

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

B & B Mall Associates, Inc. (formerly B & B Auto
Parts, Inc.),
Settling Respondent.

**ORDER ON CONSENT
and
ADMINISTRATIVE
SETTLEMENT**

Index # W3-1187-14-11

Site # 360009

WHEREAS,

1. A. 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").

B. 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.

C. The Department also asserts that it 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.

D. 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 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 XIII.E, pursuant to CERCLA § 113(f)(3)(B), 42 U.S.C. § 9613(f)(3)(B), Settling Respondent may seek contribution from persons who are not parties to this Order.

E. 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.

F. 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.

2. B & B Mall Associates, Inc. is the owner of property located at 420-444A Old Post Road (Route 22), Bedford Village, Town of Bedford, Westchester County, New York (hereinafter, the "Site"). Exhibit "A" is a map of the Site showing its general location.

3. The Site is currently listed in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State* as "Bedford Village Wells-Hunting Ridge Mall" Site No. 360009, with a Class "2" classification, pursuant to ECL 27-1305.

4. B & B Mall Associates, Inc. ("Settling Respondent") is a domestic corporation with a business address of c/o Joseph Curto, Esq., 35 East Grassy Sprain Road, Suite 400, Yonkers, New York 10710.

5. Settling Respondent sued Village Cleaners, a tenant at the Hunting Ridge Mall, for damages caused by Village Cleaners' release of dry cleaning chemicals at the Site. The Home Insurance Company ("Home") was the insurance carrier for the defendants in B & B Auto Parts, Inc. v. Village Cleaners and Tailors, et al., (Westchester Supreme Court Index No. 11543/86).

6. A Settlement Agreement resolving the above captioned litigation was signed in September 1997 by Home, Village Cleaners, and B & B Auto Parts (the "Home Settlement"). Under the terms of the Home Settlement, Home was committed to undertaking, *inter alia*, the environmental cleanup of the Site up to the balance of the policy limit. Home breached the Home Settlement.

7. Home is in liquidation under the laws of the State of New Hampshire. The Settling Respondent and the Department each filed Proofs of Claim in the Home liquidation prior to the June 13, 2004 deadline. Both Proofs of Claim were deemed to be one joint claim. The Superior Court for Merrimack County, New Hampshire determined the allowed claim amount on the joint claim to be \$973,956.42 (the "Court Allowed Claim Amount").

8. Currently, Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire, as Liquidator of The Home Insurance Company (the "Liquidator") has received court approval to make an interim distribution of an initial 15% to claimants with allowed Class II priority claims. The Liquidator intends to issue one check naming Settling Respondent and the Department as payees for the payment of 15% of the Court Allowed Claim Amount. A representative of Home has advised that it anticipates that additional distributions of the Court Allowed Claim Amount will be forthcoming.

9. Pursuant to the legal authorities stated herein, the Department has, and anticipates the need to spend additional monies of the hazardous waste remedial fund for the implementation of a 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.

10. The Department alleges for purposes of this Order only that Settling Respondent is liable for the reimbursement of the Department's administrative 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.

11. Settling Respondent denies any liability for the reimbursement of the Department's administrative response costs for this Site. Furthermore, Settling Respondent, in entering into this Order, does not admit any liability or fault with respect to any matter arising out of or relating to the Site.

12. The goals of this Order are for (i) Settling Respondent to relinquish its claim in the Home liquidation so that all payments of the Court Allowed Claim Amount will be paid solely to the Department; (ii) Settling Respondent to undertake the operation and maintenance of the engineering control on the Site, as set forth below; (iii) Settling Respondent 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) the Department to 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 execution of this Order; and (v) the Department to provide 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.

13. 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 of the Site, and that this Order is mutually acceptable, fair, reasonable, and in the public interest.

14. Solely with regard to the matters set forth herein, the Settling Respondent hereby waives any right to a hearing as may be 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, **IT IS ORDERED THAT:**

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

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 terms shall have the following meaning:

A. The Site: The real property designated by the Department as New York State Inactive Hazardous Waste Site Number 360009, approximately 4.13 acres in size, known as the "Hunting Ridge Mall" located at Westchester County, New York and designated on the Town of Bedford Tax Map as Section Block 552000 Lot 84.14-1-1. Exhibit "A" is a map of the Site showing its general location.

