of any of the  
7 insurance carriers that you dealt with?

8 A. No.

9 Q. Do you recall what policy limits you had for  
10 Elite Industrial Park at anytime?

11 MS. SANDS: Objection to the form.

12 You can answer.

13 A. No.

14 (Transfer of lease hold is marked as Exhibit  
15 Palin-1 for identification)

16 Q. Are you familiar with the document marked as  
17 Palin-1?

18 A. Looks like it transfers interest from Elite  
19 Industrial Park, right? Let me see. Elite  
20 Industrial Park to E&P Enterprises.

21 Q. This purports to transfer the lease hold  
22 interest --

23 A. Yes.

24 Q. -- that Elite Industrial Park had over to  
25 E&P Enterprise Co.?



1       A.   Right.

2       Q.   December 17, 1974, does that refresh your  
3   recollection that E&P Enterprise Co., took an  
4   interest in Elite Industrial Park?

5       A.   Yes, it does.

6       Q.   Okay.

7       A.   As a tenant.

8       Q.   And the secretary, you are saying Irving  
9   Olanoff was the secretary that signed that?

10      A.   Yes, I remember that.

11      Q.   Is E&P Enterprise Co., still in existence?

12      A.   No.

13      Q.   When did it cease to be in existence?

14      A.   I can't recall.

15      Q.   Was it in the '80's or the '90s?

16      A.   Had to have been after 1975.

17      Q.   Right.

18      A.   Possibly beginning of the '80s.

19      Q.   Was it dissolved?

20      A.   Yes.

21      Q.   Why was it dissolved?

22      A.   I can't recall.

23      Q.   What happened to its assets?

24      A.   Pardon me?

25      Q.   What happened to its assets?

1       A.   It went to Palin Enterprises.

2       Q.   And do you recall when that transaction took  
3 place?

4       A.   No.

5       Q.   Why did, why were the assets transferred to  
6 Palin Enterprises?

7                   MS. SANDS: I am going to object to the  
8 form but you can answer.

9       A.   Just so that my name would appear in the  
10 company.

11      Q.   Why not change the name?

12      A.   It might have changed the name, I don't  
13 know. I don't know how they did it.

14      Q.   Who is the they? What lawyers were  
15 involved?

16      A.   The accountants.

17      Q.   Do you recall the name of the accountant  
18 that was involved or accountants?

19      A.   Might have been Shanholtz at the time.

20      Q.   And did E&P Enterprise Co., own Elite -- the  
21 lease hold interest in Elite Industrial Park at  
22 the time that it transferred its assets to Palin  
23 Enterprises?

24      A.   I don't believe so.

25      Q.   What assets did it have at the time that it

1 transferred them to Palin Enterprises?

2 A. E&P?

3 Q. Yup.

4 A. Some industrial buildings in Elizabeth, New  
5 Jersey.

6 Q. Are those industrial buildings owned by  
7 Palin Enterprises today?

8 A. Yes.

9 Q. And Palin Enterprises insures those  
10 buildings?

11 A. Yes.

12 Q. Do you know if Palin Enterprises insures  
13 those buildings as part of a blanket insurance  
14 policy?

15 A. Yes.

16 Q. Do you know if the blanket insurance policy  
17 that covers the Elizabeth Industrial Park also  
18 covered Elite Industrial Park, the buildings at  
19 Elite Industrial Park?

20 A. I can't recall that.

21 Q. Do you recall the name of the insurance  
22 company's that insure the Elizabeth Industrial  
23 Park?

24 A. Greater New York, I think it was. Greater  
25 New York Insurance Company.

1 Q. Do you know how long Greater New York  
2 Insurance Company insured the Elizabeth Industrial  
3 buildings?

4 A. Many years. I don't recall how many years,  
5 but many years.

6 Q. Have you looked in the files of the  
7 Elizabeth Industrial Park to determine whether or  
8 how far back the policies go?

9 A. Yes.

10 Q. And how far back do they go?

11 A. I have that. I think I gave you one of the  
12 latest -- the earliest one. The earliest one.

13 (Certification of Insurance is marked as  
14 Exhibit Palin-2 for identification)

15 Q. Can you identify the document we marked as  
16 Palin-2?

17 A. Insurance policy.

18 Q. It is not actually the policy, it is a  
19 certification of insurance, correct?

20 A. Yes.

21 Q. And it's for a policy period starting  
22 12/1/1988, do you see that? About a third of the  
23 way down.

24 A. Right.

25 Q. And this was a renewal policy?

1       A.   Yes.

2       Q.   Do you know how far back Greater New York  
3 Mutual issued policies to E&P?

4       A.   No.

5       Q.   Do you know if any claims were made against  
6 this policy?

7       A.   No.

8       Q.   Okay.

9       A.   I don't know.

10      Q.   Have you asked Mr. Adelman if he has a  
11 recollection of how far back Greater New York  
12 Mutual issued policies to E&P?

13      A.   Yes.

14      Q.   What did he say?

15      A.   This is the latest -- this is the furthest  
16 back that we have a record of.

17      Q.   Putting aside what we have a record of, did  
18 you ask him if he has a recollection of whether  
19 Greater New York Mutual issued a policy before  
20 12/1/1988?

21      A.   He has no recollection.

22      Q.   As a partner in E&P did you inspect Elite  
23 Industrial Park --

24                   MS. SANDS: I am going to object.

25      Q.   -- on a regular basis?

1       A. Not on a regular basis, on occasion.

2       Q. What would be the occasions you would  
3 inspect the property?

4       A. I have no recall of the occasions.

5       Q. Either in your capacity as president of  
6 Elite Industrial Park, Inc., or as partner in E&P  
7 when you did inspect the properties did you view  
8 what the tenants were doing?

9       A. Yes.

10      Q. You were able to see the nature of their  
11 operations?

12      A. Yes.

13      Q. Did you go inside the buildings?

14      A. Not really, no.

15      Q. Did you observe from the outside?

16      A. Yes.

17      Q. Did you observe the loading docks?

18                   MS. SANDS: Objection to form.

19                   You can answer.

20      Q. Were there loading docks at the buildings?

21      A. I can't recall.

22                   (Lease is marked as Exhibit Palin-3 for  
23 identification)

24      Q. When E&P transferred its assets to Palin  
25 Enterprises were there, was there an agreement to

1 that effect?

2 A. I don't believe so.

3 Q. How was the transfer effectuated?

4 A. I don't recall.

5 Q. Did you employ a lawyer?

6 A. Yes.

7 Q. And who was that?

8 A. Dreyer and Traub.

9 Q. And who from Dreyer and Traub?

10 A. Irving Traub.

11 Q. Do you know if Dreyer and Traub maintains  
12 any records relating to Elite Industrial Park?

13 A. I don't know that.

14 Q. You haven't inquired?

15 A. They're not in existence anymore.

16 Q. When did they cease to be in existence?

17 A. 20, 25 years ago.

18 Q. Okay.

19 A. 20 years ago.

20 Q. Did they merge or are they part of another  
21 firm now?

22 A. Everybody went to different firms.

23 Q. What about Mr. Traub?

24 A. He passed away.

25 Q. When did he pass away?

1       A. I can't recall.

2       Q. Do you have any idea what happened to your  
3 files?

4       A. No.

5       Q. Do you know if they were ever sent back to  
6 you?

7       A. I can't, I don't know that.

8       Q. I have marked as Palin-3 a copy of a  
9 document entitled, Lease between York Associates,  
10 Inc., and Elite Industrial Park, Inc. Are you  
11 familiar with that document?

