

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Settlement
For the Reimbursement of Administrative
Costs for Inactive Hazardous Waste Disposal
Site, Under Article 27, Title 13, and
Article 71, Title 27 of the
Environmental Conservation Law
of the State of New York
by

Acadia Republic Farmingdale LLC,
Settling Respondent.

**ORDER ON CONSENT
and
ADMINISTRATIVE
SETTLEMENT**

Index # W1-1182-14-05

Site # 1-52-004

WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL") and the New York State Finance Law ("SFL") and such laws provide the Department authority to enter into this Order on Consent and Administrative Settlement (the "Order").

2. A. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

B. The Department also has the authority, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. *See, e.g.,* ECL 3-0301.1.i.

C. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13, ECL Article 71, Title 27, and ECL 3-0301 and Section 97-b of the SFL, and resolves Settling Respondent's potential liability to the State under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. § 9601 *et seq.*, to the extent set forth herein. *Accordingly, to the extent set forth in Subparagraph XIV.E, pursuant to CERCLA § 113(f)(3)(B), 42 U.S.C. § 9613(f)(3)(B), Respondent may seek contribution from persons who are not parties to this Order.*

D. The Commissioner of the New York State Department of Environmental Conservation is the designated Trustee for Natural Resources in accordance with applicable state and federal law.

E. 6 NYCRR 375-2.11(c)(1)(ii) authorizes the Department to expend money of the hazardous waste remedial fund provided for at SFL section 97-b to pay for the cleanup or restoration to its original state of any area where contaminants were disposed of or possessed unlawfully contrary to ECL 27-0914. 6 NYCRR 375-2.11(c)(1)(iii) authorizes the Department to expend moneys of the hazardous waste remedial fund provided for as SFL section 97-b to pay for site identification, classification, and investigation activities including, but not limited to testing, analyses, and record searches and the Department's related administrative activities.

3. In 2010, the Department reclassified certain real property known as "Fairchild Republic Aircraft; Old Sump" Site No. 1-52-004 as a Class "2" in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State*. A Class "2" classification indicates that the site poses a "significant threat to public health or environment."

4. Acadia Republic Farmingdale LLC ("Settling Respondent" or "Respondent") is a Delaware limited liability company with a mailing address % Acadia Realty Trust, 1311 Mamaroneck Avenue, Suite 260, White Plains, NY 10605.

5. Settling Respondent acquired title to the Site by Quitclaim Deed in lieu of foreclosure from Republic Thunderbolt West, LLC.

6. Pursuant to the legal authorities stated herein, the Department has spent, and anticipates need to spend additional monies of the hazardous waste remedial fund for the implementation of Remedial Program,¹ including the investigation and remediation of hazardous wastes and/or substances identified on or in proximity to the Site. These expenditures are authorized by and in conformance with relevant and applicable state and federal law.

7. The Department alleges for purposes of this Order only that Settling Respondent is liable for the Department's response costs (including any legally accrued interest) for the investigation and remediation of hazardous wastes and/or substances existing on the Site in accordance with applicable state and federal law.

8. The Settling Respondent denies any liability for condition on, at or emanating from the Site. Furthermore, Settling Respondent, in entering into this Order, does not admit any allegations made herein with regard to liability or fault with respect to any matter arising out of or relating to the Site.

9. The goals of this Order are to (i) ensure that Settling Respondent contributes to the remediation of the Site by paying the settlement amount in accordance with the terms and conditions set forth below; (ii) ensure that the Settling Respondent provides access to the Department necessary for the implementation of the Remedial Program for the Site; (iii) memorialize the Settling Respondent obligation to grant an Environmental Easement to the Department for the Site as provided for in ECL Article 71, Title 36, as set forth below; (iv) that Settling Respondent designs, installs and maintains an engineered cover system at the Site in

¹ As the term is defined in 6 NYCRR §375-1.2(ap).

accordance with Department requirements; (v) require Settling Respondent to maintain Site in accordance with Site Management Plan approved by the Department; (vi) memorialize the Department's release and covenant not to sue the Settling Respondent for the investigation and remediation of the Site and for the reimbursement of Site related response costs upon the of this Order and subsequent satisfaction of the terms and conditions set forth herein; (vii) Settling Respondent with contribution protection provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and/or any other applicable federal or state law for matters addressed by this Order and (vi) establish a procedure pursuant to which the Department will complete the investigation and remediation of the Site in order to facilitate the redevelopment of the Site by Settling Respondent.