B. Covered Contamination: Any release, as that term is defined in 6 NYCRR § 375-1.2(am), on or under the Site or that has or is emanating from the Site of hazardous waste, as that term is defined in 6 NYCRR § 375-1.2(w) which occurred prior to the effective date of this Order.

II. Relinquishment of Rights to Claim, and Operation and Maintenance of Engineering Control

A. By entering into this Order on Consent and Administrative Settlement, Settling Respondent relinquishes its rights to any part of the total Court Allowed Claim Amount to the Department. Settling Respondent shall endorse any and all checks issued by the Liquidator naming Settling Respondent as a payee or joint payee to the Department of Environmental Conservation and deliver same to the Department's attorney listed below.

B. Settling Respondent will undertake at its cost and expense the continued operation, maintenance and monitoring of the Site's sub-slab depressurization system, an on-site engineering control installed by the Department beneath the existing buildings on the Site in 2009, in accordance with the Department-prepared Site Management Plan.

III. Appropriate Care/Cooperation

Settling Respondent shall exercise appropriate care² at the Site with respect to the Covered Contamination and shall comply with all applicable local, State, and federal laws and regulations. Settling Respondent shall cooperate fully with the Department in the implementation of any additional response³ actions needed to address Covered Contamination at the Site and shall not interfere with such response actions. Settling Respondent shall affirmatively 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).

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).

IV. Certification

By entering into this Order, Settling Respondent certifies that it has not caused or contributed to the release or threatened release of a 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.

V. Environmental Easement and Site Management Plan

A. Settling Respondent shall submit to the Department for approval an Environmental Easement (“EE”) to run with the land in favor of 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 commercial use as defined in 6 NYCRR § 375-1.8(g)(2)(iii) or to industrial use as defined in 6 NYCRR § 375-1.8(g)(2)(iv); 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 Westchester 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.

C. Upon acceptance of the EE by the State, Settling Respondent shall file, and record the EE in compliance with ECL 71-3605.8.

D. The Department shall develop a Site Management Plan for the site, which shall be enforceable under this Order and the EE.

E. Settling Respondent agrees to be bound by and comply with the conditions set forth in the EE and the Site Management Plan.

VI. Access

A. Settling Respondent hereby consents, upon reasonable notice under the circumstances presented, to grant entry upon the Site by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to the hazardous wastes/substances on the Site; by any agent, consultant, contractor, or other person so authorized by the Commissioner for assuring compliance with the Site Management Plan.

B. Settling Respondent shall ensure that lessees, and sublessees of the Site provide the same access.

VII. Release and Covenant Not to Sue

A. 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, its secured creditors and insurers, and its successors and assigns, for the 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 Covered Contamination, provided that: (a) Settling Respondent complies with the endorsement and delivery requirements of Subparagraph II.A and the OM&M requirements of Subparagraph II.B; (b) an Environmental Easement that is approved by the Department as satisfying the requirements of Paragraph V is recorded on title of the Site property; (c) Settling Respondent continues to exercise appropriate care and cooperation as required in Paragraph III; and (d) Settling Respondent continues to allow access as required by Paragraph VI. Nonetheless, the Department and the Trustee 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 the Department deems necessary:

- due to off-Site migration of petroleum;⁴
- due to environmental conditions or information related to the Site which was unknown at the time this Order was issued and which indicate that this Order cannot be implemented with sufficient protection of human health and the environment;
- due to Settling Respondent's failure to implement the Order to the Department's satisfaction; or
- due to fraud committed by Settling Respondent in entering into or implementing the Order.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and such release and covenant not to sue shall not extend to Settling Respondent nor to any of Settling Respondent's successors, or assigns who cause 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 Covered Contamination; nor to any of Settling Respondent's successors, or assigns who are otherwise responsible under law for the remediation of the Covered 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

⁴ As that term is defined in Navigation Law § 172[15].

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 Covered 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 or Trustee's rights (including, but not limited to, the right to recover natural resources damages) with respect to any party, including Settling Respondent.
- nothing contained in this Order shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it deems necessary if Settling Respondent fails to comply with the Order or if contamination other than Covered 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 fails to comply substantially with the Order's terms and conditions.

This release and covenant not to sue shall be null and void, *ab initio*, in the event of fraud relating to the execution or implementation of this Order or in the event of the Settling Respondent's failure to materially comply with any provision of this Order.

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.

VIII. Indemnification

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

IX. Transfer of Ownership Interest

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.