12      A. Yes.

13      Q. Okay.

14      A. That's the one that was assigned to Airlite  
15 Aluminum.

16      Q. Did Elite Industrial Park, Inc., require its  
17 tenants to maintain insurance?

18      A. Yes.

19      Q. And how did you verify that tenants did in  
20 fact have insurance?

21      A. I imagine they would send us copies of the  
22 insurance policy.

23      Q. Was Elite named as an additional insured on  
24 those policies?

25      A. Yes.



1 Q. And did you maintain a file that had these  
2 copies of the policies of the tenants?

3 A. I can't recall that.

4 Q. Who from Elite would have been responsible  
5 for maintaining those?

6 A. Irving Olanoff.

7 Q. What about at E&P, who from E&P would have  
8 been responsible for maintaining those records?

9 MS. SANDS: I am going to object to the  
10 form.

11 You can answer.

12 A. Gary Adelman.

13 Q. I am going to run through a series of names  
14 of subtenants at the property and ask you a few  
15 follow-up questions, okay.

16 Does the name Top-Notch Industry mean  
17 anything to you?

18 A. No.

19 Q. You don't recall if Top-Notch Industry was a  
20 tenant at the property?

21 A. No.

22 Q. How about AAA Machine and Tool Corporation?

23 A. No.

24 Q. You don't recall if that company was a  
25 tenant?

1 A. No.

2 Q. How about C&J Custom Cycles?

3 A. No.

4 Q. No.

5 JR Fashion Corporation?

6 A. No.

7 Q. How about Ferber Plastics?

8 A. No.

9 Q. F-E-R-B-E-R.

10 You have no recollection of Ferber Plastics  
11 being a tenant?

12 A. No.

13 Q. H&G Industries?

14 A. No.

15 Q. No recollection of H&G Industries being a  
16 tenant?

17 A. No.

18 Q. Do you recall a company by the name of  
19 Marshal Clark Manufacturing?

20 A. Who?

21 Q. Marshal Clark?

22 A. No.

23 Q. Manufacturing?

24 A. No.

25 Q. How about RMS Sportswear, Inc.?

- 1       A.   No.
- 2       Q.   No?
- 3       A.   No.
- 4       Q.   Andre Doczy, D-O-C-Z-Y?
- 5       A.   No.
- 6       Q.   How about America National Supply and  
7 Machinery Company?
- 8       A.   No.
- 9       Q.   You have no recollection?
- 10      A.   No.
- 11      Q.   You thought you were doing good up to this  
12 point.
- 13      A.   This is a long time ago.
- 14      Q.   Okay.  
15            American Exclusion Tool and Die, Co.?
- 16      A.   No.
- 17      Q.   How about a company by the name of SBC  
18 Sports Company?
- 19      A.   No.
- 20      Q.   How about American Modern Metals, Co.?
- 21      A.   No.
- 22      Q.   That doesn't ring a bell with you?
- 23      A.   No.
- 24      Q.   How about Airlite Aluminum?
- 25      A.   Yes.

1 Q. What do you recall about Airlite Aluminum?

2 A. I sold the property to them.

3 Q. Do you know if American Model -- strike  
4 that.

5 Do you know if American Model, Co., was a  
6 predecessor to Airlite Aluminum?

7 A. I can't recall.

8 Q. When you say you sold the property to them?

9 A. I sold the lease hold.

10 Q. When did you do that?

11 A. I can't recall the date but I think --

12 THE WITNESS: Don't we have a transfer  
13 on that?

14 MS. SANDS: You had stated in your  
15 letter that they had stated in their letter that  
16 it was transferred in 1980.

17 THE WITNESS: Yeah.

18 MS. SANDS: But I believe that Mr. Palin  
19 couldn't recall the exact date.

20 MR. KASLOW: Okay. I have documentation  
21 that might refresh your recollection.

22 A. Okay.

23 (Assignment of Lease is marked as Exhibit  
24 Palin-4 for identification)

25 Q. Palin-4 is an Assignment of Lease from E&P

1 Enterprise Company to Airlite Aluminum Corporation  
2 dated February 15, 1980. Does that refresh your  
3 recollection as to the date?

4 A. Yes.

5 Q. And why did E&P Enterprise assign this lease  
6 to Airlite Aluminum Corporation in 1980, what was  
7 your reason?

8 A. I don't recall the reason.

9 Q. What was the purchase price, do you recall?

10 A. No.

11 Q. After E&P assigned its interest in the lease  
12 to Airlite Aluminum Corporation, what did it do  
13 with the proceeds from the sale?

14 A. I don't recall.

15 Q. Were any of the tenants at Elite Industrial  
16 Park affiliated with either Elite Industrial Park.  
17 Inc. Or E&P Enterprise, Co.?

18 A. No.

19 Q. Did you undertake any type of search to see  
20 if you had copies of any of the leases with  
21 tenants?

22 A. Yes.

23 Q. Were you able to locate any?

24 A. No.

25 Q. Do you have any idea what happened to your

1 records?

2 A. After a certain amount of time records are  
3 thrown away, this was 30 some odd years ago.

4 Q. And is that what you believe happened, that  
5 your records were thrown away?

6 A. I don't believe anything, I just don't know.

7 Q. Okay.

8 With regard to the insurance that Elite had  
9 or E&P had, do you know if the owners of the  
10 property were named as additional insureds?

11 A. I believe so.

12 Q. And that would have been York Associates,  
13 Inc.?

14 A. Yes.

15 Q. Southern Associates, Inc.?

16 A. I don't recall.

17 Q. How about Goldecks Holdings?

18 A. I don't know.

19 Q. Okay.

20 Did Elite Industrial Park, Inc., have a  
21 relationship with a particular bank?

22 A. I can't recall.

23 Q. Do you recall -- do you know if it took out  
24 any loans?

25 A. I can't recall.

1 Q. How about with respect to E&P?

2 A. I can't recall.

3 Q. You may have answered this question, do you  
4 recall the date when Palin Enterprises took over  
5 the assets of E&P?

6 A. I think it was in the mid to late '80's I  
7 said.

8 Q. Has Palin Enterprises taken out any loans  
9 since the mid '80s?

10 A. Yes.

11 Q. Has it dealt with any particular bank or  
12 banks?

13 A. Yes.

14 Q. Who is that?

15 A. Do you have -- tell me why you want to know  
16 this?

17 Q. Just trying to find leads to information  
18 that could lead to insurance policies. Often  
19 times banks have files that have some evidence of  
20 prior coverage.

21 A. National State Bank of Elizabeth, Chemical  
22 Bank, City Bank, Chase Bank.

23 Q. Were these loans that were taken out in the  
24 '80s'?

25 A. I don't recall.

1 Q. Could have been?

2 A. Could have been.

3 Q. Do you have the name of a particular banker  
4 at each of these banks that you dealt with?

5 A. I don't recall. National State Bank was Ken  
6 Boyles.

7 Q. B-O-Y-L-E-S?

8 A. Right. Chemical Bank was Joe Daluca. City  
9 Bank was Charles Eschman.

10 Q. Can you spell that?

11 A. E-S-C-H-M-A-N.

12 Q. Chase?

13 A. Tom Eschman.

14 Q. Brothers?

15 A. Cousins.

16 Q. Do you recall whether you required any of  
17 the tenants to provide you with the, with a list  
18 of the chemicals that they used while they were  
19 tenants?

