Flushing Industrial Park, Parcels 1, 2 and 3

Tax Block 5066,
Lots 1201 to 1205 (former Lots 1 and 100),
Lots 1001 to 1169 (former Lot 9002),
Lots 1301 to 1579 (former Lot 9001) and
Lot 9100

QUEENS, NEW YORK

2011 Periodic Review Report Addendum

NYSDEC BCP Site Numbers:
C241051 (Parcel 1), C241078 (Parcel 2) and C241079 (Parcel 3)

AKRF Project Number: 30141

Prepared for:

Flushing Town Center III, LP
% Onex Real Estate Partners
620 Eighth Avenue, 22nd Floor
New York, NY 10018

Prepared by:

AKRF Engineering, P.C.
440 Park Avenue South
New York, NY 10016
212-696-0670

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P.E. CERTIFICATION

I, Michelle Lapin, am currently a registered professional engineer licensed by the State of New York. I had primary direct responsibility for implementation of the 2007 Site Management Plan protocols, and I certify that the documentation of site management activities is accurately presented in the 2011 Periodic Review Report Addendum for Flushing Industrial Park, Parcel 1 (BCP Site No. C241051), Parcel 2 (BCP Site No. C241078), and Parcel 3 (BCP Site No. C241079).

For each institutional or engineering control identified for the site, I certify that all of the following statements are true:

(a) the institutional control and engineering control employed at this site is unchanged from the date the control was put in place, or last approved by DER, with the exceptions cited in this Periodic Review Report Addendum;

(b) nothing has occurred that would impair the ability of such control to protect public health and the environment;

(c) nothing has occurred the would constitute a violation or failure to comply with any Site Management Plan for this control; and

(d) access to the site will continue to be provided to DER to evaluate the remedy, including access to evaluate the continued maintenance of this control.

NYS Professional Engineer #073934-1

6/6/12

Date

Signature

1.0 INTRODUCTION

This Periodic Review Report (PRR) Addendum was prepared to expand upon the previously presented 2011 PRR dated February 2012 for the Flushing Industrial Park (Eastern), Parcel 1 (BCP Site No. C241051), Flushing Industrial Park (Western), Parcel 2 (BCP Site No. C241078), and Flushing Industrial Park (Western Waterfront), Parcel 3 (BCP Site No. C241079). These three Parcels comprise approximately 13.3 acres located on the northwestern corner of College Point Boulevard and 40th Road, in Flushing, Queens, New York (collectively, the Property). The Property location is shown on Figure 1. These Parcels are in the New York State Department of Environmental Conservation's (NYSDEC) Brownfield Cleanup Program (BCP). Brownfield Cleanup Agreements (BCAs) were executed in December 2004 and amended BCAs were executed in June 2005, December 2006, April 2007 and November 2007.

The initial 2010 Site Management Report (also known as a PRR) was not accepted by NYSDEC in May 2011 since the remedy could not be certified at that time due to ongoing construction activities. A Corrective Measures Work Plan was prepared in June 2011 and implemented later that year. A Corrective Measures Report documenting implementation of the work plan was provided to NYSDEC in February 2012. The 2011 PRR covered work from January 1, 2011 through February 1, 2012; this PRR Addendum covers work from January 1, 2010 to December 31, 2010 to account for the period of time for the 2010 PRR which was not accepted by NYSDEC. This PRR Addendum does not change the conclusions and recommendations in the 2011 PRR dated February 2012.

Remedial activities were completed on Parcels 1, 2 and 3 between February 2006 and December 2007 under the BCP. Remedial work was performed in accordance with NYSDEC-approved work plans. The remediation was documented in three Parcel-specific Final Engineering Reports (FERs) dated December 2007, and on-going site management requirements were specified in three Site Management Plans (SMPs), submitted with the FERs. NYSDEC issued Certificates of Completion for Parcels 1, 2 and 3 in December 2007.

The purpose of a PRR is to document on-going site management activities associated with Engineering and Institutional Controls for the Property, and to certify that those controls are being implemented in accordance with the SMPs. The SMPs provide detailed descriptions of all procedures required to manage known and potential residual contamination.

2.0 LOT CHANGES

The Property is located in the County of Queens, New York and, at the time of the FER, the Property was identified as Block 5066, Lots 1, 100, 9001, 9002 and 9100. The Property is now identified as Block 5066, Lots 1001 to 1169, 1201 to 1205, 1301 to 1579, and 9100.

In 2009, Lots 1 and 100 (the ground lots) were converted to condominium Lots 1201 to 1205, the boundaries of which include discontinuous and shared areas. In addition, residential condominium Lots 1001 through 1169 (former Lot 9002—Tower 3) were created in 2009 for the residential towers located above the retail structures. In 2010, residential condominium Lots 1301 through 1579 (former Lot 9001—Towers 1 and 2) were created. Lot 9100 remains for potential future residential development (Towers 4, 5 and 6). Documentation of lot and ownership changes in 2010 is provided in Appendix A. As mentioned in the 2011 PRR, lot numbers or boundaries did not change in 2011; however, condominium sales continued. Occupancy of portions of the retail and residential spaces began in 2010 and expanded in 2011.

3.0 CONSTRUCTION ACTIVITIES

The SMP established three Residual Management Zones (RMZs):

- RMZ A refers to previously placed backfill documented to meet NYSDEC-approved site-specific action levels (SSALs). Excavated material from this zone that did not exhibit evidence of contamination was reused on-site as subsurface fill beneath the restored cover without additional sampling.
- RMZ B is material where previous endpoint sampling indicated that the material met the SSALs. Whenever this material was excavated, additional analyses were performed to confirm that the material met SSALs prior to its reuse on-site as backfill. If the excavated material exhibited evidence of contamination (i.e., odor, staining, or elevated photoionization detector (PID) readings) or if analytical results indicated concentrations above the SSALs, then the material was disposed of off-site.
- RMZ C is the material where endpoint sampling indicated concentrations greater than the SSALs. Soil in the vicinity of this known contamination was disposed of off-site.

Construction of the new development on the Property was performed throughout 2010. A qualified environmental professional oversaw invasive work that disturbed the RMZs. Selected photographs showing the subsurface disturbances are provided in Appendix B.

3.1 PERMITTING AND APPROVALS

Local building permits were issued in 2010 for continued construction. The site lots have an "E" designation for hazardous materials, which required New York City Office of Environmental Remediation (NYCOER) approval prior to NYC Department of Buildings (NYCDOB) issuance of many types of permits. (Note that prior to 2010, "E" designation issues were managed by the NYC Department of Environmental Protection (NYCDEP) rather than the NYCOER.) NYCDEP acknowledged in a letter dated August 4, 2008 that remediation and the accompanying institutional and engineering controls under the BCP adequately addressed the "E" designation requirements and allowed for all permits to be issued by NYCDOB up through Temporary Certificates of Occupancy for non-residential spaces. The August 4, 2008 correspondence was amended by NYCOER on January 21, 2010 with a Notice of No Objection to retail Temporary Certificates of Occupancy. NYCOER later approved the issuance of residential Certificates of Occupancy by Notices of Satisfaction dated May 27, 2010 and October 22, 2010. Copies of pertinent NYCDEP and NYCOER correspondences are provided in Appendix C.

3.2 SOIL DISTURBANCE

During excavation and stockpiling, AKRF field personnel continuously monitored the excavated material for evidence of contamination and conducted periodic screening for VOCs using a photoionization detector (PID). No buried tanks, drums or other containers were encountered during excavation. Construction activities disturbed two of the three Residual Management Zones in 2010.

- Soil in RMZ A was excavated intermittently on Parcels 1, 2 and 3 from January to September 2010.
- Soil in RMZ B was excavated on Parcels 1, 2 and 3 from January to February 2010.

- No soil was excavated from the RMZ C zone during 2010.

In accordance with the SMP, after the completion of any soil removal from RMZ B or RMZ C, a land survey will be performed by a New York State licensed surveyor. The locations and surveyed elevations of excavations that extended into RMZ B in 2010 are shown on Figure 2.

3.3 STOCKPILING

Soil was stockpiled based on the known or anticipated type and/or level of contamination (based on previous laboratory analytical data, PID readings, odor and/or staining). Soil exhibiting obvious contamination was stockpiled separately from potentially uncontaminated excavated material. Suspect contaminated soil was placed on rugged polyethylene tarps. Stockpiles were kept covered with appropriately anchored tarps and/or polyethylene sheeting whenever excavation and/or loading operations were not occurring. Stockpiles were encircled with haybales.

Stockpiles of excavated material were inspected as needed and after rain events; tarps and haybales were replaced as needed. Results of inspections were recorded on inspection forms maintained as part of the required construction Stormwater Pollution Prevention Plan (SWPPP). A stockpile tracking log (Table 1) was maintained to track source, sampling and final disposition of stockpiled material.

At the end of 2010, three stockpiles remained within the fenced area of Parcel 3. Stockpiles 70 and 71 contained material excavated from RMZ A and from limited off-site excavations for utility connections. Stockpile 72 contained RMZ A material. The stockpiles were placed as backfill on-site with portions disposed of off-site in April 2011, as discussed in the 2011 PRR.

3.4 WASTE CHARACTERIZATION

Stockpiles of soil planned for off-site disposal were sampled to characterize the materials. In 2010, twenty samples were collected in accordance with disposal facility requirements. Waste characterization analyses typically included: total petroleum hydrocarbons (TPH), diesel range organics (DRO), VOCs by EPA Method 8260; SVOCs by EPA Method 8270; total metals by EPA Method 6010; PCBs by EPA Method 8082; and leachable VOCs, SVOCs, pesticides, and metals using the toxicity characteristic leaching procedure (TCLP) by EPA Methods 1311, 8260, 8270, 8081, 8151, 6010 and 7470; ignitability by EPA Method 1030; corrosivity by EPA Methods 9040/9045; and/or reactivity by EPA Methods 9014/9034. The waste characterization samples were analyzed by TestAmerica in Shelton, Connecticut, a New York State-certified laboratory.

Summary laboratory analytical results for the waste characterization samples are provided in Tables 2a to 2h, and the full laboratory reports are included on the CD provided in Appendix D.

3.5 SOIL TRANSPORTATION AND DISPOSAL

All excavated material with evidence of contamination (based on prior testing, PID readings, odor and/or staining) was disposed of off-site. In addition, soil/fill material that met the SSALs, but could not be used for backfill due to its mechanical properties or composition or because it was in excess of the volume required for backfilling, was also characterized for off-site disposal. Licensed haulers were used for this material. Material disposed of off-site is summarized in the Outgoing Waste Tracking Log provided in Table 3.

Prior to off-site disposal of soil, waste characterization analytical data for the material was provided to the intended disposal facility. All facilities used in 2010 had previously approved

material for the site and furthermore provided confirmation that they reviewed the data specific to the intended material and confirmed that the material was acceptable to them under their applicable permits. The disposal facilities confirmed that the new data was consistent with the previously approved material. Acceptance letters from disposal facilities are included in Appendix E.

The Property disposed of the following wastes from excavated material in 2010:

- From January 5 to June 11, 2010, a total of 27 trucks transported 816.06 tons of non-hazardous waste for disposal at the Clean Earth landfill in Philadelphia, Pennsylvania.
- From January 7 to June 15, 2010, a total of 50 trucks transported 1,469.72 tons of non-hazardous waste for disposal at the Clean Earth treatment facility in Carteret, New Jersey.

No hazardous waste was generated at the site in 2010. The total quantities of non-hazardous wastes removed from the Property and the respective disposal locations are shown in Table 3. Copies of waste manifests and bills of lading for material disposed of off-site are included in Appendix E.

3.6 ON-SITE SOIL REUSE AS BACKFILL

Excavated material that had chemical or petroleum odors, visual chemical or petroleum staining, or elevated PID readings above 5 ppm were not reused on-site but were characterized for off-site disposal, as discussed in Sections 3.4 and 3.5. Material excavated from RMZ A (previously placed backfill) was previously documented to meet SSALs; therefore, it was reused on-site beneath the cover without additional sampling. No soil excavated from RMZ B was reused on-site in 2010.

3.7 BACKFILL FROM OFF-SITE SOURCES

No backfill material was imported to the site during 2010.

3.8 FLUIDS MANAGEMENT

Dewatering fluids discharged into the New York City sewer system were addressed through approval by NYCDEP under Case No. C-3992. Dewatering at the site for general construction stopped in early 2010.

3.9 SURVEYING

After the completion of soil removal from RMZ B, the base of the excavation was surveyed by Linear Contracting, a New York State licensed surveyor and base elevations from Linear Contracting were documented in the field by AKRF. Locations and depths from excavations in 2010 are depicted on Figure 2.

3.10 HEALTH AND SAFETY MONITORING

A Health and Safety Plan (HASP), which is as part of each SMP, includes requirements for personnel training, protocols for work zone air monitoring and community air monitoring, designated personal protection equipment, and decontamination procedures. The HASP also includes a community air monitoring plan (CAMP), which establishes protocols for VOC and particulate air monitoring to be conducted at the Property perimeter if work zone perimeter concentrations approach the applicable community action levels.

The HASP was followed for invasive work performed on the Property. Initial soil disturbance of RMZ A soil was overseen by personnel under the direction of a qualified environmental

professional. RMZ B soil disturbance included air monitoring for VOCs and dust in the work zone. In areas where evidence of contamination was noted, work zone requirements were upgraded to require OSHA HAZWOPER trained workers.

VOC concentrations were monitored with a Thermo 580B PID or equivalent, and respirable particulate matter was monitored using a Thermo PDR1000 or DustTrak 8520. No remediation work zone or community air monitoring exceedances occurred [above the 15-minute time-weighted average (TWA) action levels specified in the HASP] during any activities performed under the SMP. Copies of the air monitoring logs are provided in Appendix F.

3.11 SEDIMENT AND EROSION CONTROL MEASURES

A construction-phase SWPPP, provided as an appendix to the SMPs, included erosion and sediment controls in conformance with requirements presented in the New York State Guidelines for Urban Erosion and Sediment Control. Typical measures that were implemented to limit the potential for erosion and migration of soil included the use of hay bales, sewer inlet protection, a stabilized construction entrance, and dust control measures.

4.0 SITE COVER OPERATION AND MAINTENANCE

Exposure to residual contaminated soil/fill is prevented by an engineered composite cover system. The site cover in place at the time of the FER submission in 2007 consisted of concrete building slabs and sidewalks and asphalt pavement. Construction activities have occurred since the initial site cover was placed. During 2010, the site cover was modified with asphalt and additional concrete placed for building, loading dock and sidewalk construction. Disturbance of the composite cover system and underlying residual soil was performed in accordance with the SMPs, as discussed in Section 3.0.

Annual site cover inspections consisted of checking the asphalt/concrete pavement for holes, cracking and/or signs of damage. The site cover was inspected on December 20, 2010 for the 2010 annual inspection (see Site Cover Inspection Form and photographs in Appendix G). There were openings in the site cover noted during the 2010 inspection due to ongoing construction. Recommended corrective action consisted of restoration of the cover, which was completed in September and October 2011.

The site cover was inspected again on February 2, 2012 for the 2011 annual PRR. All observed pavement was found to be intact, with no signs of significant cracking or damage. No corrective actions were recommended at that time and the site cover was certified, as documented in the PRR dated February 2012. Updated IC/EC Certification forms covering the full two-year period from January 1, 2010 to January 1, 2012 are provided in Appendix H.

5.0 VAPOR MITIGATION SYSTEM OPERATION AND MAINTENANCE

The vapor mitigation system design and installation oversight were conducted by Langan Engineering and Environmental Services, Inc. (Langan) of Elmwood Park, New Jersey. The sub-slab depressurization system (SSDS) construction was completed and operational in November 2007, as documented in Langan's Engineering Controls (EC) Completion Report, dated November 28, 2007, which was presented with the FER. As permitted by the SMP, prior to initial building occupancy, operation of the sub-slab depressurization system was temporarily suspended during construction. From December 2007 to January 2010, the vapor mitigation system was temporarily taken out of service while construction continued on the western retail building.

In January 2010, the SSDS was reactivated prior to building occupancy. Langan conducted confirmation testing of the SSDS while in active operation on January 20, 2010 and concluded that the SSDS was operating effectively. As outlined in Langan's Soil Vapor Mitigation System Activation Status Memorandum dated January 22, 2010 (see Appendix I), the vapor mitigation measures have been modified since the submittal of the EC Completion Report and initial certification. These modifications included:

- The extension of the exhaust stacks to six stories above ground level;
- The addition of a second in-line fan to each stack on the 4th floor near the top of each stack;
- The reinstallation of the vapor barrier in the northern half of the western retail building footprint;
- The installation of a waterproofing course of Liquid Boot (a secondary vapor barrier) to the underside of the western retail building slab; and
- Modifications to the number and locations of clean-outs and sampling ports (SP).

Langan's Annual Status Memorandum, dated January 31, 2011 reported that no additional modifications have been made to the SSDS since the January 2010 activation and certification. Vacuum measurements collected below the in-line fans were all in acceptable range during Langan's routine inspections. Measurable vacuum/pressure was documented at each of the accessible endpoint cleanout points of the SSDS which indicates that the SSDS has maintained negative pressure in the gravel beneath the vapor barrier. Langan's January 31, 2011 memorandum is provided in Appendix I.