9. The Settling Respondent consents to the Department's issuance of this Order without an admission or finding of liability of any kind. The parties recognize that the implementation of this Order will expedite the cleanup and redevelopment of the Site, and that this Order is mutually acceptable, fair, reasonable, and in the public interest.

10. Solely with regard to the matters set forth herein, the Settling Respondent hereby waives any right to a hearing as may provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Settling Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms.

NOW, having considered this matter and being duly advised, and being desirous of avoiding potentially costly and time- consuming litigation, **IT IS ORDERED AND AGREED THAT:**

I. Site Specific Definitions

Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations, or amendments thereto. The following term shall have the following meaning:

A. The Site: The real property designated by the Department as New York State Inactive Hazardous Waste Site Number 1-52-004, approximately 17.2 acres in size, known as the "Fairchild Republic Aircraft; Old Sump" located at Route 110 (Broad Hollow Road), East Farmingdale, Town of Babylon, Suffolk County and more specifically identified as Tax Map Section 49, Block 2, Lots 7, 8, 10, 11 and 14.

B. Existing Contamination: Any hazardous waste, as that term is defined in 6 NYCRR Section 375-1.2(w), present or existing on, under or emanating from the Site as of the effective date of this Order.

II. Settlement Payment

Simultaneously with the execution of this Order by the Department, the Settling Respondent shall pay the sum of Five Hundred Thousand U.S. Dollars (\$500,000) by certified

check, or attorney escrow check payable to the "New York State Department of Environmental Conservation" delivered with the signed Order to:

Edward McTiernan, Esq.
Deputy Commissioner and General Counsel
NYSDEC Office of General Counsel
625 Broadway, 14th Floor
Albany, New York 12233-1500

Upon the Department of Environmental Conservation's submission of documentation to Settling Respondent, that Two Million U.S. Dollars (\$2,000,000) has been expended towards the remediation of the Site, the Settling Respondent shall upon completion of the Department's remedial activities at the site pay an additional Five Hundred Thousand U.S. Dollars (\$500,000) in the same manner as stated above.

III. Appropriate Care/Cooperation

A. Settling Respondent shall exercise appropriate care² at the Site with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. Settling Respondent shall cooperate fully with the Department in the of response³ actions at the Site and shall not interfere with such response actions. Settling Respondent and Successors shall ensure that any development activities on the Site are in compliance with all applicable local, State, and federal laws and regulations, including but not limited to 6 NYCRR §§ 375-1.11(d) and 375-2.11(a).

B. The Department will design, schedule and implement the Remedial Program at the Site. When implementing the Remedial Program, the Department shall use reasonable efforts to: (i) ensure that the Site is remediated to restricted use standards at 6 NYCRR 375-1.8(g)(2)(iii); and (ii) schedule remediation activities so that the Settling Respondent can begin final grading and installation of a cover system (at Settling Respondent's sole cost and expense) on all of the Site by December 31, 2015. When implementing the Remedial Program the Department shall make any and all required determinations about how best to conduct the remediation and otherwise comply with applicable local, State, and federal laws and regulations, including without limitation, selecting and retaining contractors and the means and methods of all on-site work, without approval from Settling Respondent. The Settling Respondent recognizes that, despite its best efforts, the Department's implementation of a Remedial Program for the Site may interfere with Settling Respondent's use of the Site and the Parties agree to work together to minimize any cost, expense or delay associated with implementing the Remedial Program, including without limitation making their consultants and contractors reasonably available for meetings and conference calls to discuss the Remedial Program.

C. Within 180 days of the Effective Date Settling Respondent shall, at its sole cost expense prepare, and the Department shall promptly review, a concept plan designating zones to

² As the term is defined in 42 U.S.C. § 9601(40)(D).