20 A. No.

21 MS. SANDS: I am going to object to the  
22 form.

23 A. I don't recall.

24 Q. Do you recall learning what chemicals were  
25 used by any of the tenants?



1 MS. SANDS: I am going to object to the  
2 form.

3 A. I don't recall.

4 Q. Do you know if anyone within your  
5 organization, whether it was Elite or E&P, had  
6 knowledge of the chemicals that were used?

7 MS. SANDS: I am going to object again.

8 A. I don't recall.

9 Q. By the tenants?

10 A. I don't recall.

11 Q. Other than the transactions that you  
12 described, the transfer of the lease hold interest  
13 from Elite to E&P, and then the transfer of assets  
14 from E&P to Palin Enterprises, were there any  
15 other transfers to any other entities other than  
16 those?

17 MS. SANDS: Objection to the form. Do  
18 you mean -- can you clarify?

19 MR. KASLOW: Transfer of property.

20 MS. SANDS: From Elite, E&P?

21 MR. KASLOW: Well, by any of those  
22 entities.

23 A. I don't recall.

24 Q. Did Palin Enterprises manage the properties  
25 or property, Elite Industrial Park or did it hire

1 outside parties to do it?

2 A. No, they were never involved in Elite  
3 Industrial Park.

4 Q. Okay.

5 So the transfer of assets to, from E&P to  
6 Palin occurred after the sale of the lease hold  
7 interest to Airlite?

8 A. Yes.

9 Q. Does E&P ever hire an outside management  
10 company to manage their properties?

11 MS. SANDS: Object to the form.

12 You can answer.

13 A. I don't recall.

14 Q. What about Elite, did they ever hire an  
15 outside management firm?

16 MS. SANDS: Asked and answered.

17 A. I don't recall.

18 Q. When E&P sold its interest to Airlite do you  
19 know if E&P first conducted an appraisal of the  
20 property?

21 A. I don't think so.

22 Q. Do you know if there was a written  
23 agreement, other than the assignment, in  
24 connection with the sale of that property or the  
25 sale of the lease hold interest?

1       A. I can't recall of any other agreement.

2       Q. Did Elite or E&P undertake any type of  
3 construction of Elite Industrial Park?

4       A. No.

5       Q. Did it put up any new buildings?

6       A. No.

7       Q. Did it demolish any old buildings?

8       A. No.

9       Q. Did it install any type of catch basins or  
10 drains at the site?

11      A. I don't recall.

12      Q. Do you know if it had sewer lines?

13      A. I don't recall.

14      Q. Do you know if it had a septic system?

15      A. I don't recall.

16      Q. Is there someone from your organization that  
17 would have knowledge of that based upon your  
18 understanding of the roles that people played?

19      A. No.

20      Q. Did Elite or E&P install any aboveground  
21 storage tanks at the property?

22      A. No.

23      Q. How about underground storage tanks?

24      A. No.

25      Q. Do you know if any of the tenants installed

1 any aboveground storage tanks?

2 A. I don't know.

3 Q. What about any underground storage tanks?

4 A. I don't know.

5 Q. You don't know?

6 A. No.

7 Q. Do you know if Elite or E&P obtained any  
8 government permits for the property for the  
9 operation of the property?

10 A. I can't recall.

11 Q. Okay.

12 (Whereupon, a short recess is taken.)

13 Q. I want to go back to a couple areas that we  
14 touched on. First, I want to talk about the  
15 insurance broker that you used. Do you recall  
16 when you used Atlas? During what period of time.

17 A. No.

18 Q. Do you recall when you stopped using Atlas?

19 A. Yes, I went to someone else and I could find  
20 the date for you if you would like.

21 Q. Okay.

22 The name of the company you went to?

23 A. I think my memory is going a little short.  
24 Dubofsky.

25 Q. Can you spell it?

1       A.   D-U-B-O-F-S-K-Y.

2       Q.   Is that the name of the --

3       A.   I think that might be the name of the firm.

4       Q.   Okay.

5           Do you know where it is located?

6       A.   Yeah, in Long Island.

7       Q.   Do you know what town?

8       A.   No.

9       Q.   Is there a particular person at Dubofsky  
10 that you dealt with?

11      A.   Ned.

12      Q.   Ned Dubofsky?

13      A.   Yes.

14      Q.   Why did you leave Atlas to go to Dubofsky?

15      A.   Competitive bidding.

16      Q.   Did the move from Atlas to Dubofsky occur  
17 around the same time as when some of the  
18 environmental laws started to come into play?

19           MS. SANDS: I am going to object.

20      A.   I don't know.

21      Q.   Did the enactment of some of these  
22 environmental laws cause you to move from Atlas to  
23 Dubofsky?

24      A.   Definitely not.

25      Q.   Okay.

1           Whether it was Atlas or Dubofsky did you  
2 consult with anyone about compliance with the  
3 environmental laws?

4           MS. SANDS: I am going to object to the  
5 form.

6           A. I don't recall.

7           Q. Well, when you were obtaining insurance  
8 quotes did anyone from either the broker or the  
9 insurance carrier do any type of inspection of the  
10 property?

11           MS. SANDS: I'm sorry, the time frame  
12 here? Because we are talking about Atlas and we  
13 are talking about Dubofsky, I don't really know  
14 when the time frame is.

15           MR. KASLOW: That's because he doesn't  
16 know.

17           MS. SANDS: I know. But are you talking  
18 about whenever they got insurance? Insurance for  
19 this property. If you could just --

20           MR. KASLOW: Since he doesn't know the  
21 dates and everything is a blur I have to be  
22 general, then maybe I can get more specific.

23           Q. But with regard to your purchase of  
24 insurance --

25           MS. SANDS: At any time?

1 Q. At anytime. Do you recall whether the  
2 carriers inspected the properties?

3 A. They would have to.

4 Q. They conducted some type of an audit?

5 A. They inspected the properties.

6 Q. Did they note, do you recall them coming  
7 back and noting any deficiencies?

8 A. No, I don't recall.

9 Q. Did Ned Dubofsky have discussions with you  
10 about what type of deductibles you would have?

11 A. I don't recall.

12 Q. Same question with regard to Atlas?

13 A. I don't recall.

14 Q. Now, you had indicated that you thought that  
15 you may have had some blanket policy that covered  
16 not only Elite Industrial Park but other  
17 properties?

18 A. Yes.

19 Q. Okay.

20 Do you know how many other properties the  
21 blanket policy covered?

22 MS. SANDS: Object to the form.

23 A. I don't know exactly how many.

24 Q. Let me go back a little bit.

25 A. Could be over, could be 20 properties.

1 Q. Okay.

2 A. In other words, numerous.

3 Q. How many properties does Palin Enterprises  
4 own or is it affiliated with?

5 MS. SANDS: Now?

6 MR. KASLOW: Now.

7 A. 30. 25, 30.

8 Q. And how many, other than Palin Enterprises,  
9 how many other organizations are you affiliated  
10 with? Meaning organizations that own real estate.