6.0 MONITORING

6.1 ENGINEERING CONTROL SYSTEM MONITORING

Engineering control system monitoring included the site cover inspection discussed in Section 4.0. Sub-slab depressurization system inspection and monitoring was performed generally on a quarterly basis in February, May/June, August, and October 2010, as discussed in Section 6.2.

6.2 VAPOR SYSTEM MONITORING

6.2.1 Vapor System Inspection

The SSDS has been inspected regularly since the system was restarted on January 20, 2010. Inspections confirmed that the SSDS operated effectively in 2010. Inspections were conducted on a weekly basis during the first month after restart and approximately quarterly thereafter (as part of the quarterly vapor discharge sampling).

The vapor system inspections consisted of measuring flow rates and vacuum readings to confirm system operation. Inspections performed in 2010 indicated that all fans were operational (with the exception of Fan 3B in November and December 2010, which was subsequently replaced in 2011). Measureable vacuum was noted at vapor sampling ports on both the 1st floor and 4th floor. Inspection logs were presented as attachments to Langan's memorandum provided in Appendix I, and in the previously submitted Quarterly Vapor Monitoring Reports.

6.2.2 Vapor System Sampling

Vapor samples were collected for laboratory analysis from the sampling ports directly below each of the eight 4th floor SSDS fans to confirm that emissions were below the

thresholds in the NYSDEC Division of Air Resources (DAR) publication "*Air Guide-1: Annual Guideline Concentrations (AGC)/Short-term Guideline Concentrations (SGC) Tables*", dated October 18, 2010. Samples were collected generally on a quarterly basis on February 8, May 24, June 1, August 10, and October 29, 2010. Vapor sampling results were provided in the Quarterly Vapor Monitoring Reports and in the 2011 PRR dated April 2012. The analytical results indicated that effluent treatment is not warranted as part of the vapor mitigation system.

6.3 GROUNDWATER MONITORING

No groundwater monitoring was performed in 2010 due to a large number of monitoring wells damaged during construction and ongoing work in the immediate vicinity of damaged wells. NYSDEC was notified of this modification to the SMP initially via e-mail on November 9, 2009 and again in the initial 2010 Site Management Report. Damaged monitoring wells were replaced and groundwater sampling resumed in October 2011, as detailed in the 2011 PRR dated April 2012.

7.0 INSTITUTIONAL AND ENGINEERING CONTROL COMPLIANCE

The IC/EC Certification Form was completed for each of the three remediation Parcels based on results from the site monitoring and inspections described in the 2011 PRR and this PRR Addendum. Copies of the forms covering the period from January 1, 2010 to January 1, 2012 are provided as Appendix H. Although ongoing construction work resulted in changes to the ICs and ECs, at the end of the reporting period, the ICs and ECs were in place and functioning as designed. A discussion related to certification items requiring clarification is provided within the PRR dated February 2012 and this PRR Addendum.

TABLES

Flushing Industrial Park, Parcels 1-3

Table 1

Stockpile Tracking Log

Stockpile ID	Stockpile Material Origin	Residual Management Zones	Evidence of Contamination	Lab Sample Date	Laboratory Sample Analyses	Lab Results	Final Stockpile Disposition
65	Utility excavations on the southwestern portion of the site and south of the parking garage; grading RMZ-A on the southwest and southern portions of the site. Sidewalk repairs on east and south perimeters.	RMZ-A	No odors, staining or PID above background	CE-Stockpile-65A and B (11/10/09), CE-Stockpile-65C (11/24/09), CE-Stockpile-65D (12/22/09), CE-Stockpile-65E (12/23/09)	11/10/09 - 2, 8-point composites for total VOCs, PAHs, total and TCLP metals, ignitability, corrosivity, reactivity, sulfur, cyanide and PCBs 12/2/09 - one grab and 1, 8-pt composite for total VOCs, PAHs, total and TCLP metals, ignitability, corrosivity, reactivity, sulfur, cyanide and PCBs. 12/22/09 and 12/23/09 2 grab and 2, 8-pt composites for total VOCs, PAHs, total and TCLP metals, ignitability, corrosivity, reactivity, sulfur, cyanide and PCBs.	Approved for disposal at Clean Earth Carteret	Stockpile 65 disposed of at Clean Earth Carteret in January and June 2010
66	Utility excavations on northwestern portion of the site (north of BJ's)	RMZ-B (bottom of 40th Rd. gate and north of western retail building)	Petroleum-like and staining; slightly elevated PID readings (5ppm)	CE-Stockpile-66 A1 and A2 (12/7/09); CE-Stockpile-66B, C and D (12/18/09)	12/7/09 - 2 grabs for TPH DRO, total SVOCs and TCLP VOCs; 1 composite for TOX, total VOCs, total and TCLP metals (+cu, ni, zn), RCRA characteristics, PCBs, total sulfur and other full TCLP (TCLP SVOCs, pesticides and herbicides) 12/18/09 - 3 grabs for TPH DRO, total SVOCs	Approved for disposal at Clean Earth Carteret	Stockpile 66 disposed of at Clean Earth Carteret in January 2010
67	Utility excavations south of parking garage	RMZ-B	No odors, staining or PID above background	NA	NA	NA	Stockpile 67 added to Stockpile 68 and subsequently disposed of at Clean Earth Philadelphia
68	Utility excavations east-adjacent to the parking garage, on the southwestern portion of the site and the northwesternmost portion of the site.	RMZ B	No odors, staining or PID above background east of the parking garage; slight petroleum-like odor (no elevated PID readings) on the southwestern portion of the site	CE-Stockpile-68A through F and CE-Stockpile-68-1 (1/11/10); CE-Stockpile-68 G and F (3/31/10); CE-Stockpile-68H through K (5/3/10)	1/11/10 - 6 grabs for TPH DRO, total SVOCs and TCLP VOCs; 1 composite for TOX, total VOCs, total and TCLP metals (+cu, ni, zn), RCRA characteristics, PCBs, total sulfur and other full TCLP (TCLP SVOCs, pesticides and herbicides); 3/31/10- 1 grab for TPH DRO and 1 composite for TOX, total VOCs, total and TCLP metals (+cu, ni, zn), RCRA characteristics, PCBs, total sulfur and other full TCLP (TCLP SVOCs, pesticides and herbicides) 5/3/10-2 composites for TCL SVOCs and TPH DRO	Approved for disposal at Clean Earth Philadelphia	Stockpile 68 disposed of at Clean Earth Philadelphia in June 2010
69	Utility excavation south adjacent to the parking garage.	RMZ B	Slight creosote-like odor, no elevated PID readings, black-stained timbers, clayey material	CE-Stockpile-69A, 69B, 69C, 69C and 691 (5/3/10)	5/3/10 - 4-composites for TPH DRO to C44 and total SVOCs (CE-Stockpile-69A additionally sampled for TCLP VOCs); 3 grabs composited for TOX, total VOCs, total and TCLP metals (+cu, ni, zn), RCRA characteristics, PCBs, total sulfur and other full TCLP (TCLP SVOCs, pesticides and herbicides);	Approved for disposal at Clean Earth Philadelphia	Stockpile 69 disposed of at Clean Earth Philadelphia in June 2010
70	Asphalt/millings	RMZ A and Off-site	NA	NA	NA	NA	As of 12/20/10, staged in fenced area on the western portion of the site (Parcel 3)
71	Off-site utility excavation at the bottom of 40th Road west (near site entrance)	Off-site	No odors, staining or PID above background	NA	NA	NA	As of 12/20/10, staged in fenced in area on the southwestern portion of the site (Parcel 3)

Flushing Industrial Park, Parcels 1-3

Table 1

Stockpile Tracking Log

Stockpile ID	Stockpile Material Origin	Residual Management Zones	Evidence of Contamination	Lab Sample Date	Laboratory Sample Analyses	Lab Results	Final Stockpile Disposition
72	Utility excavations on the southwestern portion of the site and south of the parking garage	RMZ-A	No odors, staining or PID above background	NA	NA	NA	As of 12/20/10, staged in fenced area on the northwestern portion of the site (Parcel 3)

Notes

1. This table includes only stockpiles present on-site during 2010.
2. Laboratory analyses varied depending on the disposal facility requirements.
3. RMZ = residual management zone
4. TPH = total petroleum hydrocarbons; DRO = diesel range organics; VOCs = volatile organic compounds; SVOCs = semivolatile organic compounds; TCLP = toxicity characteristic leaching procedure; PCBs = polychlorinated biphenyls

Table 2A

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

Volatile Organic Compounds

Client ID Lab Sample ID Date Sampled ug/kg	CE-Stockpile 68-1 220-11286-7 1/11/2010	CE-Stockpile-69-1 220-12119-7 5/3/2010
1,1,1-Trichloroethane	2 U	0.73 U
1,1,2,2-Tetrachloroethane	1.9 U	0.72 U
1,1,2-Trichloroethane	1.4 U	0.51 U
1,1-Dichloroethane	1.1 U	0.41 U
1,1-Dichloroethene	2.1 U	0.80 U
1,2-Dichloroethane	2.1 U	0.80 U
1,2-Dichloropropane	2.5 U	0.92 U
2-Hexanone	4.4 U	1.7 U
Acetone	42 J *	10 J B
Benzene	2.1 U	0.79 U
Bromodichloromethane	1.1 U	0.41 U
Bromoform	2.2 U	0.84 U
Bromomethane	7.7 U	2.9 U
Carbon disulfide	1.5 U	1.5 J
Carbon tetrachloride	3.5 U	1.3 U
Chlorobenzene	2.2 U	0.81 U
Chloroethane	3.6 U	1.3 U
Chloroform	1.3 U	0.47 U
Chloromethane	2.9 U	1.1 U
cis-1,2-Dichloroethene	1.4 U	0.51 U
cis-1,3-Dichloropropene	2.1 U	0.77 U
Dibromochloromethane	1.3 U	0.48 U
Ethylbenzene	2.6 U	0.96 U
Methyl Ethyl Ketone	5.9 U	2.2 U
methyl isobutyl ketone	2 U	0.76 U
Methylene Chloride	11 J B	3.3 J B
Styrene	0.55 U	0.21 U
Tetrachloroethene	3 U	1.1 U
Toluene	0.27 U	0.10 U
trans-1,2-Dichloroethene	1.4 U	0.54 U
trans-1,3-Dichloropropene	0.99 U	0.37 U
Trichloroethene	3 U	1.1 U
Vinyl chloride	0.85 U	0.32 U
Xylenes, Total	1.8 U	0.67 U

Table 2B

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

Semi-Volatile Organic Compounds

Client ID	CE-Stockpile 68-A	CE-Stockpile 68-B	CE-Stockpile 68-C	CE-Stockpile 68-D	CE-Stockpile 68-E	CE-Stockpile 68-F
Lab Sample ID	220-11286-1	220-11286-2	220-11286-3	220-11286-4	220-11286-5	220-11286-6
Date Sampled	1/11/2010	1/11/2010	1/11/2010	1/11/2010	1/11/2010	1/11/2010
Dilution	1	1	1	20	1	1
ug/kg						
1,2,4-Trichlorobenzene	31 J	28 J	26 J	510 U	23 J	41 J
1,2-Dichlorobenzene	23 U	23 U	20 U	460 U	20 U	21 U
1,3-Dichlorobenzene	19 U	20 U	17 U	390 U	17 U	18 U
1,4-Dichlorobenzene	23 U	23 U	20 U	460 U	20 U	21 U
2,2'-oxybis[1-chloropropane]	20 U	20 U	18 U	410 U	18 U	18 U
2,4,5-Trichlorophenol	20 U	20 U	17 U	390 U	17 U	18 U
2,4,6-Trichlorophenol	11 U	11 U	9.4 U	210 U	9.3 U	9.7 U
2,4-Dichlorophenol	21 U	21 U	18 U	420 U	18 U	19 U
2,4-Dimethylphenol	19 U	19 U	17 U	380 U	16 U	17 U
2,4-Dinitrophenol	120 U	120 U	100 U	2,400 U	100 U	110 U
2,4-Dinitrotoluene	31 U	31 U	27 U	620 U	27 U	28 U
2,6-Dinitrotoluene	11 U	11 U	10 U	230 U	9.9 U	10 U
2-Chloronaphthalene	17 U	17 U	15 U	330 U	14 U	15 U
2-Chlorophenol	23 U	23 U	20 U	460 U	20 U	21 U
2-Methylnaphthalene	110 J	97 J	77 J	310 J	80 J	90 J
2-Methylphenol	23 U	23 U	21 U	470 U	20 U	21 U
2-Nitroaniline	24 U	24 U	21 U	480 U	21 U	22 U
2-Nitrophenol	25 U	25 U	22 U	490 U	21 U	22 U
3,3'-Dichlorobenzidine	80 U	80 U	70 U	1,600 U	70 U	73 U
3-Nitroaniline	12 U	12 U	11 U	250 U	11 U	11 U
4,6-Dinitro-2-methylphenol	170 U	170 U	150 U	3,400 U	150 U	150 U
4-Bromophenyl phenyl ether	25 U	25 U	22 U	500 U	22 U	23 U
4-Chloro-3-methylphenol	16 U	16 U	14 U	320 U	14 U	15 U
4-Chloroaniline	63 U	64 U	56 U	1300 U	55 U	58 U
4-Chlorophenyl phenyl ether	29 U	29 U	25 U	580 U	25 U	26 U
4-Methylphenol	110 J	140 J	73 J	510 U	50 J	60 J
4-Nitroaniline	30 U	30 U	26 U	600 U	26 U	27 U
4-Nitrophenol	29 U	30 U	26 U	590 U	26 U	27 U
Acenaphthene	170 J	190 J	110 J	1800 J	120 J	110 J
Acenaphthylene	91 J	97 J	65 J	380 U	130 J	220 J
Anthracene	440	410	320 J	7400 J	320 J	380
Benzo[a]anthracene	1,700	1,400	1,300	25,000	1,200	1,700
Benzo[a]pyrene	1,700	1,400	1,400	20,000	1,400	2,000
Benzo[b]fluoranthene	2,100	1,400	1,400	24,000	1,400	1,800
Benzo[g,h,i]perylene	1,900	2,000	1,800	13,000	1,800	2,200
Benzo[k]fluoranthene	760	580	500	7,500 J	520	730
Benzyl alcohol	37 U	37 U	32 U	740 U	32 U	33 U
Bis(2-chloroethoxy)methane	18 U	18 U	16 U	360 U	16 U	16 U
Bis(2-chloroethyl)ether	20 U	20 U	18 U	410 U	18 U	18 U
Bis(2-ethylhexyl) phthalate	620 B	700 B	630 B	1,700 J B	730 B	840 B
Butyl benzyl phthalate	22 U	37 J	31 J	440 U	44 J	44 J
Carbazole	120 J	130 J	100 J	940 J	100 J	72 J
Chrysene	1,800	1,400	1,400	26,000	1,300	1,700
Dibenz(a,h)anthracene	500	490	550	6,800 J	490	730
Dibenzofuran	130 J	110 J	86 J	4,700 J	96 J	91 J
Diethyl phthalate	39 U	39 U	34 U	790 U	42 J	36 U
Dimethyl phthalate	22 U	22 U	20 U	450 U	19 U	20 U
Di-n-butyl phthalate	150 J B	160 J B	150 J B	1,100 U	160 J B	150 J B
Di-n-octyl phthalate	22 U	22 U	19 U	440 U	19 U	20 U
Fluoranthene	2,800	2,000	1,800	47,000	1,600	1,800
Fluorene	210 J	240 J	140 J	6,500 J	160 J	150 J
Hexachlorobenzene	27 U	27 U	24 U	540 U	24 U	25 U
Hexachlorobutadiene	30 U	30 U	26 U	600 U	26 U	27 U
Hexachlorocyclopentadiene	180 U	180 U	160 U	3,700 U	160 U	170 U
Hexachloroethane	22 U	22 U	20 U	450 U	19 U	20 U
Indeno[1,2,3-cd]pyrene	2,100	2,100	1,900	15,000	1,900	2,400
Isophorone	21 U	22 U	19 U	430 U	19 U	20 U
Naphthalene	280 J	250 J	180 J	620 J	180 J	210 J
Nitrobenzene	25 U	25 U	22 U	500 U	22 U	23 U
N-Nitrosodi-n-propylamine	26 U	26 U	23 U	530 U	23 U	24 U
N-Nitrosodiphenylamine	22 U	22 U	19 U	440 U	19 U	20 U
Pentachlorophenol	240 U	240 U	210 U	4,800 U	210 U	220 U
Phenanthrene	1,500	1,500	1,100	27,000	1,200	1,100
Phenol	26 U	26 U	23 U	520 U	23 U	23 U
Pyrene	4,900	4,000	3,600	47,000	3,400	3,700