³ As that term is defined in 42 U.S.C. § 9601(25).

prioritize work for Site grading and preparation work. By July 1, 2015, Settling Respondent also, at its sole cost and expense prepare and the Department shall promptly review a final plan schedule for the design and installation of a Site wide cover system(s) and upon the approval shall install and maintain such a system. The cover will consist either of the structures such as buildings, pavement, sidewalks comprising the development or a soil cover in areas the upper one foot of exposed surface soil will exceed the applicable soil cleanup objectives (SCOs). Where soil cover is required it will be a minimum of one foot of soil and comply with SCOs for cover material as set forth in 6 NYCRR Part 375-6.7(d) for commercial use. The soil cover will be placed over a demarcation layer, with the upper six inches of the soil of sufficient quality to maintain a vegetation layer. Any fill material brought to the Site will meet the requirements for the identified site use as set forth in 6 NYCRR Part 375-6.7(d). Within 90 days after the State determines in writing that the installation of the cover system, or any approved module thereof, is complete, Settling Respondent shall submit "as-built" drawings and a final engineering report including a certification by a professional engineer that the cover system was implemented and all construction activities were completed in accordance with the State-design.

D. Within 365 days of the Effective Date, Settling Respondent shall, at its sole cost and expense, prepare, and the Department shall promptly review a Site Management Plan and upon the Department's approval Settling Respondent shall implement the Site Management Plan.

IV. Certification

By entering into this Order on Consent and Administrative Settlement, Settling Respondent certifies that it has not caused or contributed to the release or threatened release of any hazardous waste from or onto the Site, nor generated, transported, or disposed of, arranged for, or caused the generation, transportation, or disposal of hazardous waste from or onto the Site. Respondent certifies that neither it, nor its members, officers, or directors have any relationship to other persons that have liability for the Site, including without limitation Fairchild Republic; Seversky Aircraft; Republic Aviation Corp.; Fairchild Industries, Inc. or Republic Thunderbolt West, LLC.

V. Environmental Easement

A. Within 60 days of the Department's request, the Settling Respondent shall submit to the Department for approval an Environmental Easement ("EE") to run with the land in favor the State which complies with the requirements of ECL Article 71, Title 36, and 6 NYCRR § 375-1.8(h)(2) for the Site.

B. The EE for the Site must, *inter alia*, limit the use and development of the property to industrial use as defined in 6 NYCRR § 375-1.8(g)(2)(iv) or to commercial use as defined in 6 NYCRR § 375-1.8(g)(2)(iii); require compliance with the Department-approved Site Management Plan; restrict the use of groundwater as a source of potable or process water, without necessary water quality treatment as determined by New York State Department of Health or Suffolk County Department of Health and without the Department's written approval; and require the property owner to complete and submit to the Department a periodic certification of the institutional and engineering controls.

VI. Access

A. Settling Respondent and its assigns hereby irrevocably consent, upon reasonable notice under the circumstances presented, to grant entry upon the Site (or areas in the vicinity of the Site which may be under the control of Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to the wastes/substances on the Site; by any agent, consultant, contractor, or other person so authorized by the Commissioner; and by any Remedial Party⁵ pursuant to an Order on Consent, all of whom shall abide by the health and safety rules in effect for the Site, for (i) inspecting, sampling, and testing; and (ii) any other activities necessary to the design and the implementation of any construction or environmental treatment procedures necessary to effectuate interim remedial measures and/or Site remedies in accordance with applicable state and federal law.

B. Settling Respondent shall have the right, at its sole cost and expense, to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of all sampling and scientific measurements taken under this Subparagraph available to Settling Respondent in the format which the Department receives such results.

C. Settling Respondent shall ensure that successors in interest, lessees, and sublessees of the Site provide the same access.

VII. Release and Covenant Not to Sue

The Department and the Trustee of New York State's natural resources ("Trustee"), hereby release and covenant not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to the Environmental Conservation Law, or the State Finance Law, and from referring to the Attorney General any claim for recovery of costs incurred by the Department, against the Settling Respondent, and its secured creditors and insurers, for the further investigation and remediation of the Site, including but not limited to an action pursuant to Section 9607(a) of CERCLA, 42 U.S.C. § 9607(a), and for natural resource damages, based upon the release or threatened release of Existing Contamination, provided that: (a) timely payments of the amount specified in accordance with Section II of this Order have been made to the Department; (b) the Department's acceptance of Environmental Easements and recording of same as required in Paragraph V; (c) Settling Respondent continues to exercise appropriate care and cooperation as required in Section III; and (d) Settling Respondent continue to allow access as required by Section VI. Nonetheless, the Department hereby reserve all of their respective rights concerning, and such release and covenant not to sue shall not extend to any further investigation or remedial action, or other action which the Department deems necessary:

- due to off-Site migration of petroleum;⁶
- due to environmental conditions or information related to the Site which was unknown at the time this Release and Covenant Not to Sue was issued and which indicate that this

⁵ As that term is defined in 6 NYCRR §375-1.2(ao).