11 A. Maybe another 30, 40.

12 Q. And of those 30 or 40 entities that you are  
13 affiliated with do you manage or control any of  
14 those entities?

15 A. Yes.

16 Q. Which ones?

17 A. The Manhattan and the New Jersey properties.

18 Q. When you say that, there are some -- of the  
19 30 or 40 how many entities do you --

20 A. I have properties all over the country.

21 Q. And so these properties are not owned under  
22 the Palin Enterprises --

23 A. Right.

24 Q. -- name?

25 A. Right.



1 Q. Do any of the properties that are not  
2 associated with Palin Enterprises are they covered  
3 by the same blanket insurance policies?

4 A. No.

5 Q. Do you use brokers other than Dubofsky for  
6 those properties?

7 A. My associates handle the brokers that they  
8 use.

9 Q. And these associates that are other than  
10 Palin Enterprises associates?

11 A. Yeah.

12 Q. Okay.

13 A. Palin Enterprises, me and my kids.

14 Q. When did your kids become involved in the  
15 management of Palin Enterprises?

16 A. They're not in the management, they are just  
17 in the ownership.

18 Q. They don't have any involvement in the  
19 management of Palin Enterprises?

20 A. Just my son.

21 Q. What is your sons name?

22 A. Dean.

23 Q. When did Dean become involved in the  
24 management of Palin Enterprises?

25 A. About 10 years ago.

1 Q. Does he have anything to do with the  
2 purchase of insurance for Palin Enterprises?

3 A. No.

4 Q. What are his duties and responsibilities?

5 A. He is there everyday. Whatever happens.

6 Q. Does he have a job title?

7 A. No, not really.

8 Q. Do you have a job title?

9 A. No.

10 Q. Does anyone have a job title at Palin  
11 Enterprises?

12 A. You kidding me or are you serious?

13 Q. Dead serious.

14 A. We all have duties, I don't know if we have  
15 titles.

16 Q. Okay.

17 When you purchased insurance did you ever  
18 purchase excess coverage?

19 A. Excess coverage?

20 Q. Meaning in addition to the primary coverage  
21 that you were purchasing.

22 A. Sure.

23 Q. In connection with Elite Industrial Park?

24 A. I don't recall that.

25 Q. Now, you told me at the beginning of the

1 deposition that you initially purchased a one  
2 third interest in Elite?

3 A. No -- did I? Yeah, could be.

4 Q. Right. Mr. Okin held the other two thirds?

5 A. I didn't purchase it. He was my uncle so he  
6 gave it to me.

7 Q. He gave you a one third interest?

8 A. Yeah.

9 Q. Was there a time when you obtained the other  
10 two thirds?

11 A. When he passed away.

12 Q. You inherited the other two thirds interest?

13 A. No, I bought it.

14 Q. You bought it?

15 A. Yeah.

16 Q. Okay.

17 So Benjamin Okin was your uncle?

18 A. Yes.

19 Q. What was the reason why you entered into a  
20 50 year lease for the property?

21 A. They wouldn't give me a 100 year lease.

22 Q. Did you consider a lower term lease with  
23 options?

24 A. I can't recall what I considered 50 years  
25 ago. Was it 50 years or 40 years?

1 Q. Over 50.

2 A. Over 50. That's a long time. Do you recall  
3 what happened to you 50 years ago?

4 Q. I do, I was born.

5 Now, I had asked you about whether either  
6 Elite or E&P had ever hired an outside management  
7 company to manage the property and you said you  
8 don't know, correct?

9 A. Correct.

10 Q. Do you have an on site superintendent or  
11 someone who handled the day to day issues relating  
12 to the property?

13 A. I don't recall.

14 Q. What would happen if there was a problem  
15 with the --

16 A. I mean, I had someone but I don't recall who  
17 it was.

18 Q. Okay.

19 Was it somebody on site?

20 A. Yeah.

21 Q. They went there everyday?

22 A. Yeah.

23 Q. They were, did they have a job title?

24 A. Superintendent.

25 Q. Was it the, do you know if it was the same

1 person or did it change around?

2 A. I don't recall.

3 Q. Okay.

4 And he, this person reported back to you?

5 A. Yes.

6 Q. Do you recall if you ever received any  
7 notification from the municipality, from the town,  
8 City of Kearny or any other government agency  
9 about violations at the property?

10 A. I don't recall.

11 Q. I had asked you the names of, if you recall  
12 the names of any of the tenants and I gave you a  
13 list of the names. Do you recall any of the names  
14 of tenants that were at the property?

15 A. One other tenant I remember.

16 Q. Who was that?

17 A. Mande Shops.

18 Q. Was Mande Shops a tenant at the property in  
19 1959?

20 A. No.

21 Q. When you first --

22 A. No, he was, I don't remember when he was.  
23 He was a friend of mine, that's why I remember  
24 him.

25 Q. Who was a friend?

1       A. Leon Mandelbaum. Don't look for him, Leon  
2 is not around anymore.

3       Q. You don't recall who was a tenant at the  
4 property when Elite first took the lease?

5       A. No, I don't.

6       Q. Did you use Dreyer and Traub to do the  
7 leasing of the property?

8       A. Yes.

9       Q. You didn't use any one in New Jersey, local  
10 counsel?

11      A. I think I used Dreyer and Traub.

12      Q. What was the reason why you decided to sell  
13 the property, your interest in the property?

14      A. I don't recall the reason, but there is many  
15 times I sell things and I regret it. Many times I  
16 sell things and I don't regret it. I don't know,  
17 he came to me and Airlite offered me a price that  
18 I thought was fair and I took it.

19      Q. What did you base it on the price?

20      A. I don't recall. I really don't recall.

21      Q. Okay.

22      A. I don't recall the price.

23      Q. At anytime during your involvement with the  
24 property, did you become aware of any  
25 environmental problems at the site?

1           A.   No.

2           Q.   Do you recall whether any, whether either  
3 Elite or E&P ever made any claims to insurance  
4 company's?

5           A.   I don't think so.

6           Q.   Do you recall ever retaining the services of  
7 a public adjuster?

8           A.   No.

9           Q.   When these tenants of yours left, whether  
10 their term expired or for whatever reason, did you  
11 have a practice or policy to go into the space and  
12 inspect it?

13          A.   On occasion.

14          Q.   Were there times when a tenant would leave  
15 that you wouldn't go back in to look at it?

16          A.   Yeah, I would call the guy and say how is  
17 the space.

18          Q.   The guy being the superintendent at the  
19 site?

20          A.   Yes.

21          Q.   And he would inspect it on your behalf?

22          A.   Right.

23          Q.   Okay.

24                 How did you determine what limits to put on  
25 the, your insurance policy or policies?

1       A.   The broker.  We had a blanket policy with a  
2 maximum coverage and it went up to the maximum on  
3 each property.

4       Q.   Do you recall what those maximums were?

5       A.   No.

6       Q.   When Elite transferred the lease hold to  
7 E&P, do you know if the same insurance remained in  
8 effect or did E&P purchase new policies?

9       A.   Same insurance stayed in effect.

10      Q.   And did, getting back to the transaction,  
11 when Elite transferred its lease hold to E&P, did  
12 E&P assume all of Elites liabilities associated  
13 with the property?