Table 2B

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

Semi-Volatile Organic Compounds

Client ID	CE-Stockpile-69A	CE-Stockpile-69B	CE-Stockpile-69C	CE-Stockpile-69D	CE-Stockpile-69E	CE-Stockpile-69F
Lab Sample ID	220-12119-1	220-12119-2	220-12119-3	220-12119-4	220-12119-5	220-12119-6
Date Sampled	5/3/2010	5/3/2010	5/3/2010	5/3/2010	5/4/2010	5/4/2010
Dilution	2	5	2	5	2	4
ug/kg						
1,2,4-Trichlorobenzene	580 J	2,200	46 U	1,300 J	130 J	310 J
1,2-Dichlorobenzene	42 U	100 U	41 U	110 U	46 U	110 U
1,3-Dichlorobenzene	36 U	87 U	35 U	94 U	39 U	93 U
1,4-Dichlorobenzene	53 J	100 U	41 U	110 U	46 U	110 U
2,2'-oxybis[1-chloropropane]	37 U	91 U	36 U	97 U	41 U	96 U
2,4,5-Trichlorophenol	36 U	88 U	35 U	95 U	39 U	93 U
2,4,6-Trichlorophenol	20 U	48 U	19 U	51 U	21 U	51 U
2,4-Dichlorophenol	38 U	93 U	37 U	100 U	42 U	99 U
2,4-Dimethylphenol	35 U	85 U	34 U	91 U	38 U	90 U
2,4-Dinitrophenol	210 U	520 U	210 U	560 U	240 U	560 U
2,4-Dinitrotoluene	57 U	140 U	56 U	150 U	62 U	150 U
2,6-Dinitrotoluene	21 U	51 U	20 U	55 U	23 U	54 U
2-Chloronaphthalene	30 U	74 U	30 U	80 U	33 U	79 U
2-Chlorophenol	41 U	100 U	41 U	110 U	46 U	110 U
2-Methylnaphthalene	500 J	1,100 J	160 J	1,200 J	540 J	1,200 J
2-Methylphenol	43 U	100 U	42 U	110 U	47 U	110 U
2-Nitroaniline	43 U	110 U	42 U	110 U	48 U	110 U
2-Nitrophenol	45 U	110 U	44 U	120 U	49 U	120 U
3,3'-Dichlorobenzidine	150 U	360 U	140 U	390 U	160 U	380 U
3-Nitroaniline	23 U	56 U	22 U	60 U	25 U	59 U
4,6-Dinitro-2-methylphenol	310 U	750 U	300 U	810 U	340 U	800 U
4-Bromophenyl phenyl ether	46 U	110 U	45 U	120 U	51 U	120 U
4-Chloro-3-methylphenol	29 U	72 U	29 U	77 U	32 U	76 U
4-Chloroaniline	120 U	280 U	110 U	310 U	130 U	300 U
4-Chlorophenyl phenyl ether	53 U	130 U	51 U	140 U	58 U	140 U
4-Methylphenol	47 U	110 U	46 U	120 U	51 U	120 U
4-Nitroaniline	55 U	130 U	53 U	140 U	60 U	140 U
4-Nitrophenol	54 U	130 U	53 U	140 U	59 U	140 U
Acenaphthene	42 U	100 U	530 J	780 J	89 J	110 U
Acenaphthylene	100 J	85 U	34 U	200 J	140 J	110 J
Anthracene	1,100	2,200	1,500	4,800	1,600	3,700
Benzo[a]anthracene	4,200	5,700	3,400	14,000	4,500	8,000
Benzo[a]pyrene	3,900	4,900	3,300	12,000	3,800	6,500
Benzo[b]fluoranthene	5,000	7,000	3,700	15,000	4,500	7,800
Benzo[g,h,i]perylene	3,300	4,200	2,700	12,000	3,700	5,700
Benzo[k]fluoranthene	1,900	2,200	1,400	5,400	1,700	3,000
Benzyl alcohol	67 U	170 U	66 U	180 U	74 U	180 U
Bis(2-chloroethoxy)methane	33 U	81 U	32 U	87 U	36 U	86 U
Bis(2-chloroethyl)ether	37 U	91 U	36 U	97 U	41 U	96 U
Bis(2-ethylhexyl) phthalate	170 J	170 U	67 U	200 J	95 J	180 U
Butyl benzyl phthalate	40 U	98 U	39 U	110 U	44 U	100 U
Carbazole	610 J	1,400 J	520 J	1800 J	720 J	1,600 J
Chrysene	4,400	5,400	3,300	13,000	4,200	7,500
Dibenz(a,h)anthracene	1,200	2,000	55 U	4,300	1,500	2,500
Dibenzofuran	620 J	1,300 J	360 J	1,800 J	680 J	1,700 J
Diethyl phthalate	72 U	180 U	70 U	190 U	79 U	190 U
Dimethyl phthalate	41 U	100 U	40 U	110 U	45 U	110 U
Di-n-butyl phthalate	840	2,100	100 U	2,200	930	2,200
Di-n-octyl phthalate	40 U	99 U	40 U	110 U	44 U	110 U
Fluoranthene	6,000	9,200	7,200	26,000	7,900	15,000
Fluorene	400 J	630 J	130 J	2,000	710 J	1,600 J
Hexachlorobenzene	49 U	120 U	48 U	130 U	54 U	130 U
Hexachlorobutadiene	55 U	130 U	54 U	140 U	60 U	140 U
Hexachlorocyclopentadiene	340 U	820 U	330 U	880 U	370 U	870 U
Hexachloroethane	41 U	100 U	40 U	110 U	45 U	110 U
Indeno[1,2,3-cd]pyrene	3,900	4,900	3,500	15,000	4,600	7,600
Isophorone	39 U	96 U	39 U	100 U	43 U	100 U
Naphthalene	650 J	1,200 J	36 U	1400 J	670 J	1,400 J
Nitrobenzene	45 U	110 U	44 U	120 U	50 U	120 U
N-Nitrosodi-n-propylamine	48 U	120 U	47 U	130 U	53 U	120 U
N-Nitrosodiphenylamine	40 U	98 U	39 U	110 U	44 U	100 U
Pentachlorophenol	430 U	1,100 U	420 U	1100 U	480 U	1100 U
Phenanthrene	3,300	5,400	4,700	19,000	5,900	13,000
Phenol	47 U	120 U	46 U	120 U	52 U	120 U
Pyrene	7,500	10,000	5,400	30,000	10,000	19,000

Table 2B

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

Semi-Volatile Organic Compounds

Client ID	CE-Stockpile-69-1	CE-Stockpile-68H	CE-Stockpile-68I	CE-Stockpile-68J	CE-Stockpile-68K
Lab Sample ID	220-12119-7	220-12119-8	220-12119-9	220-12119-10	220-12119-11
Date Sampled	5/3/2010	5/3/2010	5/3/2010	5/3/2010	5/3/2010
Dilution	10	1	1	1	5
ug/kg					
1,2,4-Trichlorobenzene	1,500 J	20 U	19 U	37 J	100 U
1,2-Dichlorobenzene	220 U	18 U	17 U	18 U	93 U
1,3-Dichlorobenzene	180 U	16 U	15 U	15 U	79 U
1,4-Dichlorobenzene	220 U	18 U	17 U	30 J	93 U
2,2'-oxybis[1-chloropropane]	190 U	16 U	15 U	16 U	82 U
2,4,5-Trichlorophenol	190 U	16 U	15 U	15 U	79 U
2,4,6-Trichlorophenol	100 U	8.5 U	8.0 U	8.3 U	43 U
2,4-Dichlorophenol	200 U	17 U	16 U	16 U	84 U
2,4-Dimethylphenol	180 U	15 U	14 U	15 U	76 U
2,4-Dinitrophenol	1,100 U	93 U	87 U	90 U	470 U
2,4-Dinitrotoluene	290 U	25 U	23 U	24 U	130 U
2,6-Dinitrotoluene	110 U	9.1 U	8.5 U	8.8 U	46 U
2-Chloronaphthalene	160 U	13 U	12 U	13 U	67 U
2-Chlorophenol	210 U	18 U	17 U	18 U	91 U
2-Methylnaphthalene	2,300 J	200 J	200 J	230 J	1,000 J
2-Methylphenol	220 U	19 U	17 U	18 U	94 U
2-Nitroaniline	220 U	19 U	18 U	18 U	96 U
2-Nitrophenol	230 U	20 U	18 U	19 U	99 U
3,3'-Dichlorobenzidine	760 U	64 U	60 U	62 U	320 U
3-Nitroaniline	120 U	9.9 U	9.3 U	9.6 U	50 U
4,6-Dinitro-2-methylphenol	1,600 U	130 U	130 U	130 U	680 U
4-Bromophenyl phenyl ether	240 U	20 U	19 U	19 U	100 U
4-Chloro-3-methylphenol	150 U	13 U	12 U	12 U	65 U
4-Chloroaniline	600 U	51 U	47 U	49 U	260 U
4-Chlorophenyl phenyl ether	270 U	23 U	21 U	22 U	120 U
4-Methylphenol	240 U	20 U	19 U	20 U	100 U
4-Nitroaniline	280 U	24 U	22 U	23 U	120 U
4-Nitrophenol	280 U	24 U	22 U	23 U	120 U
Acenaphthene	220 U	18 U	17 U	18 U	93 U
Acenaphthylene	1,400 J	15 U	14 U	16 J	77 U
Anthracene	4,500	390	370	470	2,400
Benzo[a]anthracene	17,000	840	950	1,500	7,400
Benzo[a]pyrene	16,000	760	880	1,300	6,200
Benzo[b]fluoranthene	18,000	890	950	1,500	6,700
Benzo[g,h,i]perylene	15,000	790	810	1,200	4,400
Benzo[k]fluoranthene	7,400	310	360	570	2,700
Benzyl alcohol	350 U	29 U	28 U	28 U	150 U
Bis(2-chloroethoxy)methane	170 U	14 U	13 U	14 U	73 U
Bis(2-chloroethyl)ether	190 U	16 U	15 U	16 U	82 U
Bis(2-ethylhexyl) phthalate	360 U	280 J	190 J	3,200	270 J
Butyl benzyl phthalate	210 U	170 J	35 J	69 J	110 J
Carbazole	2,900 J	270 J	240 J	290 J	1,300 J
Chrysene	16,000	800	960	1,500	6,600
Dibenz(a,h)anthracene	5,800	410	400	570	2,400
Dibenzofuran	2,800 J	260 J	250 J	290 J	1,400 J
Diethyl phthalate	370 U	31 U	29 U	30 U	160 U
Dimethyl phthalate	210 U	18 U	17 U	17 U	90 U
Di-n-butyl phthalate	4,400	370	350	360	1,900
Di-n-octyl phthalate	210 U	18 U	17 U	17 U	89 U
Fluoranthene	19,000	1,100	980	1,600	6,500
Fluorene	1,400 J	150 J	130 J	220 J	1,300 J
Hexachlorobenzene	260 U	22 U	20 U	21 U	110 U
Hexachlorobutadiene	280 U	24 U	22 U	23 U	120 U
Hexachlorocyclopentadiene	1,700 U	150 U	140 U	140 U	740 U
Hexachloroethane	210 U	18 U	17 U	17 U	90 U
Indeno[1,2,3-cd]pyrene	19,000	1,000	970	1,500	6,300
Isophorone	200 U	17 U	16 U	17 U	87 U
Naphthalene	2,600 J	230 J	250 J	300	1,100 J
Nitrobenzene	240 U	20 U	19 U	19 U	100 U
N-Nitrosodi-n-propylamine	250 U	21 U	20 U	20 U	110 U
N-Nitrosodiphenylamine	210 U	18 U	16 U	17 U	89 U
Pentachlorophenol	2,200 U	190 U	180 U	180 U	960 U
Phenanthrene	8,400	880	800	1,600	8,400
Phenol	240 U	21 U	19 U	34 J	100 U
Pyrene	31,000	1,800	2,200	3,200	13,000

Table 2C

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

Metals

Client ID Lab Sample ID Date Sampled mg/kg	CE-Stockpile 68-1 220-11286-7 1/11/2010	CE-Stockpile-69-1 220-12119-7 5/3/2010
Arsenic	13.1	14.5
Barium	461	79.7
Cadmium	1.7 J	0.77 J
Chromium	25.4	43.7
Copper	94.3	158
Lead	1,310	380
Mercury	1.2	0.92
Nickel	21.2	29.7
Selenium	4.6 U	4.2 U
Silver	0.32 J	0.78 J
Zinc	795	339

Table 2D

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

Polychlorinated Biphenyls

Client ID	**CE-Stockpile 68-1**	**CE-Stockpile-69-1**
Lab Sample ID	**220-11286-7**	**220-12119-7**
Date Sampled	**1/11/2010**	**5/3/2010**
Dilution	**1**	**500**
ug/kg		
PCB-1016	2 U	910 U
PCB-1221	2 U	910 U
PCB-1232	2 U	910 U
PCB-1242	2 U	910 U
PCB-1248	2 U	910 U
PCB-1254	78 p	990 U
PCB-1260	270	74,000

Table 2E

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

TCLP *Pesticides*

Client ID Lab Sample ID Date Sampled mg/L	CE-Stockpile 68-A 220-11286-1 1/11/2010	CE-Stockpile-69A 220-12119-1 5/3/2010
1,1-Dichloroethene	0.00083 U	0.00083 U
1,2-Dichloroethane	0.00072 U	0.00072 U
Benzene	0.00074 U	0.00074 U
Carbon tetrachloride	0.0011 U	0.0011 U
Chlorobenzene	0.00072 U	0.00072 U
Chloroform	0.0026 J B	0.00067 U
Methyl Ethyl Ketone	0.0025 J	0.0011 J B
Tetrachloroethene	0.00081 U	0.00081 U
Trichloroethene	0.00062 U	0.00062 U
Vinyl chloride	0.00098 U	0.00098 U

Table 2F

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

TCLP *Semi-Volatile Organic Compounds*

Client ID	**CE-Stockpile 68-1**	**CE-Stockpile-69-1**
Lab Sample ID	**220-11286-7**	**220-12119-7**
Date Sampled	**1/11/2010**	**5/3/2010**
mg/L		
1,4-Dichlorobenzene	0.00062 U	0.00062 U
2,4,5-Trichlorophenol	0.00056 U	0.00056 U
2,4,6-Trichlorophenol	0.00074 U	0.00074 U
2,4-Dinitrotoluene	0.00080 U	0.00080 U
2-Methylphenol	0.00048 U	0.00048 U
4-Methylphenol	0.00058 U	0.00058 U
Hexachlorobenzene	0.00066 U	0.00066 U
Hexachlorobutadiene	0.00040 U	0.00040 U
Hexachloroethane	0.00074 U	0.00074 U
Nitrobenzene	0.00056 U	0.00056 U
Pentachlorophenol	0.00062 U	0.00062 U
Pyridine	0.0077 U	0.0077 U

Table 2G

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

TCLP *Metals*

Client ID **Lab Sample ID** **Date Sampled** **mg/L**	**CE-Stockpile 68-1** **220-11286-7** **1/11/2010**	**CE-Stockpile-69-1** **220-12119-7** **5/3/2010**
Arsenic	0.020 U	0.020 U
Barium	0.70	0.45
Cadmium	0.0050 U	0.0060 J
Chromium	0.0025 U	0.0026 J
Copper	0.012 J	0.18
Lead	1.4	0.40
Mercury	0.0010 U	0.0010 U
Nickel	0.063	0.089
Selenium	0.062 U	0.062 U
Silver	0.0012 U	0.0012 U
Zinc	3.1	4.2

Table 2H

Flushing Industrial Park, Parcels 1, 2 and 3

Waste Characterization Results Clean Earth Philadelphia Disposal Facility

Soil Analytical Results

TCLP Pesticides

Client ID Lab Sample ID Date Sampled mg/L	CE-Stockpile 68-1 220-11286-7 1/11/2010	CE-Stockpile-69-1 220-12119-7 5/3/2010
2,4-D	0.00010 U	0.050 U
2,4,5-TP (Silvex)	0.000090 U	0.050 U
Chlordane (technical)	0.00021 U	0.000085 U
Endrin	0.000068 U	0.000027 U
gamma-BHC (Lindane)	0.000028 U	0.000011 U
Heptachlor	0.000030 U	0.000012 U
Heptachlor epoxide	0.000028 U	0.000011 U
Methoxychlor	0.00041 U	0.00016 U
Toxaphene	0.00020 U	0.000080 U

Tables 2A-H
Flushing Industrial Park, Parcels 1, 2 and 3
Waste Characterization Results Clean Earth Philadelphia Disposal Facility
Soil Analytical Results
Notes

GENERAL

NA : Not analyzed.

U : The analyte was not detected at the indicated concentration.

J : The concentration given is an estimated value.

B : The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the environmental sample.

p : The relative percent difference (RPD) between the primary and confirmation column/detector is >40%. The lower value has been reported.

***** Laboratory Control Standard or Laboratory Control Standard Duplicate exceeds the control limits.

TCLP : Toxicity Characteristics Leaching Procedure.