⁶ As that term is defined in Navigation Law § 172[15].

Order cannot be implemented with sufficient protection of human health and the environment;

- due to Respondent's violation of this Order; or
- due to fraud committed by Respondent when inducing the Department to enter into this Order.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release and covenant to sue shall not extend to any Respondent who causes or allows a release or a threat of release at the Site of any hazardous waste (as that term is defined at 6 NYCRR § 375-1.2(w)) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination; nor to any Respondent who is otherwise responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same resulting solely from the execution of this Order on Consent and Administrative Settlement.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department or the Trustee, the one seeking the benefit of this release and covenant not to sue shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to the Existing Contamination.

Notwithstanding any other provision in this release, covenant not to sue, and forbearance,

- if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Order shall be construed or deemed to preclude the State of New York from recovering such claim.
- except as provided in this Order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, the right to recover natural resources damages) with respect to any party, including Respondent.
- nothing contained in this Order shall prejudice any rights of the Department to take any investigatory or remedial action it deems necessary if Respondent fail to comply with the Order or if contamination other than Existing Contamination is encountered at the Site.
- nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this Order shall be construed to affect the Department's right to terminate the Order and this "Release and Covenant Not to Sue" under the terms of the Order at any time during its implementation if Settling Respondent fail to comply substantially with the Order's terms and conditions.

- Nothing herein shall be construed as barring, diminishing, adjudicating, or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that: (i) Settling Respondent may have against anyone other than the Department, including but not limited to rights of contribution under § 113(f)(B)(3) of CERCLA, 42 U.S.C. § 9613(f)(B)(3); and (ii) the Department may have against anyone other than the Settling Respondent and its directors, officers, employees, agents, and servants that were not responsible under law for the development and implementation of a Remedial Program at the Site prior to the effective date of this Order, and their respective secured creditors. Accordingly, to the extent set forth in Subparagraph XIV.E, pursuant to CERCLA § 113(f)(3)(B), 42 U.S.C. § 9613(f)(3)(B), Respondent may seek contribution from persons who are not parties to this Order

IX. Indemnification

Respondent shall indemnify and hold the Department, the State of New York representatives and employees harmless as provided by 6 NYCRR § 375-2.5(a)(3)(i).

X. Transfer of Ownership Interest

A. If the Settling Respondent proposes to convey the whole or any part of its ownership interest in the Site, or become aware of such conveyance, the Settling Respondent shall, not fewer than forty-five (45) days before the date of conveyance, or within forty-five (45) days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with the Settling Respondent to secure the repayment of money or the performance of a duty or obligation.

B. In the event of an assignment or transfer of the Site or an assignment or transfer of an interest in the Site, the assignor or transferor shall continue to be bound by all of the terms and conditions, and subject to all the benefits, of this Order except as the Department and the assignor or transferor agree otherwise and modify this Order, in writing. Moreover, prior to or simultaneous with any assignment or transfer of the Site, the assignee or transferee must consent in writing to be bound by the terms of this Order. The release and covenant not to sue in Section VII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to the Department.

XI. Reservation of Rights

A. The release and covenant not to sue set forth in Section VII does not pertain to matters other than those expressly specified therein. The Department reserves and this Order is without prejudice to all rights against Settling Respondent with respect to all other matters, including but not limited to, (a) claims based on a failure by Settling Respondent to meet a requirement of this Order, including but not limited to Section II (Settlement Payment), Section

VI (Access), Section IV (Appropriate Care/Cooperation), and Section V (Environmental Easement).

B. Except as provided in the release and covenant not to sue in Section VII after its issuance and except as otherwise provided in this Order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to recover natural resource damages, the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any person, including Settling Respondent.