14      A.   I can't recall.

15      Q.   And you don't recall whether there was any  
16 document reflecting the transfer?

17      A.   No.

18      Q.   What other company's are affiliated with  
19 Palin Enterprises?

20      A.   Numerous company's.

21      Q.   Do you recall the names?

22      A.   I can't recall.

23      Q.   Do you recall any of the names?

24      A.   Carrard Management.

25      Q.   How do you spell that?



1       A.   C-A-R-R-A-R-D. Ardan Realtor, A-R-D-A-N.

2       Q.   Any others?

3       A.   I can't recall.  What are you looking for,  
4 tell me and I will be able to answer you.

5       Q.   I am looking for the name of the  
6 company's --

7       A.   Palin is associated with?

8       Q.   Yes, sir.

9       A.   Palin is not associated with Ardan, cross  
10 them off.

11      Q.   What is Ardan?

12      A.   That's my company.

13      Q.   That's your company.  And it owns real  
14 estate?

15      A.   In Manhattan.

16      Q.   Do your other company's use the same broker  
17 currently, insurance broker?

18      A.   Yes.

19      Q.   Did they in the past?

20      A.   They use Atlas and they moved to Dubofsky.

21      Q.   So all your entities at one time used Atlas  
22 as the broker and then when you decided to make  
23 the move to Dubofsky they all moved?

24      A.   Yes.

25      Q.   And you also gave me a list of banks that

1 you dealt with.

2 A. Yes.

3 Q. And these are banks that have financed your  
4 properties, whether they're associated with Palin  
5 Enterprises or otherwise?

6 A. I didn't say they financed them. I do  
7 business with them. I make deposits.

8 Q. You don't borrow money from them?

9 A. I do. Some of them.

10 Q. Are these recourse loans or nonrecourse  
11 loans?

12 A. Some are recourse some are not.

13 Q. Okay.

14 And with regard to the recourse loans, do  
15 they require that you provide them with personal  
16 financial statements?

17 A. Yes.

18 Q. When did you first start to do loans that  
19 were recourse loans?

20 A. I can't recall that.

21 Q. Was it in the '90s, the '80s?

22 A. I don't recall.

23 Q. Could have been?

24 A. I don't think so. Most of my loans are  
25 nonrecourse mortgages.

1 Q. Do you recall any recourse loans?

2 A. Not really, no.

3 Q. Do you recall providing financial statements  
4 to your banks?

5 A. My accountants do that, yes.

6 Q. How many people work for Palin Enterprises?

7 A. 25, 30.

8 Q. Do they also work for your other entities?

9 A. Some do, yes.

10 Q. Getting back to the period when you -- now I  
11 am talking about the period when Elite owned the  
12 interest in the property. Did Elite file tax  
13 returns on its behalf?

14 A. Yes.

15 Q. Separately?

16 A. I imagine. I don't recall but I imagine.

17 Q. Did it file returns jointly with any other  
18 entities?

19 A. No.

20 Q. Okay.

21 What about with regard to E&P, that was a  
22 limited partnership?

23 A. Yes.

24 Q. Did it file a separate tax return?

25 A. I don't recall.

1 Q. Okay.

2 And what about with regard to Palin  
3 Enterprises, does that file one tax return for all  
4 of its various affiliates?

5 A. Yes.

6 Q. Consolidated returns?

7 A. Yes.

8 Q. Okay.

9 Have there been any tax appeals taken on the  
10 property?

11 A. On which property?

12 Q. Elite Industrial.

13 A. I don't recall.

14 Q. Okay.

15 A. I don't recall.

16 Q. Okay.

17 Have you, do you have separate tax  
18 accountants or tax attorney's that handle any  
19 aspect of the Elite Industrial property?

20 A. No, my regular accountants would.

21 Q. You don't employ anyone than your regular  
22 accountants, special tax attorneys or tax  
23 accountant?

24 A. No.

25 Q. Do you have any in-house counsel?

1 A. No.

2 Q. None of the 20 or 30 people --

3 A. Are lawyers.

4 Q. Are lawyers, correct?

5 A. Definitely would not hire an attorney in my  
6 house.

7 Q. Is that the secret to your success?

8 A. That's the reason why I am here today.

9 Q. Do you know if there were any underground  
10 storage tanks at the property?

11 A. I don't know.

12 Q. Do you know if there were any above storage  
13 tanks?

14 A. I don't know.

15 Q. Did you become aware of any spills  
16 occurring?

17 A. Any what?

18 Q. Any spills of chemicals or hazardous  
19 substances?

20 A. No.

21 Q. Do you know if any sampling was done?

22 A. Any what?

23 Q. Sampling of either soil or groundwater by  
24 Elite or E&P --

25 A. I have no knowledge of anything.

1 Q. Let me complete the question.

2 A. I thought it was completed.

3 Q. I was almost there.

4 A. Do you want to start all over.

5 Q. Yeah.

6 A. Okay.

7 Q. Do you have any knowledge of any sampling of  
8 soil or underground water -- groundwater rather,  
9 while either Elite or E&P owned an interest in the  
10 property?

11 A. No.

12 Q. Was there any soil ever excavated from the  
13 property?

14 A. I don't recall.

15 Q. Do you know if any of the tenants used any  
16 chemicals at the property?

17 A. I don't recall.

18 Q. Do you know if, how many chemicals were  
19 disposed of?

20 A. I wouldn't know.

21 Q. Did you maintain any storage facilities at  
22 the Elite Industrial property?

23 A. No.

24 Q. Okay.

25 A. I wouldn't, why would I?

1 Q. What about storage of your records?

2 A. My records were stored at my office.

3 Q. You didn't take any of the old records and  
4 move them to Elite Industrial Park?

5 A. No.

6 Q. Do you know how the property Elite  
7 Industrial Park was heated?

8 A. I don't recall.

9 Q. You don't recall if it was gas or oil?

10 A. I don't recall.

11 Q. Okay.

12 A. I don't recall, probably gas or oil.

13 Q. Can you think of any other place where your  
14 business records could be located today?

15 A. No..

16 Q. Are you a resident of New York or New  
17 Jersey?

18 A. New York.

19 Q. Do you live on Park Place? Is that your  
20 address.

21 A. That's my office.

22 Q. What is your home address?

23 A. 740 Park Avenue.

24 Q. Do you recall ever retaining New Jersey  
25 lawyers?

1 MS. SANDS: For anything?

2 MR. KASLOW: For anything.

3 A. Sure.

4 Q. In connection with your business?

5 A. Yeah.

6 Q. Other than Wolff and Samson?

7 A. Yes.

8 Q. Who was that?

9 A. Warren Wilentz. Wilentz, Goldman & Spitzer.

10 Q. What was that related to?

11 A. If I had any problems.

12 Q. Relating to properties that you owned in New  
13 Jersey?

14 A. Well, a lot of political -- Warren was one  
15 of my best friends so we did many things together.

16 Q. Do you know if the Wilentz firm ever  
17 represented any of your company's in connection  
18 with real estate holdings?

19 A. I can't recall.

20 Q. It is possible?

21 A. Possible, yeah.

22 Q. Have you asked them for, to look for any  
23 files that they may have?

24 A. No.

25 Q. Any other lawyers that you would have dealt



1 with in New Jersey?