µg/kg : micrograms per kilogram = parts per billion (ppb)

mg/kg : milligrams per kilogram = parts per million (ppm)

mg/L : milligrams per Liter = parts per million (ppm)

OUTGOING WASTE TRACKING
Table 3
Flushing Industrial Park, Parcels 1, 2 and 3
Flushing, New York

Truck # (per day)	Depart Date	Manifest Number	Truck ID	License Plate	Disposal Facility	Description of Waste	Disposal Date	Weight (tons)
1	1/5/2010	378418	Rainbow 847	AJ1755	Clean Earth: Philly	Non-haz (stockpile #66)	1/5/2010	26.04
2	1/5/2010	378417	NJ 822	AL660X	Clean Earth: Philly	Non-haz (stockpile #66)	1/5/2010	25.22
3	1/5/2010	378193	Rainbow 847	AJ1755	Clean Earth: Philly	Non-haz (stockpile #66)	1/5/2010	31.81
4	1/5/2010	378194	NJ 822	AL660X	Clean Earth: Philly	Non-haz (stockpile #66)	1/5/2010	28.14
1	1/7/2010	369687	Rainbow 824	AK457Y	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	26.48
2	1/7/2010	369683	Rainbow 880	AL778 N	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	28.29
3	1/7/2010	369684	Rainbow 881	AL803 R	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	26.62
4	1/7/2010	369685	NJ 823	AK661X	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	28.15
5	1/7/2010	369686	Rainbow 828	AL730J	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	28.79
6	1/7/2010	369668	Rainbow 824	AK457Y	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	29.29
7	1/7/2010	369672	Rainbow 880	AL778N	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	29.79
8	1/7/2010	369671	Rainbow 881	AL803R	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	29.38
9	1/7/2010	369670	NJ 823	AK661X	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	30.14
10	1/7/2010	369669	Rainbow 828	AL730J	Clean Earth: Carteret	Non-haz (stockpile #65)	1/7/2010	31.49
1	1/11/2010	378416	Rainbow 816	AK534T	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	28.10
2	1/11/2010	378415	Rainbow 886	AL639S	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	28.97
3	1/11/2010	378413	Rainbow 02	AL658B	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	26.13
4	1/11/2010	378414	Rainbow 819	AK503Z	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	27.53
5	1/11/2010	378412	Rainbow 80	AL599A	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	28.44
6	1/11/2010	369747	Rainbow 886	AL639S	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	27.70
7	1/11/2010	369743	Rainbow 816	AK534T	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	28.98
8	1/11/2010	369744	Rainbow 02	AL658B	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	29.19
9	1/11/2010	369746	Rainbow 80	AL599A	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	24.65
10	1/11/2010	369745	Rainbow 819	AK503Z	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	28.51
11	1/11/2010	369748	Rainbow 816	AK534T	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	31.48
12	1/11/2010	369751	Rainbow 886	AL639S	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	29.71
13	1/11/2010	369749	Rainbow 02	AL658B	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	26.13
14	1/11/2010	369750	Rainbow 80	AL599A	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	29.23
15	1/11/2010	369752	Rainbow 819	AK503Z	Clean Earth: Carteret	Non-haz (stockpile #65)	1/11/2010	31.54
1	6/9/2010	249380	Rainbow 880	AL778N	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	28.53
2	6/9/2010	249382	Rainbow 828	AM854L	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	31.34
3	6/9/2010	249384	Rainbow 881	AL803R	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	29.42
4	6/9/2010	249389	Rainbow 862	AL251K	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	27.99
5	6/9/2010	249386	Rainbow 888	AM354H	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	30.16

OUTGOING WASTE TRACKING
Table 3
Flushing Industrial Park, Parcels 1, 2 and 3
Flushing, New York

Truck # (per day)	Depart Date	Manifest Number	Truck ID	License Plate	Disposal Facility	Description of Waste	Disposal Date	Weight (tons)
6	6/9/2010	249381	Rainbow 880	AL778N	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	26.03
7	6/9/2010	249383	Rainbow 828	AM854L	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	27.71
8	6/9/2010	249385	Rainbow 881	AM803R	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	24.91
9	6/9/2010	249387	Rainbow 888	AM354H	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	31.12
10	6/9/2010	408453	Rainbow 862	AL251K	Clean Earth: Philly	Non-haz (stockpile#68)	6/9/2010	29.54
1	6/10/2010	408452	Rainbow 882	AM286B	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	33.18
2	6/10/2010	408451	Rainbow 02	AL658B	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	28.30
3	6/10/2010	408450	Rainbow 874	AL130M	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	28.15
4	6/10/2010	408449	Rainbow 872	AM635D	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	29.41
5	6/10/2010	408448	Nicholas J 825	AM234M	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	30.12
6	6/10/2010	408447	Nicholas J 207	AM856L	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	28.88
7	6/10/2010	408441	Rainbow 874	AL130M	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	31.49
8	6/10/2010	408442	Rainbow 882	AM286B	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	33.22
9	6/10/2010	408443	Rainbow 02	AL658B	Clean Earth: Philly	Non-haz (stockpile#68)	6/10/2010	31.97
10	6/10/2010	408444	Rainbow 872	AM635D	Clean Earth: Philly	Non-haz (stockpile#68/69)	6/10/2010	27.50
11	6/10/2010	408445	Nicholas J 825	AM234M	Clean Earth: Philly	Non-haz (stockpile#68/69)	6/10/2010	27.26
12	6/10/2010	408446	Nicholas J 207	AM856L	Clean Earth: Philly	Non-haz (stockpile#68/69)	6/10/2010	28.20
1	6/11/2010	408440	Rainbow 05	AL373S	Clean Earth: Philly	Non-haz (stockpile#68/69)	6/11/2010	29.71
2	6/11/2010	408374	Nicholas J 817	AM231M	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	31.31
3	6/11/2010	408377	Nicholas J 206	AM489A	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	31.55
4	6/11/2010	408375	Nicholas J 201	AL558Z	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	28.89
5	6/11/2010	408381	Rainbow 871	AM285B	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	29.78
6	6/11/2010	408380	Nicholas J 200	AM876P	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	29.41
7	6/11/2010	408379	Nicholas J 869	AM193E	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	29.82
8	6/11/2010	408376	Rainbow 878	AL774N	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	34.00
9	6/11/2010	408378	Nicholas J 817	AM231M	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	31.66
10	6/11/2010	408396	Nicholas J 206	AM489A	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	32.74
11	6/11/2010	408395	Nicholas J 201	AL558Z	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	32.39
12	6/11/2010	408394	Rainbow 871	AM285B	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	32.26
13	6/11/2010	408392	Rainbow 878	AL774N	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	34.04
14	6/11/2010	408393	Nicholas J 200	AM876P	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	34.61
15	6/11/2010	426940	Rainbow 05	AL373S	Clean Earth: Philly	Non-haz (stockpile#68/69)	6/11/2010	30.71
16	6/11/2010	408391	Nicholas J 869	AM193E	Clean Earth: Carteret	Non haz (stockpile #65)	6/11/2010	31.53

OUTGOING WASTE TRACKING
Table 3
Flushing Industrial Park, Parcels 1, 2 and 3
Flushing, New York

Truck # (per day)	Depart Date	Manifest Number	Truck ID	License Plate	Disposal Facility	Description of Waste	Disposal Date	Weight (tons)
1	6/14/2010	427040	Nicholas J 821	AM233M	Clean Earth: Carteret	Non haz (stockpile #65)	6/14/2010	32.15
2	6/14/2010	408389	Nicholas J 206	AM489A	Clean Earth: Carteret	Non haz (stockpile #65)	6/14/2010	32.59
3	6/14/2010	408390	Nicholas J 201	AL558Z	Clean Earth: Carteret	Non haz (stockpile #65)	6/14/2010	33.49
4	6/14/2010	408388	Nicholas J 821	AM233M	Clean Earth: Carteret	Non haz (stockpile #65)	6/14/2010	29.37
5	6/14/2010	408387	Nicholas J 206	AM489A	Clean Earth: Carteret	Non haz (stockpile #65)	6/14/2010	31.52
6	6/14/2010	408386	Nicholas J 29	AL558Z	Clean Earth: Carteret	Non haz (stockpile #65)	6/14/2010	28.15
1	6/15/2010	408384	Nicholas J 844	AM235M	Clean Earth: Carteret	Non haz (stockpile #65)	6/15/2010	32.59
2	6/15/2010	408383	Nicholas J 826	AJ560T	Clean Earth: Carteret	Non haz (stockpile #65)	6/15/2010	31.61
3	6/15/2010	408382	Nicholas J 826	AJ560T	Clean Earth: Carteret	Non haz (stockpile #65)	6/15/2010	31.99
4	6/15/2010	408385	Nicholas J 844	AM235M	Clean Earth: Carteret	Non haz (stockpile #65)	6/15/2010	27.56

NON-HAZARDOUS WASTE SUMMARY BY MONTH

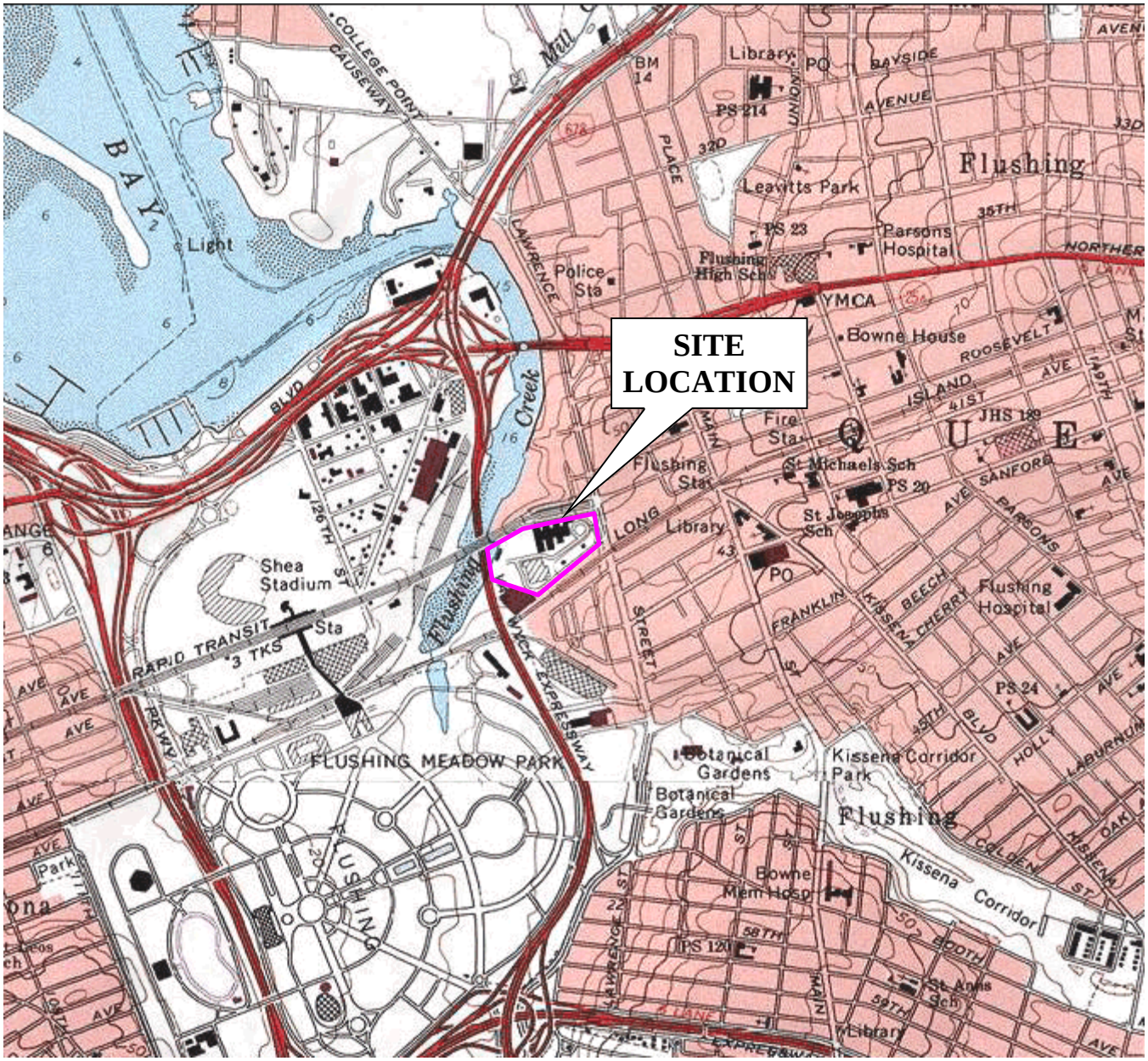
	No. of Trucks	Weight (tons)
Jan-10	29	825.92
Jun-10	48	1,459.86
TOTALS	**77**	**2,285.78**

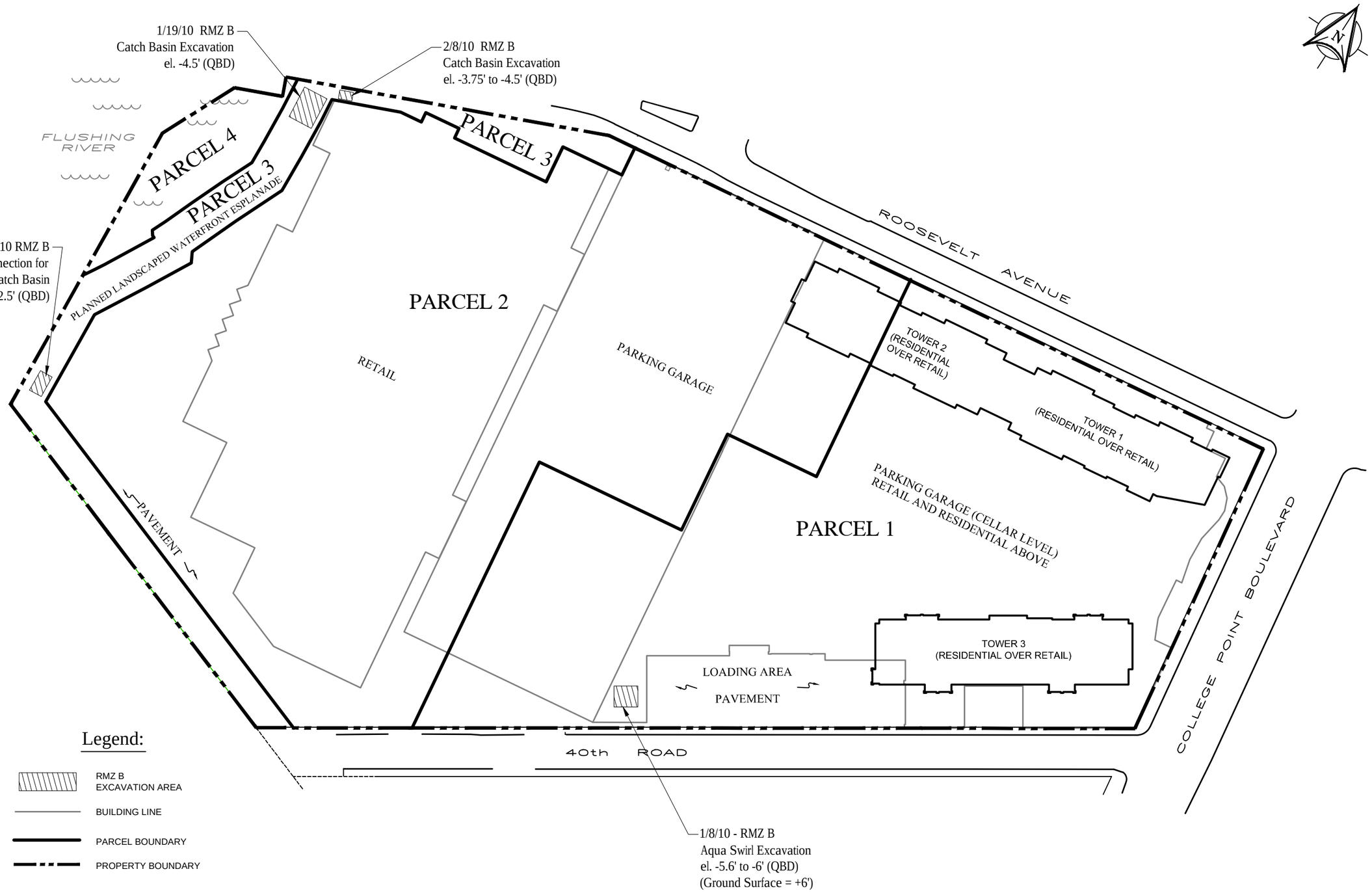
NON-HAZARDOUS WASTE SUMMARY BY DISPOSAL FACILITY

	No. of Trucks	Weight (tons)
Clean Earth Carteret	49	1,469.72
Clean Earth Phil.	28	816.06
TOTALS	**77**	**2,285.78**

Notes:
Clean Earth: Carteret = Clean Earth of Carteret facility at 24 Middlesex Avenue, Carteret, NJ
Clean Earth: Philly = Clean Earth of Philadelphia facility at 3201 S. 61st Street, Philadelphia, PA

FIGURES


SITE LOCATION
Flushing
Flushing
Flushing



THE BASE ELEVATIONS WERE SURVEYED BY LINEAR CONTRACTING, A NEW YORK STATE LICENCED SURVEYOR AND RECORDED IN THE FIELD BY AKRF ON THE DATES INDICATED. ELEVATIONS ARE IN QUEENS BOROUGH DATUM (QBD).