X. Reservation of Rights

A. The release and covenant not to sue set forth in Subparagraph VII.A does not pertain to any matters other than those expressly specified in Subparagraph VII.A. 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 Paragraph II (Relinquishment of Rights to Claim, and Operation and Maintenance of Engineering Control), Paragraph VI (Access), Paragraph III (Appropriate Care/Cooperation), and Paragraph V (Environmental Easement).

B. Except as provided in the release and covenant not to sue in Subparagraph VII.A after its issuance and except as otherwise provided in this Settlement Agreement, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or the Trustee'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, Settling 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).

XI. Communications

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 to the Department shall be sent to:

George Momberger
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway, 12th Floor
Albany, New York 12233-7017
george.momberger@dec.ny.gov

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:

B & B Mall Associates, Inc.
c/o Joseph Curto, Esq.,
35 East Grassy Sprain Road, Suite 400,
Yonkers, New York 10710
jcurto@vcsclaw.com

Charla Beth (“CB”) Mobley, Esq.
Bryan Cave LLP
1290 Avenue of the Americas
New York, NY 10104
cbmobley@bryancave.com

XII. Termination

Should the release and covenant not to sue set forth in Subparagraph VII.A herein become null and void, *ab initio*, in the event of fraud in the execution or implementation of this Order, or in the event of Settling Respondent’s failure to materially comply with any provision of this Order then neither this Order nor its termination shall affect any liability of Settling

Respondent for payment of State Costs, including implementation of removal and remedial actions, interest, enforcement, and any and all other response costs as defined in CERCLA.

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. Any change in ownership or corporate status of Settling Respondent including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Respondent's responsibilities under this Order.

B. The paragraph 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.

2. i. Except as set forth herein, if the Settling Respondent desires that any provision of this Order be changed, they shall make timely written application to the Commissioner with copies to the parties listed in Paragraph XI herein. The Commissioner or the Commissioner's designee shall timely respond.

ii. Changes to a time frame set forth in this Order shall be accomplished by a written request to the Department's project attorney and project manager, which request shall be timely responded to in writing.

D. 1. If there are multiple parties signing this Order, the terms "Settling Respondent" and "Respondent" shall be read in the plural where required to give meaning to this Order. Further, the obligations of Settling Respondent under this Order are joint and several and the insolvency of or failure by any Settling Respondent to implement any obligations, as required under this Order, shall not affect the obligations of the remaining Settling Respondent(s) to carry out the obligations under this Order.

2. If Settling Respondent is a partnership, the obligations of all general partners, including limited partners who act as general partners, to finance and perform obligations under this Order and pay amounts owed to the Department under this Order are joint and several. In the event of the insolvency of or the failure of any of the general partners to implement the requirements of this Order, the remaining general partners shall complete all such requirements.

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 shall be deemed to have resolved its liability, if any, to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2), for “matters addressed” pursuant to and in accordance with this Order. “Matters addressed” in this Order shall mean all response actions taken by Respondent to implement this Order for the Site, including but not limited to payments required under this Order, and all response costs incurred or to be incurred by any person or party in connection with the work performed under this Order, which costs have been paid by the Settling Respondent, including reimbursement or any other payment of State Costs pursuant to this Order. 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 action and/or for some or all of the costs of such action, Settling Respondent is 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. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27, Title 13 or in regulations promulgated under such statutes shall have the meaning assigned to them under such statutes or regulations.

H. 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.

I. This Order shall be filed in the Office of the Westchester 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 the actual filing.

J. 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.

K. The effective date of this order is the date on which the Commissioner or the

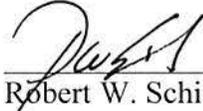
Commissioner's designee signs this Order.

DATED:

JAN 27 2015

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 Settling Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order on Consent and Administrative Settlement.

B & B Mall Associates, Inc.

By: [Handwritten Signature]

Title: President

Date: 1/13/15

STATE OF NEW YORK)

) ss:

COUNTY OF Westchester

On the 13th day of January, in the year 2015, before me, the undersigned, personally appeared William Baccardi, 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.

[Handwritten Signature]
Signature and Office of individual taking acknowledgement

JOSEPH R. CURTO
Notary Public, State of New York
No. 4784139
Qualified in Westchester County
Commission Expires May 31, 2015

Exhibit "A"

Site Map



Exhibit "A" -- Hunting Ridge Mall Site