2 A. Dennis Smith of Chancey, Callahan and Smith.

3 Q. And that was in connection with what?

4 A. When a tenant owes me money he is my  
5 collection attorney.

6 Q. Do you recall if he represented your  
7 interest with respect to Elite Industrial Park?

8 A. I don't recall.

9 Q. Is it possible?

10 A. I don't -- that's a long time ago, I don't  
11 think so.

12 Q. Why don't you think so?

13 A. Maybe he only represented me for the last 30  
14 years, 25 years.

15 Q. And you think the Wilentz firm may have  
16 represented you longer than that?

17 A. Yes.

18 Q. How about any other accountants in New  
19 Jersey?

20 A. No.

21 MR. KASLOW: I am going to request that  
22 you make an inquiry of those firms to see if they  
23 have any files relating to --

24 MS. SANDS: The two law firms Wilentz,  
25 Goldman & Spitzer and Chancey, Callahan and Smith?

1 MR. KASLOW: Yeah.

2 Q. The supervisor or superintendent that was on  
3 site, did he make written reports to you?

4 A. No.

5 Q. Did he report directly to you or to anyone  
6 else?

7 A. To me.

8 Q. You had indicated that Dreyer and Traub is  
9 no longer in existence, right? Mr. Traub is  
10 deceased, is that correct?

11 A. Yes.

12 Q. Do you have any idea where, whether that  
13 firm or Mr. Traub transferred files --

14 A. No.

15 Q. -- to another firm?

16 A. No.

17 Q. Are you aware of any lawsuits that were  
18 filed in connection with the property?

19 A. No.

20 Q. Other than like a tenancy action or a  
21 collection action?

22 A. You mean one that I filed?

23 Q. Or one that was filed where you were named  
24 as a defendant?

25 A. No.

1 Q. Or your entities were named as the  
2 defendant?

3 A. I don't recall.

4 Q. Do you recall a time when the files were  
5 actually destroyed?

6 A. No.

7 Q. In other words there was no particular event  
8 where you decided one day you are going to get rid  
9 of your files?

10 A. No.

11 Q. They kind of were destroyed in the normal  
12 course?

13 A. No, I don't know if they were destroyed. We  
14 couldn't find them. A lot of times who knows what  
15 happens to these, I don't know. I really don't  
16 know what happens to old files.

17 Q. Is there anyone in your organization who has  
18 any recollection of the destruction of files?

19 A. No.

20 Q. When you paid the premiums for these  
21 insurance policies, who wrote out the checks?

22 A. Bookkeeper.

23 Q. A bookkeeper?

24 A. Yeah.

25 Q. Was there a particular bookkeeper?

1       A. Well, there was Irving Olanoff and then  
2 there was Gary Adelman after him.

3       Q. And they physically wrote out the checks?

4       A. Yes.

5       Q. Okay.

6             You said Adelman is still alive, right?

7       A. Yes.

8       Q. Have you asked him if he recalls the names  
9 of the insurance company's that he wrote the  
10 checks out to?

11       A. The only ones that he remembers is the ones  
12 we went searching in the files and we gave you a  
13 copy of what we found.

14       Q. Do you maintain copies of cancelled checks?

15       A. For a certain period of time we do, I  
16 imagine. I don't, I really don't know.

17       Q. Would Mr. --

18       A. That would be up to the accountants, I  
19 guess.

20       Q. Okay.

21             And who in particular would know the answer  
22 to that?

23       A. The accountants, I guess.

24       Q. Is there anyone in particular?

25       A. Allen Hoffman.

1 Q. Okay.

2 MR. KASLOW: Again, we make that inquiry  
3 to see if, you had accountants or his bookkeeper,  
4 knows how long they maintained the checks.

5 Q. What about files that may have contained  
6 payable invoices?

7 A. I have no idea about that.

8 Q. Would the accountants know?

9 A. Yes.

10 Q. Okay.

11 Did Elite prepare financial statements, do  
12 you recall?

13 A. I don't recall.

14 Q. What about E&P?

15 A. I don't recall.

16 Q. And the, where did you maintain documents  
17 relating to the blanket policies that covered  
18 multiple sites?

19 A. The main office.

20 Q. And have you searched those records, the  
21 records of other sites to see if there is any  
22 evidence of insurance at the Elite Industrial  
23 site?

24 A. Elite Industrial you mean in Kearny?

25 Q. In Kearny.

1           A. I don't know.

2           Q. My question is, have you searched the  
3 records of your other, of other sites that are  
4 affiliated with Palin Enterprises or any of your  
5 other entities?

6           A. All those records are kept in one office.

7           Q. Anyone gone through those records to see --

8           A. Yes.

9           Q. Let me finish the question.

10                  Anyone go through those records to see if  
11 there is any evidence of insurance that would have  
12 covered the Kearny site?

13           A. Are you finished?

14           Q. Yes.

15           A. Yes.

16           Q. And who did that search?

17           A. Gary Adelman.

18           Q. And did he relay to you what he found?

19           A. He gave me that certification.

20           Q. And did he tell you there was nothing else?

21           A. Right.

22                          MR. KASLOW: We are going to take  
23 another quick break.

24                          (Whereupon, a short recess is taken.)

25           Q. More follow up questions.

1           You said that you acquired the other two  
2 thirds interest in Elite after your uncle died?

3       A.   Yes.

4       Q.   When was that?

5       A.   I don't recall when he died. I can find out  
6 for you when he died.

7           THE WITNESS: Do you want to mark that  
8 down, I will find out.

9       Q.   Was it in the '60s or '70s?

10      A.   I think it might have been in the '70s.

11      Q.   And then you also indicated that your  
12 lawyers, Dreyer and Traub, ceased to exist, they  
13 were your primary lawyers?

14      A.   Yeah.

15      Q.   After Dreyer and Traub ceased to exist who  
16 became your primary attorneys?

17      A.   Irving Alger.

18      Q.   Where does he practice?

19      A.   90 Park.

20           MS. SANDS: Was his last name A-L-G-E-R?

21      Q.   Do you recall when he first employed him?

22      A.   Right after Dreyer and Traub.

23      Q.   You don't remember the date?

24      A.   No.

25      Q.   Have you inquired of Irving if he has any

1 files related to the Kearny property?

2 A. No, I haven't acquired. If you would like  
3 me to I will.

4 Q. Yes.

5 Does Palin Enterprises have an office  
6 manager?

7 A. Yes.

8 Q. Who is that?

9 A. Gary Adelman.

10 Q. When you received the subpoena that we  
11 issued what did you do next in order to comply  
12 with it?

13 A. I called --

14 Q. Counsel?

15 A. -- counsel.

16 Q. Okay.

17 A. And told them to answer for me.

18 Q. You don't have to tell me what was told to  
19 them. Tell me what efforts -- did you delegate  
20 within your organization who would be responsible  
21 for trying to locate the documents?

22 A. Yes.

23 Q. Who did you delegate it to?

24 A. Gary.

25 Q. Did Gary delegate it to anyone?



1       A.  No, that I don't know.

2       Q.  Okay.

3       A.  He might have.

4       Q.  Did you, did your son Dean get involved in  
5 trying to locate documents?

6       A.  No.

7       Q.  Do any of your other children have any  
8 duties and responsibilities with respect to Palin  
9 Enterprises or any other entity that you own?