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AKRF
Environmental Consultants
440 Park Avenue South, New York, N.Y. 10016

FLUSHING INDUSTRIAL PARK, PARCELS 1 - 4
Flushing, New York

2010 RMZ B EXCAVATION AREAS

DATE
1.12.11

SCALE
as shown

PROJECT No.
30141

FIGURE No.
2

APPENDIX A

LOT BOUNDARY DOCUMENTATION (CD)

NYC DEPARTMENT OF FINANCE
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This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2010102700196002004E2522

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 32**

Document ID: 2010102700196002 Document Date: 10-20-2010 Preparation Date: 10-27-2010
Document Type: MAPS
Document Page Count: 11

PRESENTER:
HOLD FOR DENNISE A. TO PICK UP
ADVANTAGE TITLE AGENCY - TITLE # 10-CQ-42950
410 NEW YORK AVENUE
HUNTINGTON, NY 11743
631-424-6100
mschantz@advantagetitle.com

RETURN TO:
HOLD FOR DENNISE A. TO PICK UP
ADVANTAGE TITLE AGENCY - TITLE # 10-CQ-42950
410 NEW YORK AVENUE
HUNTINGTON, NY 11743
631-424-6100
mschantz@advantagetitle.com

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	9001	Entire Lot		135-01 ROOSEVELT AVENUE
Property Type:	COMMERCIAL REAL ESTATE				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1301	Entire Lot	8B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ ***or*** Document ID_____ ***or*** _____ Year____ Reel ___ Page ____ ***or*** File Number_____

PARTIES

PARTY 1:
SKY VIEW PARC RESIDENTIAL CONDO TOWER 1 & TOWER 2
40-26 COLLEGE POINT BLVD. (TOWER ONE), 40-28 COLLEGE POINT BLVD. (TOWER TWO)
FLUSHING, NY 11354

FEES AND TAXES

Mortgage

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	180.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 10-28-2010 14:59
City Register File No.(CRFN):
2010000361457

City Register Official Signature

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PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1302	Entire Lot	8C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1303	Entire Lot	8D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1304	Entire Lot	8E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1305	Entire Lot	8F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1306	Entire Lot	8I	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1307	Entire Lot	8J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1308	Entire Lot	8K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1309	Entire Lot	8L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1310	Entire Lot	8M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1311	Entire Lot	8N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1312	Entire Lot	9A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1313	Entire Lot	9B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1314	Entire Lot	9C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1315	Entire Lot	9D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1316	Entire Lot	9E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1317	Entire Lot	9F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1318	Entire Lot	9G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1319	Entire Lot	9H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1320	Entire Lot	9I	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1321	Entire Lot	9J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1322	Entire Lot	9K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1323	Entire Lot	9L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1324	Entire Lot	9M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1325	Entire Lot	9N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1326	Entire Lot	9P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1327	Entire Lot	10A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1328	Entire Lot	10B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1329	Entire Lot	10C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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Document ID: 2010102700196002 Document Date: 10-20-2010 Preparation Date: 10-27-2010
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1330	Entire Lot	10D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1331	Entire Lot	10E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1332	Entire Lot	10F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1333	Entire Lot	10G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1334	Entire Lot	10H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1335	Entire Lot	10I	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1336	Entire Lot	10J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1337	Entire Lot	10K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1338	Entire Lot	10L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1339	Entire Lot	10M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1340	Entire Lot	10N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1341	Entire Lot	10P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1342	Entire Lot	11A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1343	Entire Lot	11B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1344	Entire Lot	11C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1345	Entire Lot	11D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1346	Entire Lot	11E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1347	Entire Lot	11F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1348	Entire Lot	11G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1349	Entire Lot	11H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1350	Entire Lot	11I	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1351	Entire Lot	11J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1352	Entire Lot	11K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1353	Entire Lot	11L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1354	Entire Lot	11M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1355	Entire Lot	11N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1356	Entire Lot	11P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1357	Entire Lot	12A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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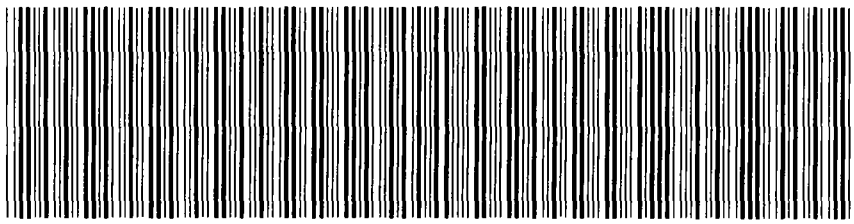

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PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1358	Entire Lot	12B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1359	Entire Lot	12C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1360	Entire Lot	12D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1361	Entire Lot	12E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1362	Entire Lot	12F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1363	Entire Lot	12G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1364	Entire Lot	12H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1365	Entire Lot	12I	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1366	Entire Lot	12J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1367	Entire Lot	12K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1368	Entire Lot	12L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1369	Entire Lot	12M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1370	Entire Lot	12N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1371	Entire Lot	12P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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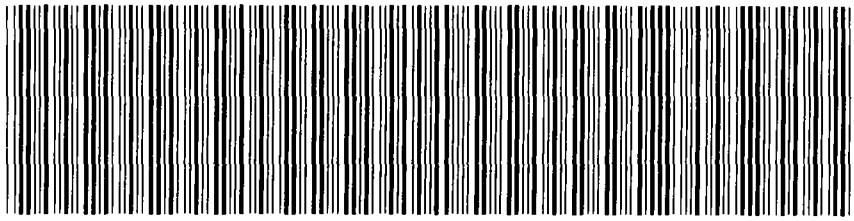

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1372	Entire Lot	15A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1373	Entire Lot	15B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1374	Entire Lot	15C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1375	Entire Lot	15D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1376	Entire Lot	15E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1377	Entire Lot	15F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1378	Entire Lot	15G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1379	Entire Lot	15J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1380	Entire Lot	15K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1381	Entire Lot	15L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1382	Entire Lot	15M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1383	Entire Lot	15N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1384	Entire Lot	15P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1385	Entire Lot	16A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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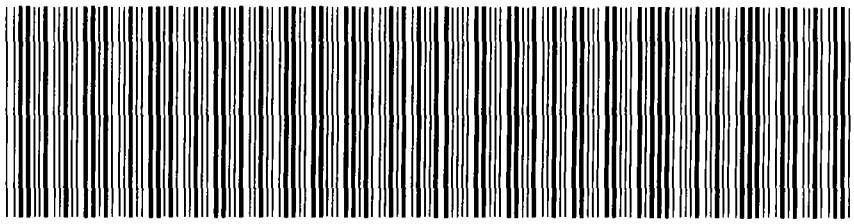

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1386	Entire Lot	16B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1387	Entire Lot	16C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1388	Entire Lot	16D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1389	Entire Lot	16E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1390	Entire Lot	16F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1391	Entire Lot	16G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1392	Entire Lot	16J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1393	Entire Lot	16K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1394	Entire Lot	16L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1395	Entire Lot	16M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1396	Entire Lot	16N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1397	Entire Lot	16P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1398	Entire Lot	17A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1399	Entire Lot	17B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1400	Entire Lot	17C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1401	Entire Lot	17D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1402	Entire Lot	17E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1403	Entire Lot	17F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1404	Entire Lot	17G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1405	Partial Lot	17J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1406	Entire Lot	17K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1407	Entire Lot	17L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1408	Entire Lot	17M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1409	Entire Lot	17N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1410	Entire Lot	17P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1411	Entire Lot	18A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1412	Entire Lot	18B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1413	Entire Lot	18C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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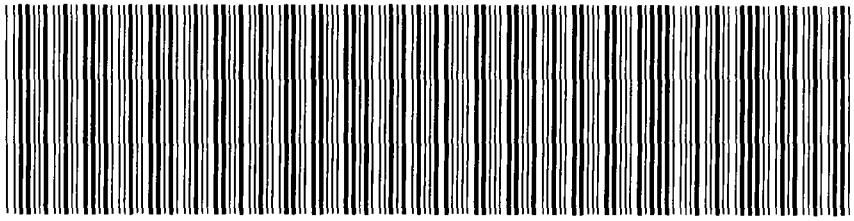

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1414	Entire Lot	18D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1415	Entire Lot	18E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1416	Entire Lot	18F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1417	Entire Lot	18G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1418	Entire Lot	18J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1419	Entire Lot	18K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1420	Entire Lot	18L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1421	Entire Lot	18M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1422	Entire Lot	18N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1423	Entire Lot	18P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1424	Entire Lot	PH2A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1425	Entire Lot	PH2B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1426	Entire Lot	PH2C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1427	Entire Lot	PH2D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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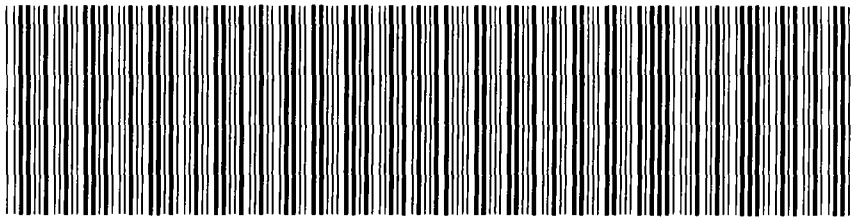

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1428	Entire Lot	PH2E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1429	Entire Lot	PH2F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1430	Entire Lot	PH2G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1431	Entire Lot	PH2H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1432	Entire Lot	PH2K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1433	Entire Lot	PH2L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1434	Entire Lot	PH2M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1435	Entire Lot	PH2N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1436	Entire Lot	PH2P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1437	Entire Lot	PH1B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1438	Entire Lot	PH1C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1439	Entire Lot	PH1E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1440	Entire Lot	PH1F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1441	Entire Lot	PH1G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1442	Entire Lot	PH1J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1443	Entire Lot	PH1K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1444	Entire Lot	PH1M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1445	Entire Lot	PH1N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1446	Entire Lot	805	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1447	Entire Lot	806	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1448	Entire Lot	807	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1449	Entire Lot	808	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1450	Entire Lot	809	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1451	Entire Lot	810	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1452	Entire Lot	811	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1453	Entire Lot	901	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1454	Entire Lot	902	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1455	Entire Lot	903	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1456	Entire Lot	905	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1457	Entire Lot	906	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1458	Entire Lot	907	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1459	Entire Lot	908	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1460	Entire Lot	909	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1461	Partial Lot	910	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1462	Entire Lot	911	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1463	Entire Lot	912	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1464	Entire Lot	915	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1465	Entire Lot	916	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1466	Entire Lot	1001	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1467	Entire Lot	1002	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1468	Entire Lot	1003	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1469	Entire Lot	1005	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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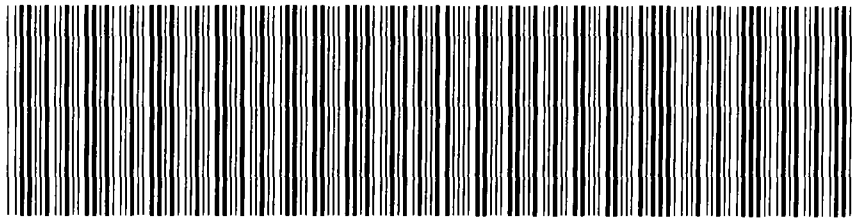

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1470	Entire Lot	1006	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1471	Entire Lot	1007	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1472	Entire Lot	1008	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1473	Entire Lot	1009	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1474	Entire Lot	1010	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1475	Entire Lot	1011	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1476	Entire Lot	1012	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1477	Entire Lot	1015	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1478	Entire Lot	1016	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1479	Entire Lot	1101	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1480	Entire Lot	1102	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1481	Entire Lot	1103	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1482	Entire Lot	1105	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1483	Entire Lot	1106	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1484	Entire Lot	1107	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1485	Entire Lot	1108	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1486	Entire Lot	1109	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1487	Entire Lot	1110	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1488	Entire Lot	1111	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1489	Entire Lot	1112	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1490	Entire Lot	1115	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1491	Entire Lot	1116	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1492	Entire Lot	1201	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1493	Entire Lot	1202	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1494	Entire Lot	1203	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1495	Entire Lot	1205	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1496	Entire Lot	1206	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1497	Entire Lot	1207	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1498	Entire Lot	1208	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1499	Entire Lot	1209	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1500	Entire Lot	1210	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1501	Entire Lot	1211	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1502	Entire Lot	1212	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1503	Entire Lot	1215	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1504	Entire Lot	1216	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1505	Entire Lot	1501	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1506	Entire Lot	1502	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1507	Entire Lot	1503	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1508	Entire Lot	1505	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1509	Entire Lot	1506	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1510	Entire Lot	1507	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1511	Entire Lot	1508	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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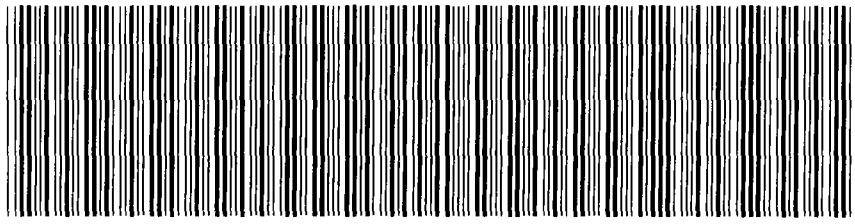

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1512	Entire Lot	1509	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1513	Entire Lot	1510	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1514	Entire Lot	1511	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1515	Entire Lot	1512	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1516	Entire Lot	1515	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1517	Entire Lot	1516	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1518	Entire Lot	1601	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1519	Entire Lot	1602	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1520	Entire Lot	1603	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1521	Entire Lot	1605	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1522	Entire Lot	1606	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1523	Entire Lot	1607	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1524	Entire Lot	1608	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1525	Entire Lot	1609	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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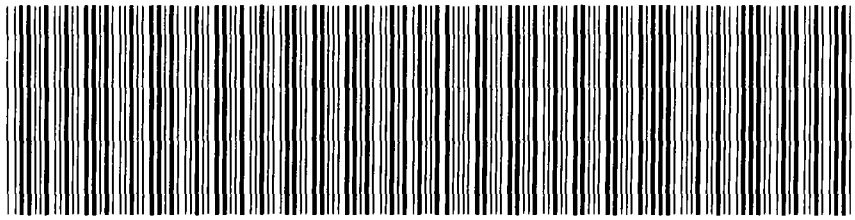

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1526	Entire Lot	1610	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1527	Entire Lot	1611	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1528	Entire Lot	1612	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1529	Entire Lot	1615	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1530	Entire Lot	1616	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1531	Entire Lot	1701	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1532	Entire Lot	1702	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1533	Entire Lot	1703	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1534	Entire Lot	1705	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1535	Entire Lot	1706	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1536	Entire Lot	1707	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1537	Entire Lot	1708	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1538	Entire Lot	1709	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1539	Entire Lot	1710	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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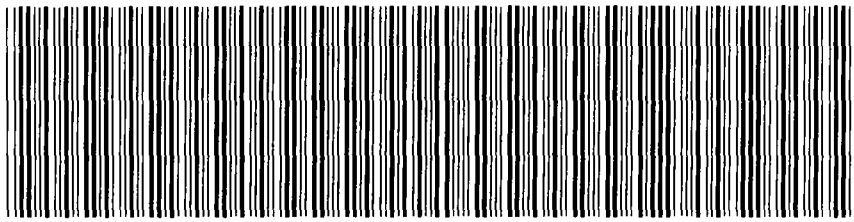

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Borough	Block	Lot		Unit	Address
QUEENS	5066	1540	Entire Lot	1711	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1541	Entire Lot	1712	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1542	Entire Lot	1715	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1543	Entire Lot	1716	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1544	Entire Lot	1801	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1545	Entire Lot	1802	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1546	Entire Lot	1803	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1547	Entire Lot	1805	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1548	Entire Lot	1806	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1549	Entire Lot	1807	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1550	Entire Lot	1808	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1551	Entire Lot	1809	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1552	Entire Lot	1810	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1553	Entire Lot	1811	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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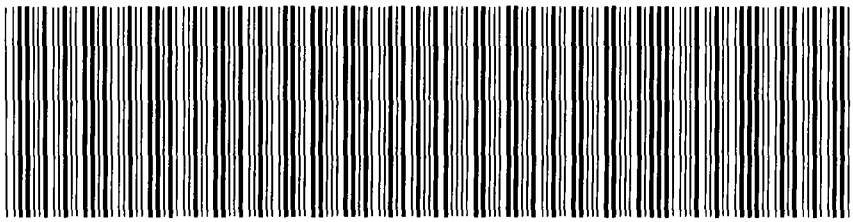

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PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1554	Entire Lot	1812	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1555	Entire Lot	1815	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1556	Entire Lot	1816	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1557	Entire Lot	PH201	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1558	Entire Lot	PH202	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1559	Entire Lot	PH203	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1560	Entire Lot	PH205	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1561	Entire Lot	PH206	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1562	Entire Lot	PH207	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1563	Entire Lot	PH208	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1564	Entire Lot	PH209	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1565	Entire Lot	PH210	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1566	Entire Lot	PH211	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1567	Entire Lot	PH212	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2010102700196002004C27A2

