ENVIRONMENTAL EASEMENT

THIS INDENTURE made this 29th day of December, 2006, between **Queens West Development Corporation**, a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development Corporation, a corporate governmental agency of the State of New York, constituting a public benefit corporation and a political subdivision thereof, having an office at 633 Third Avenue, New York, NY 10017 (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("brownfield sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a brownfield site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and;

WHEREAS, Grantor, is the owner of real property located in the Borough of Queens, Queens County, New York known and designated on the tax map of the City of New York as those portions of tax section 1, block 19, lots 1, 5 and 19, being the same as that property conveyed to Grantor by:

1. Order of Acquisition, Index #15278/98, recorded in Queens County Register's Office on August 13, 1998 in Reel 4944, page 137 (Block 19, Lot 19 (formerly owned by Pamela Rankin-Smith et al);

2. Order of Acquisition, Index #15279/98, recorded in Queens County Register's Office on August 13, 1998 in Reel 4944, page 130 (Block 19, Lots 1 and 5 (formerly owned by M.O. Associates, L.P.); and

3. Letters Patent on December 10, 1999, and recorded in the Land Records of the City of New York Register's Office, Borough of Queens, Division of Land at Reel 5690, Page 1561, recorded on October 4, 2000,

in total comprised of approximately 1.7864 acres and hereinafter more fully described in Schedule A attached hereto and made a part hereof (the " Controlled Property"); and;

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36;and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of **Brownfield Cleanup Agreement Index Number W2-1060-05-03, Site Number C241049**, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for **restricted residential** use as long as the following long-term engineering and institutional controls are employed:

a) all engineering controls (including the site cover and subslab vapor depressurization and active venting system) must be operated and

maintained as specified in the NYSDEC-approved Site Management Plan. No Engineering and Institutional Controls may be discontinued without a NYSDEC-approved amendment or extinguishment of this Environmental Easement;

b) annual inspections of the Site, certifications of Institutional & Engineering controls and Site usage of controlled property, and Site Management Reporting to the Department must be conducted in accordance with the NYSDEC-approved Site Management Plan;

c) all future soil disturbance activities on the Site that will impact residual contaminated material, including, but not limited to, building construction or expansion, subgrade utility line construction or repair, must be conducted in accordance with the Soil Management provisions in the NYSDEC-approved Site Management Plan;

d) Operation Monitoring and Maintenance (OM&M) of the sub-slab depressurization system must be performed in a manner specified in the NYSDEC-approved Site Management Plan;

e) groundwater and other environmental or public health monitoring required by the NYSDEC-approved Site Management Plan must be performed in a manner specified in that Plan;

f) onsite environmental monitoring devices, including but not limited to, groundwater monitor wells and soil vapor probes, must be protected and replaced as necessary to ensure continued functioning in the manner specified in the NYSDEC-approved Site Management Plan;

g) the use of the groundwater underlying the Controlled Property is prohibited without treatment rendering it safe for intended purpose

h) vegetable gardens are prohibited.

B. The Controlled Property may not be used for a higher level of use such as **unrestricted residential,** without proper notification of NYSDEC of the change of, approval of that use by the NYSDEC, and an amendment of the Site Management Plan approved by NYSDEC.

C. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.

D. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property;

the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number or the Liber and Page or computerized system tracking / identification number and address correspondence to:

Division of Environmental Enforcement
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This environmental easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor's Name Queens West Development Company

By: _____

Title: President

Date: 12-19-2006

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation

By: _____
Denise M. Sheehan, Commissioner

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF New York)

On the 19th day of December, in the year 2006, before me, the undersigned, personally appeared Alexander B. Federbush, 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.

Suzanna Blaskovic
Notary Public - State of New York

SUZANNA BLASKOVIC
NOTARY PUBLIC, State of New York
No. 01BL5079348
Qualified in Queens County
Commission Expires June 2, 2007

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 22nd day of December, in the year 2006, before me, the undersigned, personally appeared Denise M. Sheehan, 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/ executed the same in his/her/ capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lisa A. Wilkinson
Notary Public - State of New York

LISA A. WILKINSON
Notary Public, State of New York
No. 02WI5036652
Qualified in Albany County
Commission Expires Dec. 5, 2008

EXHIBIT A

Controlled Property Description

All of that certain plot, piece or parcel of land situated, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of 5th Street (60 feet wide) with the northerly side of 48th Avenue (104 feet wide);

RUNNING THENCE westerly along the northerly side of 48th Avenue, 399.58 feet to a point of curvature;

RUNNING THENCE northwesterly, northerly and northeasterly along a curve bearing to the right having a radius of 20.00 feet and arc length of 38.80 feet to a point of tangency on the southeasterly side of Center Boulevard (100 feet wide);

RUNNING THENCE northeasterly along the southeasterly side of Center Boulevard 185.26 feet to the southerly side of 47th Road (60 feet wide);

RUNNING THENCE easterly along the southerly side of 47th Road, 351.37 feet to the westerly side of 5th Street;

RUNNING THENCE southerly along the westerly side of 5th Street, 200.00 feet to the corner formed by the intersection of the westerly side of 5th Street with the northerly side of 48th Avenue the point of place of Beginning.