10      A.  They have children, my two daughters.

11      Q.  What are your daughter's names?

12      A.  Dorothy, she was married to the lawyer so  
13 she doesn't like lawyers anymore.  And Andrea.

14      Q.  Is Dorothy's last name Palin?

15      A.  She changed it back to Palin.  How did you  
16 know that?

17      Q.  She didn't want to be associated with the  
18 lawyer.

19             And Andrea, her last name?

20      A.  Fayer, F-A-Y-E-R.

21      Q.  Have you ever gotten any notices regarding  
22 environmental claims at any of the other  
23 properties that you are affiliated with?

24      A.  What do you mean?  Other environmental.

25      Q.  We are not talking Kearny, the other

1 properties that you or any of your entities own,  
2 you ever received a claim relating to an  
3 environmental problem at any of those properties?

4 A. Sure, in New Jersey.

5 Q. Not uncommon?

6 A. Not uncommon.

7 Q. And do you recall when you received the  
8 first claim?

9 A. No.

10 Q. When you received the claim did you submit  
11 the claim to your broker or one of the carriers?

12 A. No, we worked it out with the state.

13 Q. What do you mean?

14 A. I have an environmental consultant John  
15 Brennan.

16 Q. John Brennan?

17 A. Yeah.

18 Q. That's the name of his company, John  
19 Brennan?

20 A. Yeah.

21 Q. And have you been involved in any litigation  
22 relating to any of the other properties?

23 A. No.

24 Q. None of the environmental claims have  
25 resulted in litigation?

1 A. No.

2 Q. The answer is yes?

3 A. They were all -- yeah, no.

4 Q. We are confused.

5 A. No litigation.

6 Q. Okay.

7 How many claims has John Brennan been  
8 involved in?

9 A. I can't recall.

10 Q. Have any insurance company's paid on any  
11 claims for environmental problems?

12 A. No.

13 Q. Have you been involved in any cleanups of  
14 environmental issues relating to any of your  
15 properties?

16 A. Yes.

17 Q. How many?

18 A. About five. Four or five.

19 Q. Were all of these after 1986?

20 A. All of them.

21 Q. So you didn't have any insurance to cover  
22 it?

23 A. No.

24 Q. Okay.

25 A. The tenants left me with the ball of wax.

1 Q. Okay.

2 And you didn't make any claims to any  
3 carriers relating to those environmental problems?

4 A. No. I'm sorry, a lot of times I shake my  
5 head.

6 Q. I understand.

7 A. That's common?

8 Q. A deposition is not a natural way to  
9 communicate. So you have to get used to it.

10 A. You write me a letter I will answer it.

11 Q. What percentage of your time do you spend on  
12 your various business entities?

13 A. Business day. My business day.

14 Q. Do you have another residence?

15 A. Yes.

16 Q. Where is that?

17 A. I have one in Florida.

18 Q. Whereabouts?

19 A. Miami.

20 Q. And do you spend time there?

21 A. My wife passed away and I haven't been there  
22 in a long time. Maybe I go there twice a year.  
23 This year I was there twice.

24 Q. Have you ever used 1031 exchanges with  
25 regard to a disposition of any of your properties?

1 A. Yes.

2 Q. When was the first time you did that?

3 A. I don't recall.

4 Q. Did you use an attorney to handle the  
5 transaction?

6 A. Irving Alger.

7 Q. Any other attorneys?

8 A. Mainly Irving.

9 Q. When you switched from Atlas to Dubofsky,  
10 you said that they were more competitive?

11 A. Yes.

12 Q. Did you do some kind of comparison between  
13 Atlas and Dubofsky?

14 A. Yes.

15 Q. Who was involved in that analysis?

16 A. Gary Adelman and I have an insurance  
17 consultant.

18 Q. Who is the insurance consultant?

19 A. Gary Salt.

20 Q. Gary Salt, S-A-L-T?

21 Where is he located?

22 A. New Jersey someplace.

23 Q. And what -- did he issue a report to you?

24 A. Did he issue a report.

25 Q. Yeah, when he did that analysis?

1       A. No, found the better policy and the cheaper  
2 price.

3       Q. And have you inquired of Gary Salt whether  
4 he has any information relating to the policy?

5       A. He never represented me then. He started  
6 the last, he only started to represent me in the  
7 last 15 years.

8       Q. But is it possible you have some historical  
9 information?

10      A. No.

11      Q. How do you know, did you inquire?

12      A. No.

13      Q. Do you know where in New Jersey he is  
14 located?

15      A. I will find out for you.

16      Q. Okay. Or the name of his business?

17      A. I will find out for you.

18      Q. When you paid the premiums did you, do you  
19 recall if you paid them directly to the insurance  
20 company or to the broker that you were using at  
21 the time?

22      A. To the broker.

23      Q. Do you recall the name of the bank or banks  
24 that Elite used for checking?

25      A. No.

1 Q. You don't recall any names?

2 A. No.

3 Q. What about E&P?

4 A. I don't recall the names.

5 Q. Who from your organization would know the  
6 name of the bank or banks?

7 A. Gary Adelman.

8 Q. Often times you can find, if they keep  
9 records of the cancelled checks, you can find  
10 information relating to the old insurance  
11 company's that you had but in order to do it is  
12 helpful if you know the ID number of the company  
13 that wrote the check. Like the Elite ID number or  
14 E&P ID number?

15 A. You want me to remember that?

16 Q. I assume you don't know those.

17 A. I might remember it.

18 Q. You do?

19 A. You know what I remember, in 1953 I was  
20 discharged from the army, I remember my US number,  
21 US21103040. Don't ask me my social security or  
22 anything else.

23 Q. Do you know your social security number?

24 A. Yeah.

25 Q. What is your social security number?

1 MS. SANDS: I am going to object.

2 A. 874-86 -

3 MS. SANDS: Before you do that why do  
4 you need his social security number on the record?

5 MR. KASLOW: I don't have to do it on  
6 the record, you can do it off the record.

7 MS. SANDS: Why do we need the social  
8 security number?

9 MR. KASLOW: It is going to help if we  
10 can locate the name of the bank to try to find  
11 copies of cancelled checks.

12 A. I gave you my US number, I don't know my  
13 social security number. If you want I will find  
14 it out for you.

15 MR. KASLOW: You can give me that off  
16 the record and I would like also to get the ID  
17 numbers of Elite and E&P.

18 Q. Who were --

19 MS. SANDS: Can you send me a letter  
20 requesting those two things.

21 MR. KASLOW: Absolutely.

22 Q. Who were the signatures to your bank  
23 accounts, Elite and E&P bank accounts?

24 A. I am.

25 Q. Anyone else?



1       A. I don't recall.

2       Q. Could anyone else write checks?

3       A. I don't recall. I don't think so.

4       Q. Did you also maintain a separate account or  
5 separate accounts for tenant security deposits?

6       A. I don't think we did for -- I don't recall.

7       Q. Okay.

8             You said you had a superintendent at the  
9 site, you don't remember his name?

10      A. No.

11      Q. Did he have an office there?

12      A. I don't recall.

13      Q. You don't recall. He must of had it  
14 someplace.

15      A. In the boiler room probably.

16      Q. In the boiler room?

17      A. Yeah.

18      Q. Would your payroll records reflect his name?

19      A. If I had them sure, they might.

20      Q. Did you use any outside payroll company?

21      A. Not on that, no.

22      Q. Not in connection with the Kearny property  
23 ever?

24      A. Not with New Jersey, no.

25      Q. No New Jersey employees were ever --

1       A.   I don't think so.

2       Q.   Do your other entities use an outside  
3 payroll company?

4       A.   I think they use ADP now.

5       Q.   Do you know when they started to use ADP?

6       A.   No, I don't remember that.

7       Q.   When you employed this Gary Salt to do the  
8 analysis did he assist you also in determining  
9 what kind of deductibles you would have on the  
10 policy?