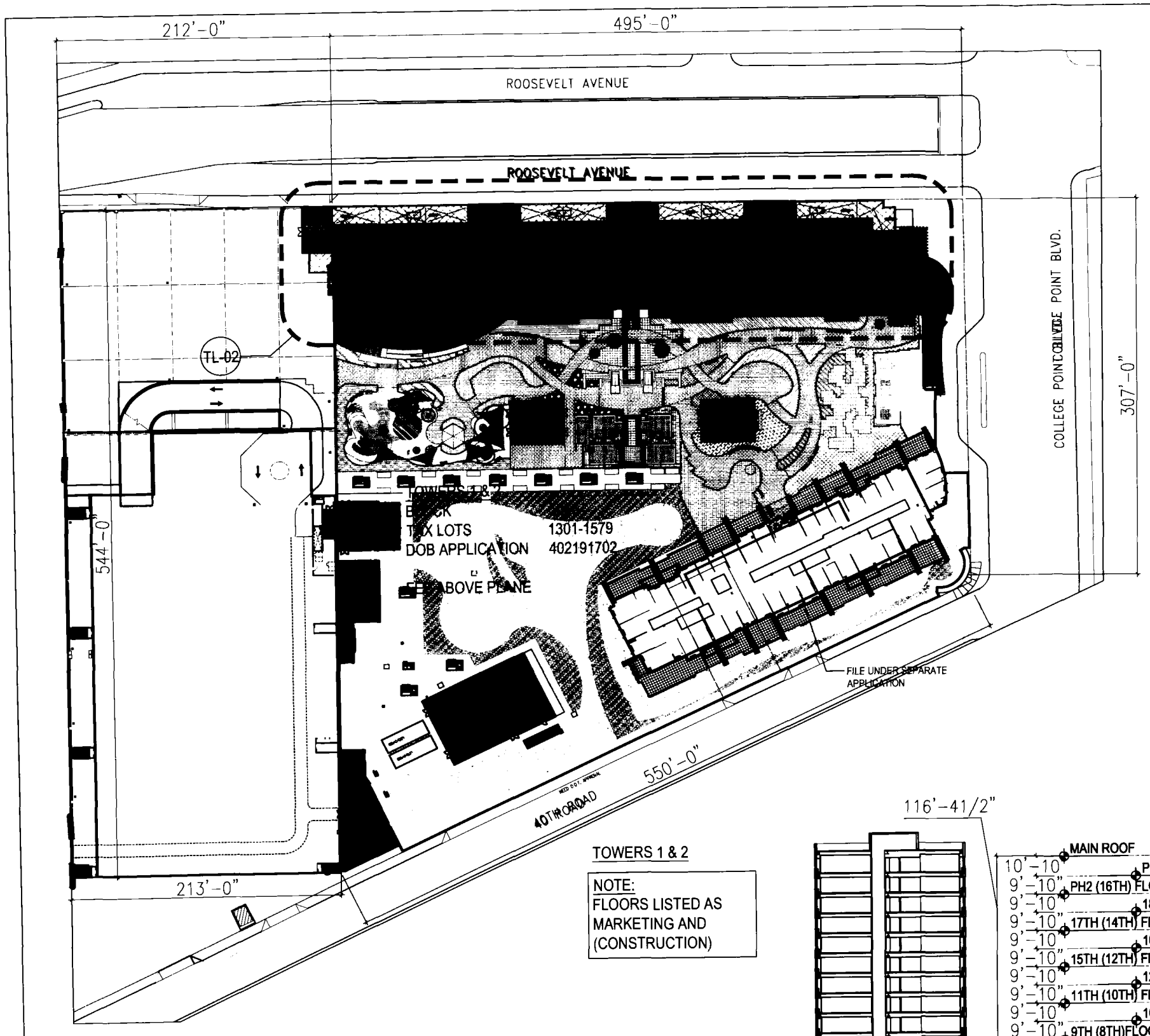
Document ID: 2010102700196002 Document Date: 10-20-2010 Preparation Date: 10-27-2010
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1568	Entire Lot	PH215	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1569	Entire Lot	PH216	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1570	Entire Lot	PH101	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1571	Entire Lot	PH102	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1572	Entire Lot	PH103	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1573	Entire Lot	PH106	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1574	Entire Lot	PH107	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1575	Entire Lot	PH108	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1576	Entire Lot	PH110	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1577	Entire Lot	PH111	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1578	Entire Lot	PH115	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1579	Entire Lot	PH116	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

CONDOMINIUM NO.:	760
NAME OF CONDOMINIUM:	SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO
ADDRESS OF CONDOMINIUM:	TOWER 1 40-26 COLLEGE POINT BOULEVARD FLUSHING, NEW YORK 11354 TOWER 2 40-28 COLLEGE POINT BOULEVARD FLUSHING, NEW YORK 11354
DECLARANT:	FTC RESIDENTIAL COMPANY I, L.P. 620 EIGHTH AVENUE, 22ND FLOOR NEW YORK, NY 10018
TAX BLOCK:	5066
TAX LOTS:	NKA: LOTS 1301-1579 FKA: LOT 9001
APPROVED BY THE TAX MAP UNIT / LAND RECORDS DIVISION:	October 20, 2010
FILED IN NEW YORK CITY REGISTERS OFFICE :	_____

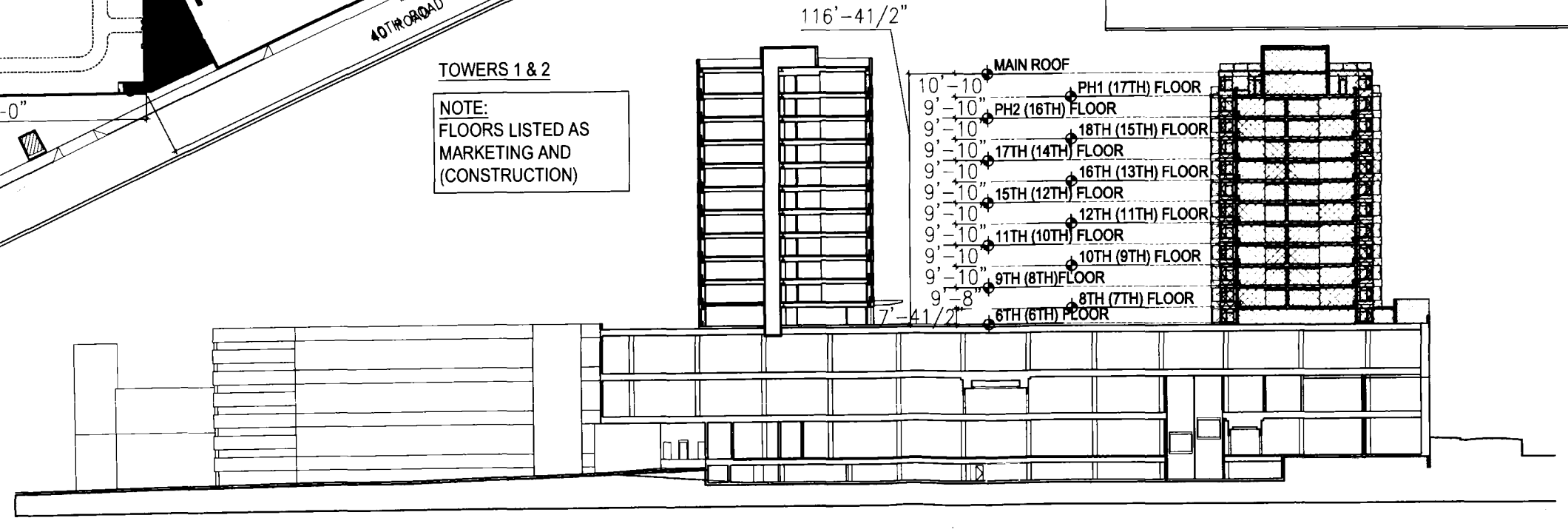
THE LAND AFFECTED BY THE WITHIN INSTRUMENTS LIES IN
SECTION _____ IN TAX BLOCK 5066
ON THE BLOCK MAP OF TAXES AND ASSESSMENTS IN
THE BOROUGH OF QUEENS.



PLOT PLAN
SCALE: 1" = 100'-0"

TOWERS 1 & 2

NOTE:
FLOORS LISTED AS MARKETING AND (CONSTRUCTION)



SECTION
SCALE: 1" = 75'-0"

CONDOMINIUM PLAN CERTIFICATION:

THE TAX MAP UNIT, CITY OF NEW YORK CERTIFIES THAT

(A) THE ANNEXED FLOOR PLANS CONSIST OF 8 PAGES (TL-03 to TL-10) COVERING 12 FLOORS IN PREMISES KNOWN AS:

SKY VIEW PARC RESIDENTIAL CONDOMINIUM
TOWER ONE
40-26 COLLEGE POINT BOULEVARD
FLUSHING, NEW YORK 11354

TOWER TWO
40-28 COLLEGE POINT BOULEVARD
FLUSHING, NEW YORK 11354

(B) THE LOT DESIGNATIONS FOR THE SEPARATE UNITS SHOWN THEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER DESIGNATIONS FOR SUCH UNITS AS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE CITY OF NEW YORK BOROUGH OF QUEENS.

CARTOGRAPHER
TAX MAP UNIT:

DATE: October 20, 2010

REGISTERED ARCHITECT
CARL W. ORDEMANN
15995
STATE OF NEW YORK
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
FTC RESIDENTIAL COMPANY I, L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

PROJECT NUMBER: 19712.00

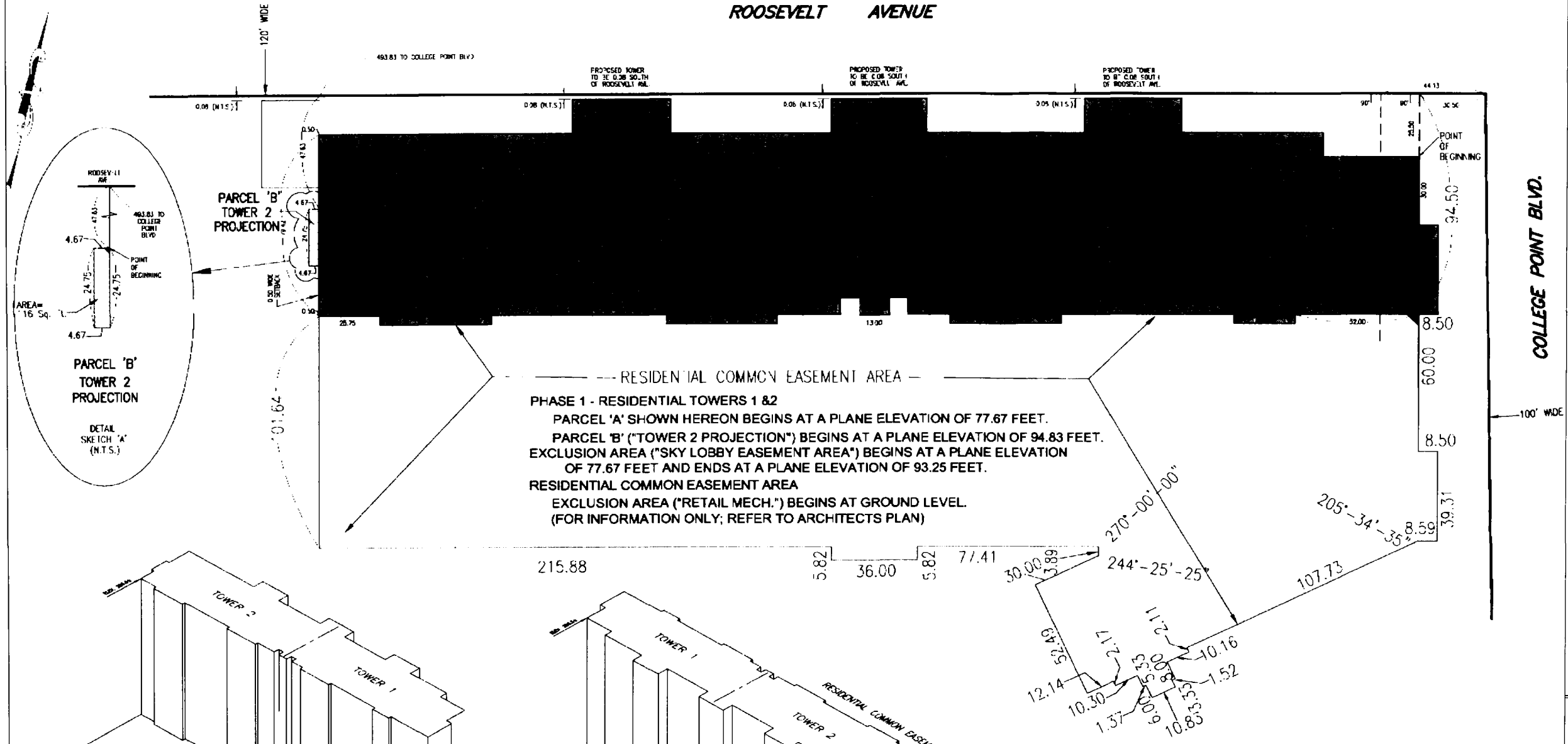
DRAWING TITLE:
PLOT PLAN SECTION &

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-01**

DATE: **AUGUST 27, 2010**

SCALE: **AS SHOWN**

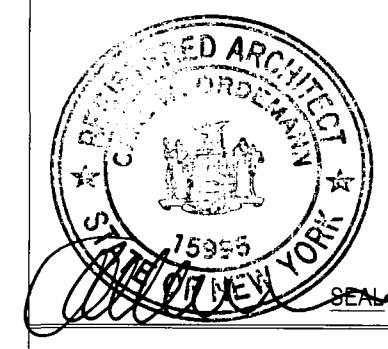


NOTE: ALL ANGLES ARE 90° UNLESS INDICATED OTHERWISE

PARCEL 'A' AREA - 39,107 Sq. Ft.

PARCEL 'B' AREA - 116 Sq. Ft.

RESIDENTIAL COMMON EASEMENT AREA - 51,279 Sq. Ft.



ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
FTC RESIDENTIAL COMPANY I, L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

PROJECT NUMBER: 19712.00

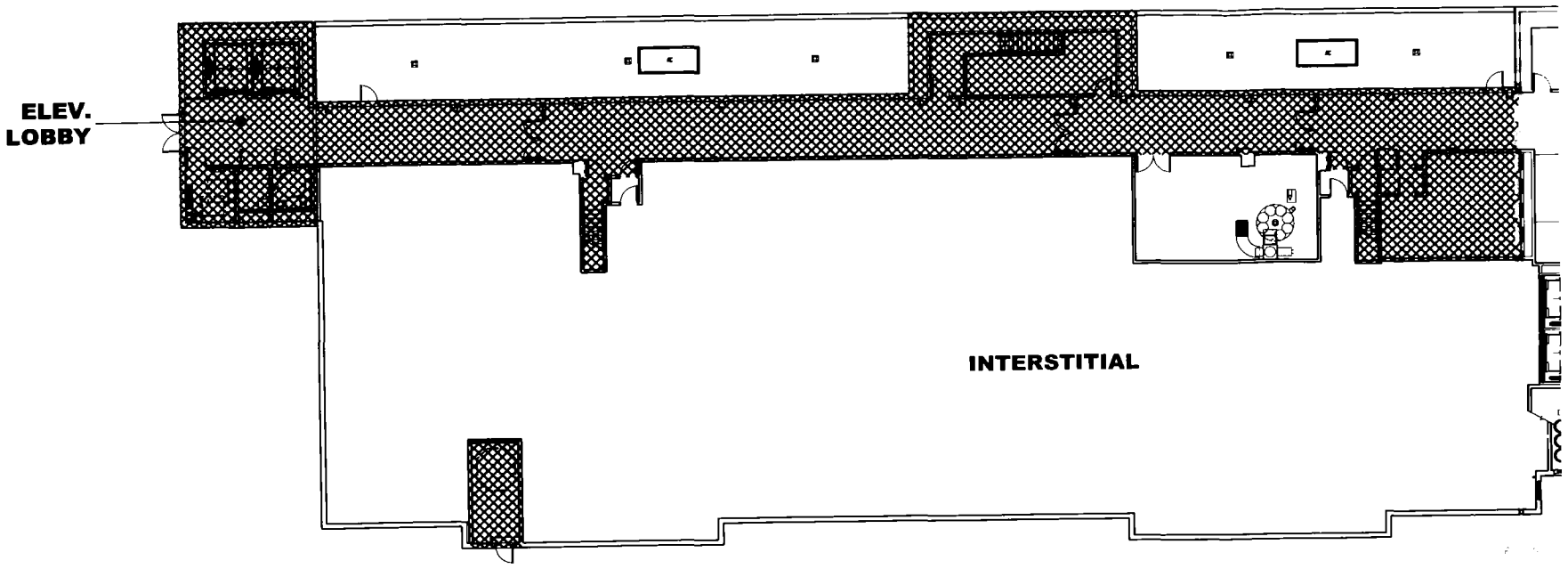
DRAWING TITLE:
TAX LOT SURVEY MAP

SET: SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT

DRAWING NUMBER: **TL-02**

DATE: AUGUST 27, 2010

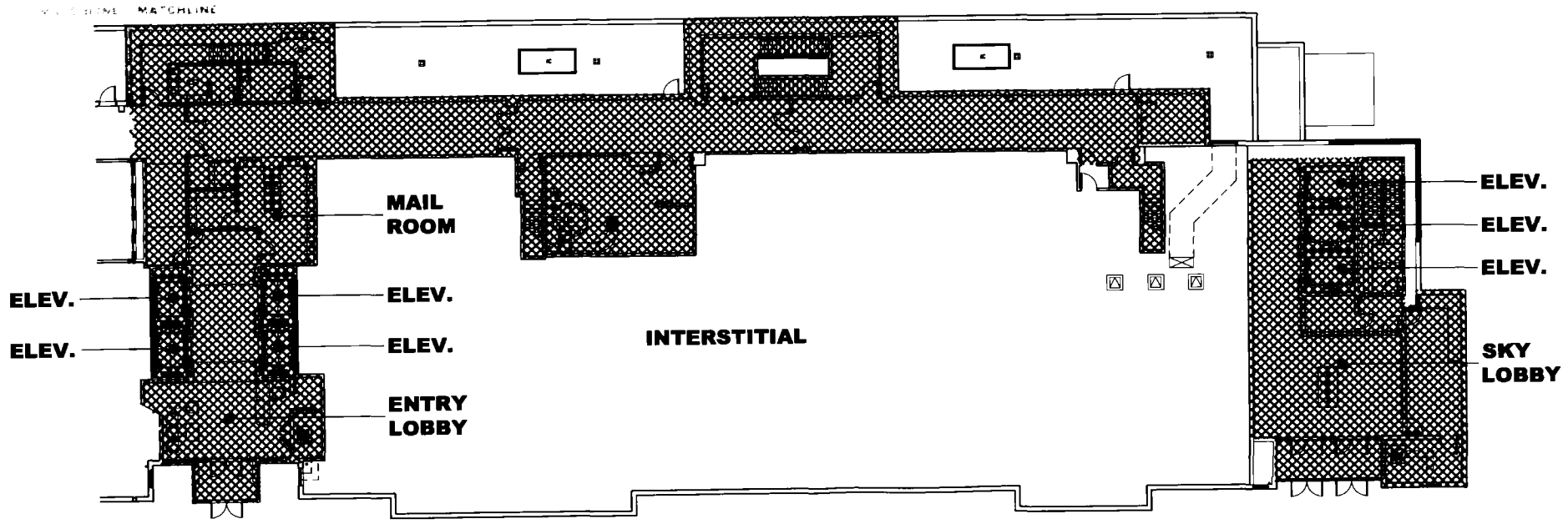
SCALE: NTS



GENERAL COMMON ELEMENT	SQ. FT.
	4,980

TOWER 2

6TH FLOOR PLAN



GENERAL COMMON ELEMENT	SQ. FT.
	8,656

TOWER 1

6TH FLOOR PLAN

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

ANY COMMON ELEMENT WITHIN A UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK. BOUROUGH OF QUEENS.