C. Except as otherwise provided in this Order, Settling Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability and/or natural resource damages against Settling Respondent, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Settling Respondent's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or breach of standard of care by Settling Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action which shall inure to the benefit of any third party. Further, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

XII. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communications from the Settling Respondent shall be sent to:

Robert DeCandia
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233
rddecand@gw.dec.state.ny.us

Rosalie K. Rusinko, Esq.
Office of General Counsel
New York State Department of Environmental Conservation
100 Hillside Avenue, Suite 1W
White Plains, New York 10603-2860
rkrusink@gw.dec.state.ny.us
Correspondence only.

2. Communications from the Department to the Settling Respondent shall be sent to:

Acadia Republic Farmingdale LLC
% Acadia Realty Trust
1311 Mamaroneck Avenue, Suite 260
White Plains, NY 10605
Attn: Robert Masters, Esq.

XIII. Miscellaneous

A. The Settling Respondent's successor and assigns shall be bound by this Order and the terms of this Order shall inure to the benefit of the Settling Respondent and the Successors. Any change in ownership or corporate status of any Respondent including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Order.

B. The paragraph and section headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

C. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and the Settling Respondent concerning the actions required by this Order. No term, condition, understanding or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Settling Respondent of their obligation to obtain such formal approvals as required by this Order. Except as set forth herein, if the Settling Respondent desire that any provision of this Order be changed, they shall make timely written application to the Commissioner with copies to the parties listed in Section XII herein. The Commissioner or the Commissioner's designee shall timely respond.

E. To the extent authorized under Section 113 of CERCLA (42 U.S.C. § 9613), New York General Obligations Law § 15-108, and any other applicable law, Settling Respondent and Successors shall be deemed to have resolved their liability, if any, to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2), for "matters addressed" to and in accordance with this Order. "Matters addressed" in this Order shall mean all response actions taken by the Department to implement this Order and the Remedial Program for the Site,. Furthermore, to the extent authorized under CERCLA Section 113(f)(3)(B), by entering into this administrative settlement of liability, if any, for some or all of the removal and/or response and/or for some or all of the costs of such action, Settling Respondent are entitled to seek contribution from any person except those who are entitled to contribution protection under CERCLA Section 113(f)(2). Settling Respondent shall include the named individuals and partnerships, their officers, directors, agents, employees, successors, parents and assigns, all of whom are entitled to the full extent of protection from contribution claims or actions as provided by CERCLA Section 113(f)(2) including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. ' 9613(f)(3)(B).

F. All activities undertaken by the Settling Respondent pursuant to this Order shall be performed in accordance with the requirements of all applicable Federal and State laws, regulations and guidance documents.

G. The Settling Respondent's obligations under this Order represent payment for or reimbursement of removal or response costs, and shall not be deemed to constitute any type of fine or penalty.

H. This Order shall be filed in the Office of the Suffolk County Clerk at the expense of the Settling Respondent within Five (5) days of receipt of an original signed document. Proof of recording shall be provided to the Department within thirty (30) days of filing.

I. This Order may be executed for the convenience of the parties thereto, individually or in combination, in one or more counterparts, each of which for all purposes shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

J. The undersigned representative of each party certifies that he or she is fully authorized to enter into this Order and to execute and bind the party to its terms.

K. The Effective Date of this Order is the 10th day after the date the Commissioner or the Commissioner's designee signs this Order.

DATED:

JUL 24 2014

JOSEPH J. MARTENS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 
Robert W. Schick, P.E., Director
Division of Environmental Remediation

CONSENT BY SETTLING RESPONDENT

Settling Respondent hereby consents to the issuing and entering of this Order on Consent and Administrative Settlement, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order on Consent and Administrative Settlement.

Acadia Republic Farmingdale, LLC

By: _____

Robert Masters
Senior Vice President

Title: _____

Date: _____

July 10, 2014

STATE OF NEW YORK)

) ss:

COUNTY OF WESTCHESTER

On the 10th day of July, in the year 2014, before me, the undersigned, personally appeared Robert Masters, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carla A. Chiara

Signature and Office of individual
taking acknowledgement

CARLA A. CHIARA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CH6303182
Qualified in Westchester County
My Commission Expires May 12, 2018