11      A.   Yes.

12      Q.   Before Gary Salt who did that analysis?

13      A.   I don't recall.

14      Q.   Was it somebody at Atlas?

15      A.   I don't know.

16      Q.   Okay.

17            Did Gary Salt also determine what type of  
18 policy limits --

19      A.   Yes.

20      Q.   -- you should have for the property?

21      A.   Yes.

22      Q.   Do you know how he did that?

23      A.   No.

24      Q.   Was it based on square footage?

25      A.   I don't know.

1 Q. You don't know.

2 When Elite transferred the property, the  
3 lease hold to E&P, was there any type of title  
4 report that was issued?

5 A. Title report?

6 Q. Yeah.

7 A. I don't know.

8 Q. How about when E&P transferred to Palin?

9 A. They never transferred it to Palin the  
10 property was sold before that.

11 Q. Right, I got it.

12 Do you know if E&P --

13 A. Palin had no connection with that property  
14 because it was sold by E&P.

15 Q. Sold before but assets from E&P were then  
16 transferred to Palin, correct?

17 A. Other assets.

18 Q. What about the proceeds from the sale of the  
19 E&P lease hold?

20 A. I don't know what happened to them. I don't  
21 think that was held in the bank. I doubt it.

22 Q. Was that distributed to you?

23 A. I don't know. I really don't know.

24 Q. It was distributed to you or transferred to  
25 Palin Enterprises, right?

1       A. I don't know where it was.

2       Q. Had to be one of those two things.

3       A. I don't know.

4       Q. Can you think of anything, any other  
5 distribution that could have been made?

6       A. No.

7       Q. Okay.

8       A. I don't know if there was a distribution. I  
9 don't know how much it was.

10             What was the sales price?

11       Q. Well, the sale price was \$650,000.

12       A. 650, okay.

13       Q. Does that refresh your recollection?

14       A. Well, now you are telling me.

15       Q. You said there was no mortgage on the  
16 property, right?

17       A. No. There might have been debt, I don't  
18 know.

19       Q. So do you know what happened to the  
20 \$650,000?

21       A. No.

22       Q. And what I am suggesting is either it went  
23 to you as the general partner or it was  
24 transferred to Palin?

25       A. Or E&P.

1 Q. Excuse me?

2 A. Or E&P.

3 Q. Well, E&P was a partnership that you said  
4 dissolved.

5 A. Yeah.

6 MS. SANDS: I am going to object to you  
7 testifying. The lawyer testifying. He says he  
8 doesn't know what happened to the \$650,000.

9 MR. KASLOW: I am exploring the  
10 possibilities.

11 MS. SANDS: He doesn't know. You're  
12 exploring what you think happened to it. Mr.  
13 Palin doesn't know what happened to it. So can we  
14 move on, please.

15 MR. KASLOW: Well --

16 MS. SANDS: You can ask him a question.

17 MR. KASLOW: That's what I am trying to  
18 do.

19 A. Go ahead.

20 Q. So, you know that it was \$650,000?

21 A. No, I don't know, you know.

22 Q. Okay.

23 Whatever the sale price was you don't know  
24 what happened to the proceeds?

25 A. Right.

1 Q. Is that your testimony?

2 A. Right.

3 Q. You don't know if those proceeds were  
4 distributed to you personally, correct?

5 A. I don't know what happened to them.

6 Q. Okay.

7 You don't know if those assets were  
8 transferred to Palin Enterprises, correct?

9 A. Right.

10 Q. But you do know that E&P was dissolved after  
11 the sale of the property, correct?

12 A. Right.

13 Q. Okay.

14 You indicated earlier that you don't recall  
15 the names of any of the banks that you had a  
16 checking -- Elite had a checking account for?

17 A. Right.

18 Q. Do you know if it was one bank or more than  
19 one?

20 A. I don't know.

21 Q. Same question with regard to E&P?

22 A. I don't know.

23 Q. Do you know if it was one bank or more than  
24 one bank?

25 A. No.

1 Q. What about with Palin Enterprises, does it  
2 maintain separate bank accounts for each of the  
3 properties?

4 A. Yes.

5 Q. By property name or is that how you do it?

6 A. Some, yes.

7 Q. And are all the business operations through  
8 one bank account or a separate bank account?

9 A. I don't know.

10 Q. Would Mr. Adelman know that?

11 A. Mr. Adelman would know that.

12 Q. Okay.

13 Who negotiated the leases with tenants?

14 A. Brokers.

15 Q. Who determined the rent?

16 A. I did.

17 Q. Who prepared the leases?

18 A. Either an attorney or we did it ourselves,  
19 either one.

20 Q. And the attorneys would have been Dreyer and  
21 Traub?

22 A. Yes.

23 Q. When you sold or when E&P -- strike that.

24 When E&P sold its interest to Airlite --

25 A. Yes.

1 Q. -- were any representations made with regard  
2 to the property?

3 A. I can't recall.

4 Q. Does your son Dean, who is your business --  
5 does he reside in New York?

6 A. Yes.

7 Q. When did he become involved in the business?

8 MS. SANDS: Asked and answered.

9 A. 10, 12, 13 years ago.

10 MR. KASLOW: Okay.

11 (Whereupon, a short recess is taken.)

12 Q. With regard to the banks, either the banks  
13 that Elite used or E&P used, do you know if they  
14 were New York banks or New Jersey banks?

15 A. I believe New York banks.

16 Q. Is there anyone in your organization  
17 currently that goes back as many years or close to  
18 as many years as you that would have knowledge of  
19 some of the questions that I asked you?

20 A. They died a lot of them and their kids work  
21 for me now. Unfortunately they died.

22 Q. So no one that you can think of?

23 Who has the longest tenure in your  
24 organization?

25 A. Probably Gary. I wish I could bring some of



1 them back to answer these questions for you.

2 MR. KASLOW: Well, subject to the  
3 information that we have requested and other  
4 information that we may obtain throughout our  
5 investigation I will reserve the right to bring  
6 you back. Hopefully that will not be necessary.  
7 But we are going to continue our search.

8 Thank you for your time.

9 THE WITNESS: Thank you.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

I, ERIC S. FISHMAN, a Shorthand Reporter and Notary Public of the State of New Jersey do hereby certify that prior to the commencement of the examination, MICHAEL PALIN, was sworn by me to testify the truth, the whole truth and nothing but the truth.

I DO CERTIFY that the foregoing is a true and accurate transcript of the testimony as taken stenographically by and before me at the time, place and on the date hereinbefore set forth, to the best of my ability.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney nor counsel of any of the parties to the action; and that I am neither a relative nor employee of such attorney or counsel; and that I am not financially interested in the action.

-----

ERIC S. FISHMAN, S.R.

Dated: \_\_\_\_\_