CARTOGRAPHER: [signature]

DATE: October 20, 2010

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE

THIS 15 DAY OF October 2010

[signature]

SEAL

MELODY RAMOS
Notary Public - State of New York
NO. 01RA6092857
Qualified In Kings County
My Commission Expires 5/27/2011

REGISTERED ARCHITECT
ALEXANDER N. ORDEMAN
15995
STATE OF NEW YORK
SEAL

[signature]

ARCHITECT:

Perkins Eastman

115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:

FTC RESIDENTIAL COMPANY I L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

KEY:

- RESIDENTIAL UNIT
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

PROJECT NUMBER: 19712.00

DRAWING TITLE:

TOWERS 1 & 2:
6TH FLOOR (MARKETING & CONSTRUCTION)

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-03**

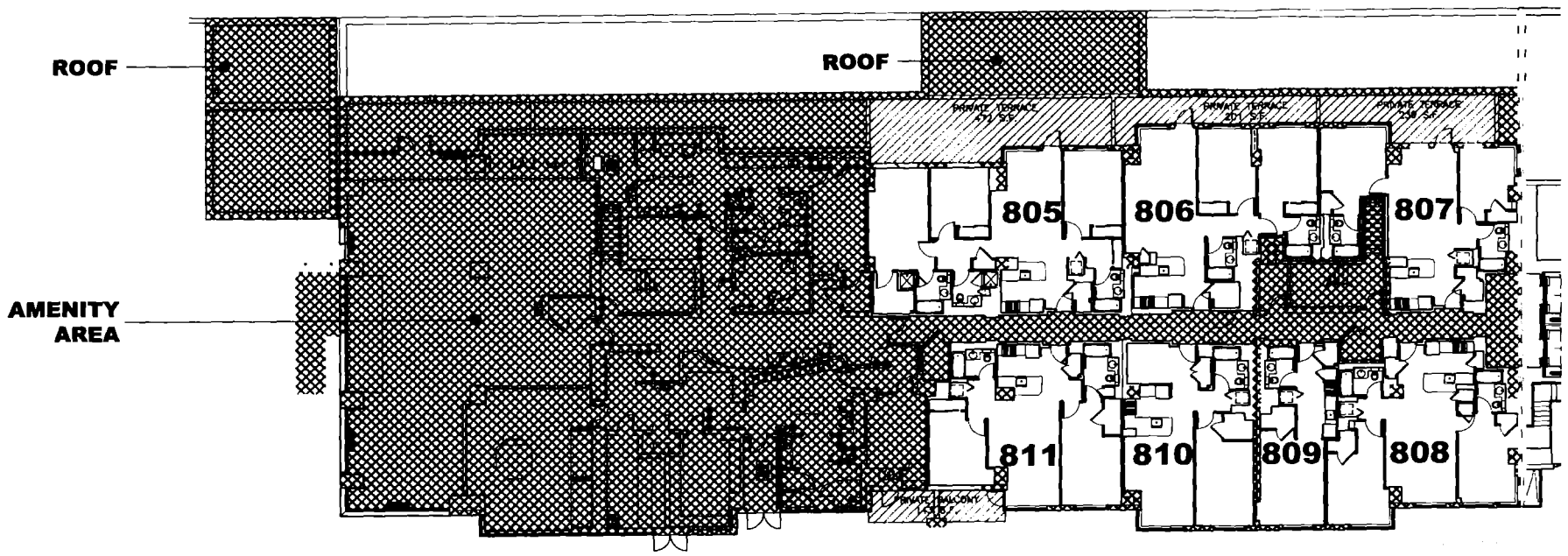
DATE: **OCTOBER 11, 2010**

SCALE: **1/32" = 1'-0"**

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
805	1446	1,434	472

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
806	1447	1,118	201

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
807	1448	1,009	239



APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
811	1452	1,053	143

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
810	1451	851

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
809	1450	498

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
808	1449	1,074

GENERAL COMMON ELEMENT	SQ. FT.
	11,314

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	1,104

TOWER 2

8TH FLOOR – MARKETING

7TH FLOOR – CONSTRUCTION

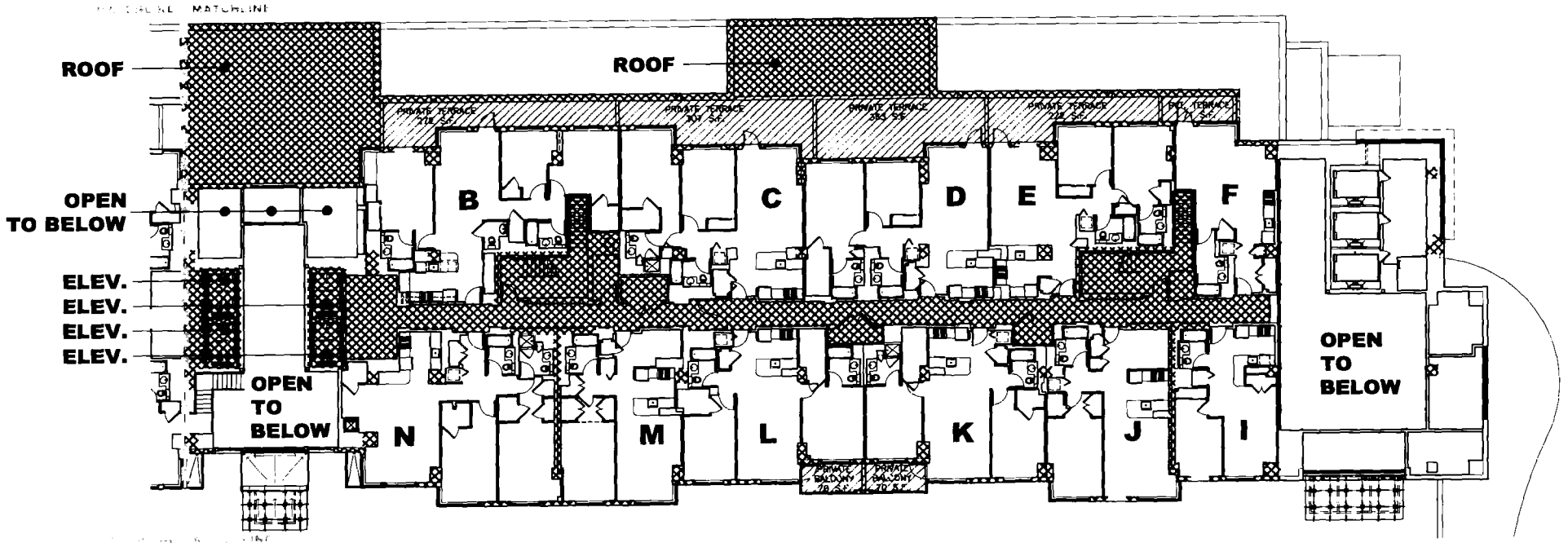
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
8B	1301	1,388	272

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
8C	1302	1,129	307

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
8D	1303	1,110	363

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
8E	1304	1,052	222

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
8F	1305	630	71



GENERAL COMMON ELEMENT	SQ. FT.
	2,741

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	1,438

TOWER 1

8TH FLOOR – MARKETING

7TH FLOOR – CONSTRUCTION

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
8N	1311	1,365

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
8M	1310	875

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
8L	1309	1,052	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
8K	1308	1,046	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
8J	1307	891
8I	1306	669

DIMENSION OF UNITS

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

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TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER:

DATE: October 20, 2010

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE
THIS 15 DAY OF October, 2010

Melody Ramos

SEAL

MELODY RAMOS
Notary Public - State of New York
NO. 01RA6092857
Qualified in Kings County
My Commission Expires 5/07/2011

REGISTERED ARCHITECT CARL W. ORDEMANN 15995 STATE OF NEW YORK SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
FTC RESIDENTIAL COMPANY I, L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

KEY:

- RESIDENTIAL UNIT
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

PROJECT NUMBER: 19712.00

DRAWING TITLE:
TOWERS 1 & 2:
8TH FLOOR (MARKETING)
7TH FLOOR
(CONSTRUCTION)

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-04**

DATE: **OCTOBER 11, 2010**

SCALE: **1/32" = 1'-0"**

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
901	1453	1,653
1001	1466	1,653
1101	1479	1,653
1201	1492	1,653
1501	1505	1,653
1601	1518	1,653
1701	1531	1,653
1801	1544	1,653

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
902	1454	1,061
1002	1467	1,061
1102	1480	1,061
1202	1493	1,061
1502	1506	1,061
1602	1519	1,061
1702	1532	1,061
1802	1545	1,061

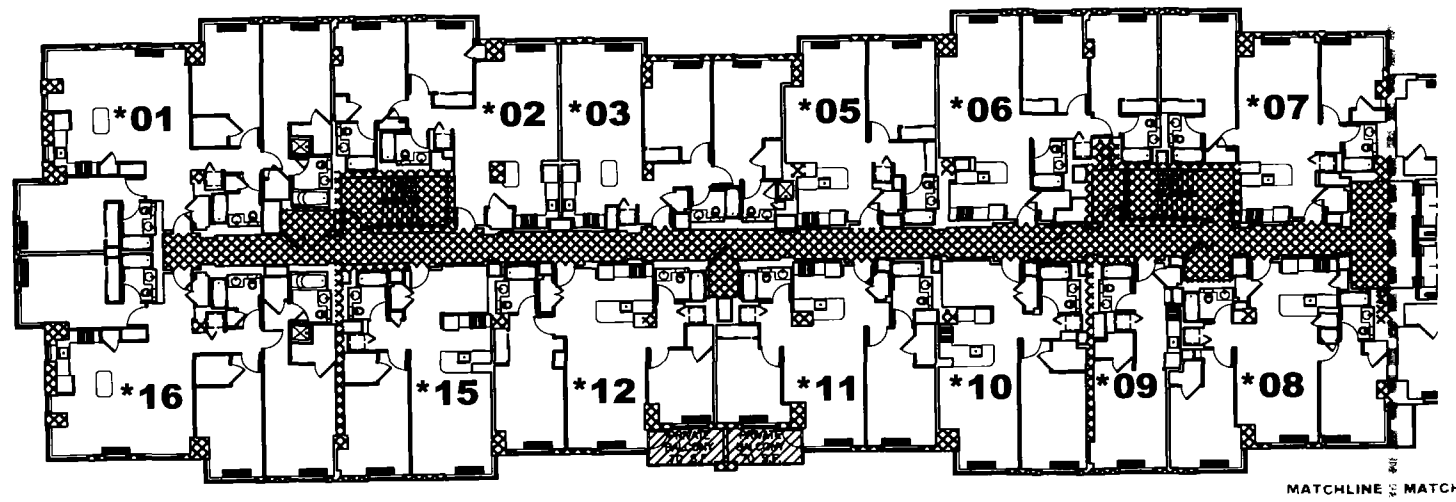
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
903	1455	1,107
1003	1468	1,107
1103	1481	1,107
1203	1494	1,107
1503	1507	1,107
1603	1520	1,107
1703	1533	1,107
1803	1546	1,107

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
905	1456	768
1005	1469	768
1105	1482	768
1205	1495	768
1505	1508	768
1605	1521	768
1705	1534	768
1805	1547	768

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
906	1457	1,118
1006	1470	1,118
1106	1483	1,118
1206	1496	1,118
1506	1509	1,118
1606	1522	1,118
1706	1535	1,118
1806	1548	1,118

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
907	1458	1,059
1007	1471	1,059
1107	1484	1,059
1207	1497	1,059
1507	1510	1,059
1607	1523	1,059
1707	1536	1,059
1807	1549	1,059

MATCHLINE MATCHLINE



APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
911	1462	1,053	70
1011	1475	1,053	70
1111	1488	1,053	70
1211	1501	1,053	70
1511	1514	1,053	70
1611	1527	1,053	70
1711	1540	1,053	70
1811	1553	1,053	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
912	1463	1,083	70
1012	1476	1,083	70
1112	1489	1,083	70
1212	1502	1,083	70
1512	1515	1,083	70
1612	1528	1,083	70
1712	1541	1,083	70
1812	1554	1,083	70

MATCHLINE MATCHLINE

GENERAL COMMON ELEMENT	SQ. FT.
	2,254

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	144

TOWER 2

9TH – 18TH FLOOR – MARKETING
(13TH/14TH NOT USED)
8TH – 15TH FLOOR – CONSTRUCTION

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
916	1465	1,691
1016	1478	1,691
1116	1491	1,691
1216	1504	1,691
1516	1517	1,691
1616	1530	1,691
1716	1543	1,691
1816	1556	1,691

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
915	1464	896
1015	1477	896
1115	1490	896
1215	1503	896
1515	1516	896
1615	1529	896
1715	1542	896
1815	1555	896

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
910	1461	851
1010	1474	851
1110	1487	851
1210	1500	851
1510	1513	851
1610	1526	851
1710	1539	851
1810	1552	851

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
909	1460	498
1009	1473	498
1109	1486	498
1209	1499	498
1509	1512	498
1609	1525	498
1709	1538	498
1809	1551	498

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
908	1459	1,074
1008	1472	1,074
1108	1485	1,074
1208	1498	1,074
1508	1511	1,074
1608	1524	1,074
1708	1537	1,074
1808	1550	1,074

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9A	1312	812
10A	1327	812
11A	1342	812
12A	1357	812

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9B	1313	1,423
10B	1328	1,423
11B	1343	1,423
12B	1358	1,423

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9C	1314	1,129
10C	1329	1,129
11C	1344	1,129
12C	1359	1,129

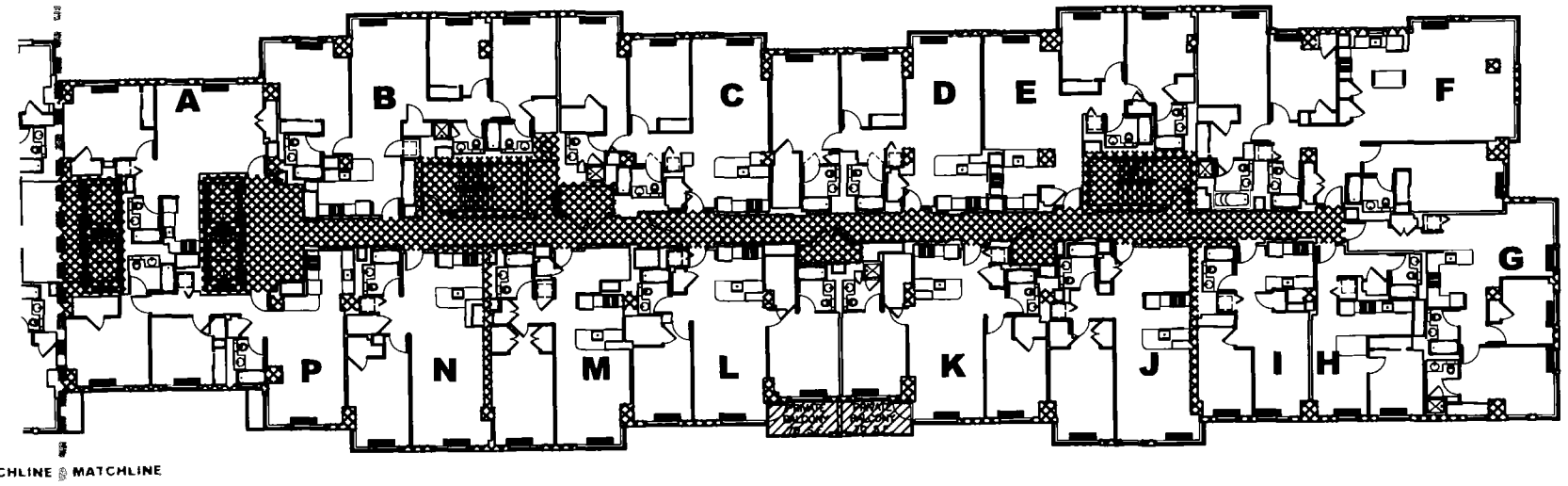
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9D	1315	1,110
10D	1330	1,110
11D	1345	1,110
12D	1360	1,110

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9E	1316	1,052
10E	1331	1,052
11E	1346	1,052
12E	1361	1,052

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9F	1317	1,855
10F	1332	1,855
11F	1347	1,855
12F	1362	1,855

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9G	1318	954
10G	1333	954
11G	1348	954
12G	1363	954

MATCHLINE MATCHLINE



APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
9L	1323	1,052	70
10L	1338	1,052	70
11L	1353	1,052	70
12L	1368	1,052	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
9K	1322	1,046	70
10K	1337	1,046	70
11K	1352	1,046	70
12K	1367	1,046	70

MATCHLINE MATCHLINE

GENERAL COMMON ELEMENT	SQ. FT.
	2,739

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	144

TOWER 1

9TH – 12TH FLOOR – MARKETING
(13TH/14TH NOT USED)
8TH – 11TH FLOOR – CONSTRUCTION

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9P	1326	1,111
10P	1341	1,111
11P	1356	1,111
12P	1371	1,111

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9N	1325	851
10N	1340	851
11N	1355	851
12N	1370	851

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9M	1324	875
10M	1339	875
11M	1354	875
12M	1369	875

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9J	1321	891
10J	1336	891
11J	1351	891
12J	1366	891

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9I	1320	643
10I	1335	643
11I	1350	643
12I	1365	643

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
9H	1319	571
10H	1334	571
11H	1349	571
12H	1364	571

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

ANY COMMON ELEMENT WITHIN A UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER: Attic E Stuffmon

DATE: October 20, 2010

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE

THIS 15 DAY OF October 2010

SEAL

MELODY RAMOS
Notary Public - State of New York
NO. 01RA6092857
Qualified in Kings County
My Commission Expires 5/26/2011

Melody Ramos

REGISTERED ARCHITECT
CARL W. ORDEMANN
15995
STATE OF NEW YORK
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
FTC RESIDENTIAL COMPANY I, L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

KEY:
- RESIDENTIAL UNIT
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

PROJECT NUMBER: 19712.00

DRAWING TITLE:
TOWERS 1 & 2:
9TH - 12TH FLOORS (MARKETING)
8TH - 11TH FLOORS (CONSTRUCTION)

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-05**

DATE: **OCTOBER 11, 2010**

SCALE: **1/32"=1'-0**

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

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TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER: Alto Stefanini

DATE: October 20, 2010

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE

THIS 15 DAY OF October 2010

Melody Ramos

SEAL.

MELODY RAMOS
Notary Public - State of New York
NO. 01RA6092857
Qualified In Kings County
My Commission Expires 5/31/2011

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15A	1372	812
16A	1385	812
17A	1398	812
18A	1411	812

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15B	1373	1,423
16B	1386	1,423
17B	1399	1,423
18B	1412	1,423

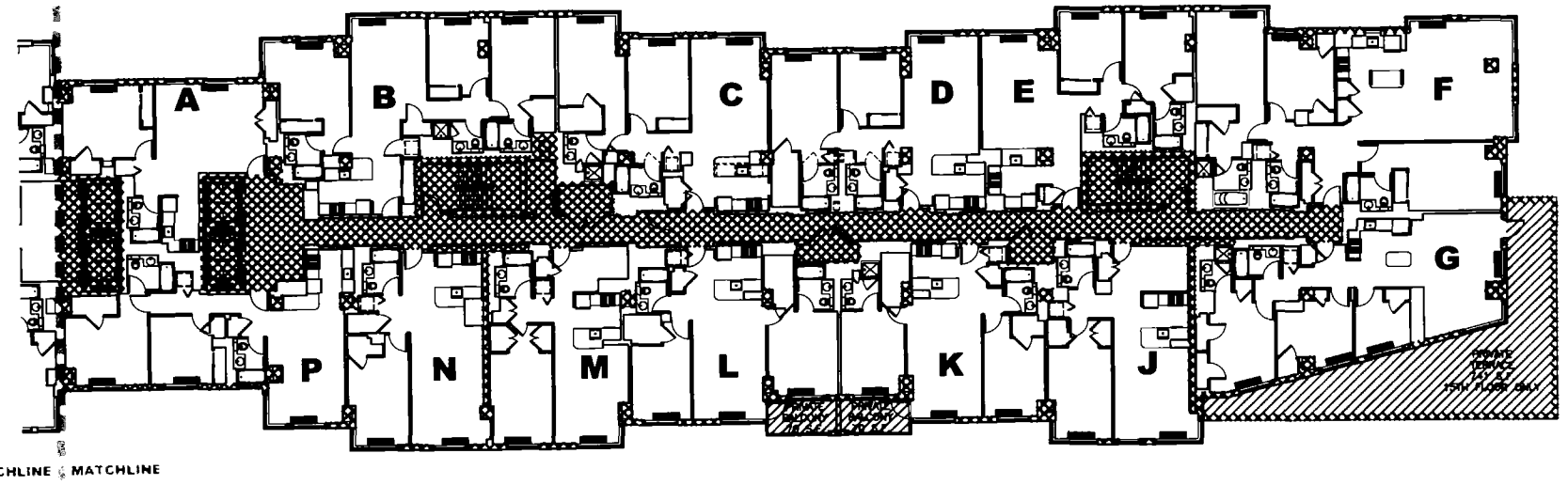
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15C	1374	1,129
16C	1387	1,129
17C	1400	1,129
18C	1413	1,129

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15D	1375	1,110
16D	1388	1,110
17D	1401	1,110
18D	1414	1,110

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15E	1376	1,052
16E	1389	1,052
17E	1402	1,052
18E	1415	1,052

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15F	1377	1,855
16F	1390	1,855
17F	1403	1,855
18F	1416	1,855

MATCHLINE MATCHLINE



MATCHLINE MATCHLINE

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
15L	1381	1,052	70
16L	1394	1,052	70
17L	1407	1,052	70
18L	1420	1,052	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
15K	1380	1,046	70
16K	1393	1,046	70
17K	1406	1,046	70
18K	1419	1,046	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15P	1384	1,111
16P	1397	1,111
17P	1410	1,111
18P	1423	1,111

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15N	1383	851
16N	1396	851
17N	1409	851
18N	1422	851

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15M	1382	875
16M	1395	875
17M	1408	875
18M	1421	875

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
15J	1379	891
16J	1392	891
17J	1405	891
18J	1418	891

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
15G	1378	1,317	741
16G	1391	1,317	
17G	1404	1,317	
18G	1417	1,317	

GENERAL COMMON ELEMENT	SQ. FT.
	2,824

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	885

TOWER 1

15TH – 18TH FLOOR– MARKETING
(13TH/14TH NOT USED)
12TH – 15TH FLOOR– CONSTRUCTION

REGISTERED ARCHITECT
CARL W. ORDEMANN
15995
STATE OF NEW YORK
SEAL

ARCHITECT:

Perkins Eastman

115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:

FTC RESIDENTIAL COMPANY I, L.P
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

KEY:

- RESIDENTIAL UNIT
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

PROJECT NUMBER: **19712.00**

DRAWING TITLE:

TOWERS 1:
15TH - 18TH FLOORS (MARKETING)
12TH - 15TH FLOORS (CONSTRUCTION)

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-06**

DATE: **OCTOBER 11, 2010**

SCALE: **1/32"=1'-0**

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH201	1557	1,653

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH202	1558	1,061

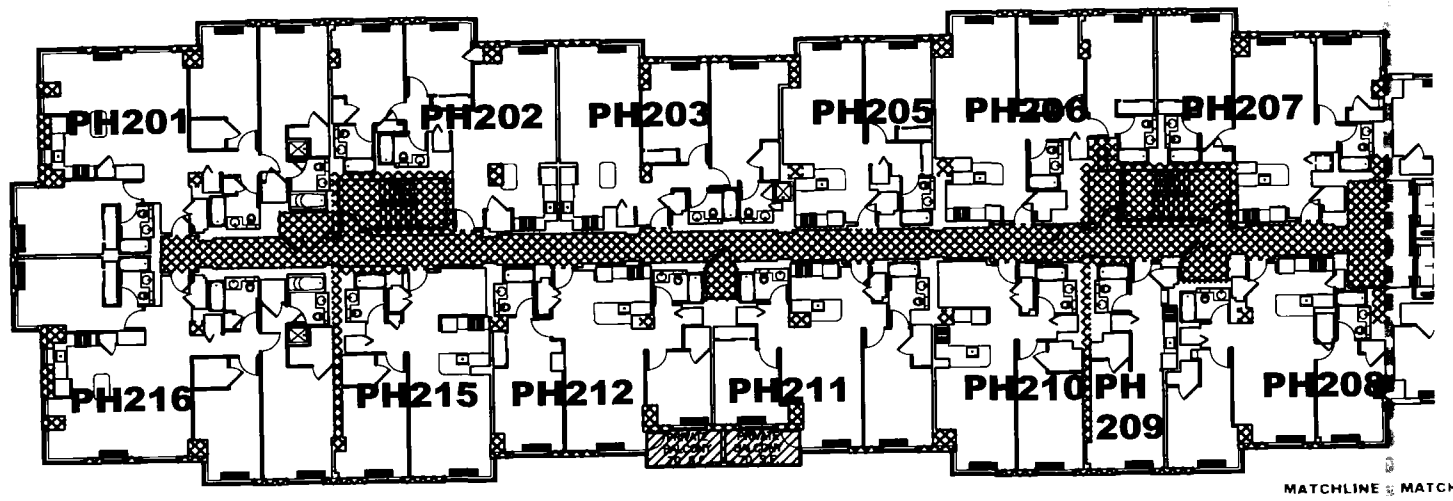
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH203	1559	1,107

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH205	1560	768

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH206	1561	1,118

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH207	1562	1,059

MATCHLINE



MATCHLINE

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH211	1566	1,053	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH212	1567	1,083	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH216	1569	1,691

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH215	1568	896

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH210	1565	851

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH209	1564	498

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH208	1563	1,074

GENERAL COMMON ELEMENT	SQ. FT.
	2,259

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	144

TOWER 2

PENTHOUSE 2 – MARKETING

16TH FLOOR – CONSTRUCTION

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-A	1424	812

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-B	1425	1,423

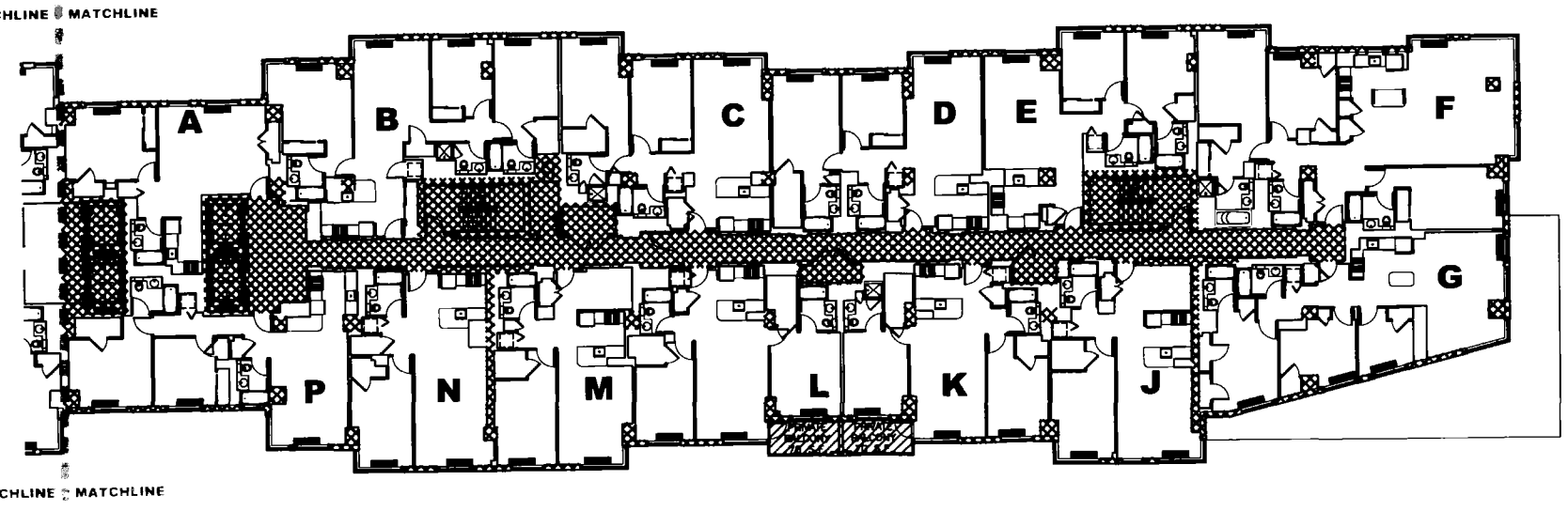
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-C	1426	1,129

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-D	1427	1,110

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-E	1428	1,052

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-F	1429	1,855

MATCHLINE



MATCHLINE

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH2-L	1433	1,052	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH2-K	1432	1,046	70

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-P	1436	1,111

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-N	1435	851

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-M	1434	875

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-J	1431	891

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH2-G	1430	1,317

GENERAL COMMON ELEMENT	SQ. FT.
	2,730

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	144

TOWER 1

PENTHOUSE 2 – MARKETING

16TH FLOOR – CONSTRUCTION

DIMENSION OF UNITS:

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TAX LOT CERTIFICATION:

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CARTOGRAPHER: [signature]

DATE: October 20, 2010

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE
THIS 15 DAY OF October 2010

SEAL

MELODY RAMOS
Notary Public - State of New York
NO. 01RA6092857
Qualified in Kings County
My Commission Expires 5/2/2012

Melody Ramos

REGISTERED ARCHITECT
CARL W. ORDEMANN
15995
STATE OF NEW YORK
SEAL

ARCHITECT:
Perk s Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
FTC RESIDENTIAL COMPANY I, L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

KEY:
- RESIDENTIAL UNIT
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

PROJECT NUMBER: 19712.00

DRAWING TITLE:
TOWERS 1 & 2:
PH2 (19TH) FLOOR (MARKETING)
16TH FLOOR (CONSTRUCTION)

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-07**

DATE: **OCTOBER 11, 2010**

SCALE: **1/32"=1'-0**

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH101	1570	1,534	89

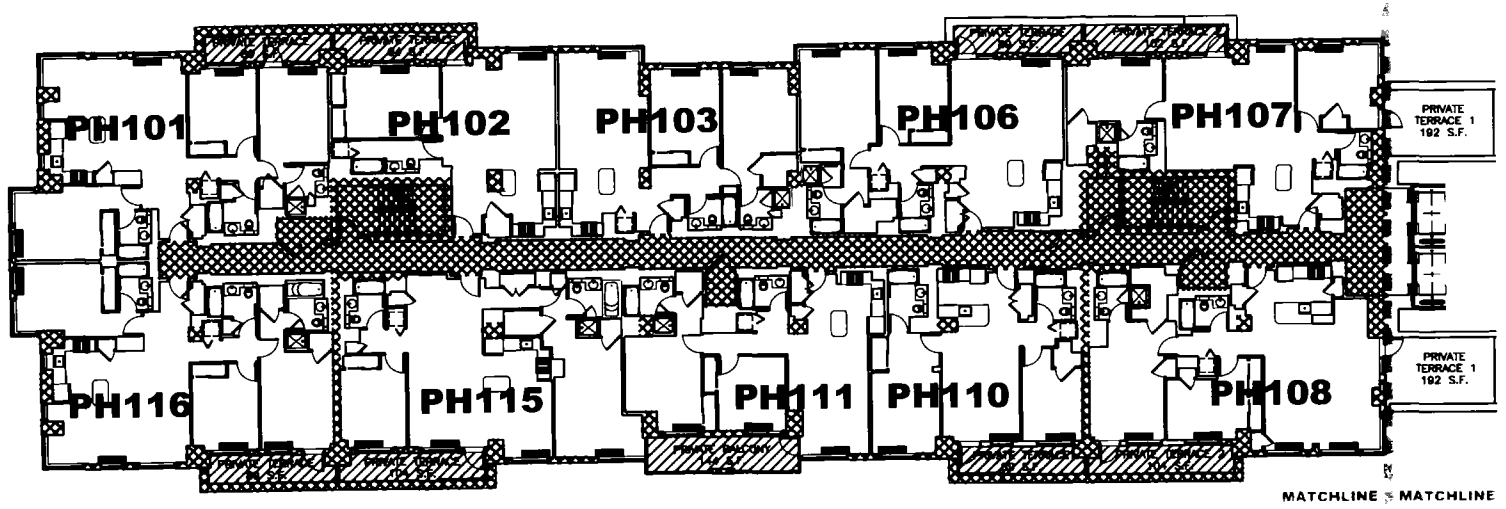
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH102	1571	929	94

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH103	1572	1,152

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH106	1573	1,365	89

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE 1 (SQ.FT.)	TERRACE 2 (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
PH107	1574	1,273	192	102	294

MATCHLINE



MATCHLINE

GENERAL COMMON ELEMENT	SQ. FT.
	2,512

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH116	1579	1,582	89

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH115	1578	1,454	104

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH111	1577	1,137	144

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH110	1576	1,030	89

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE 1 (SQ.FT.)	TERRACE 2 (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
PH108	1575	1,433	192	104	296

TOWER 2

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	911

PENTHOUSE 1 – MARKETING

17TH FLOOR – CONSTRUCTION

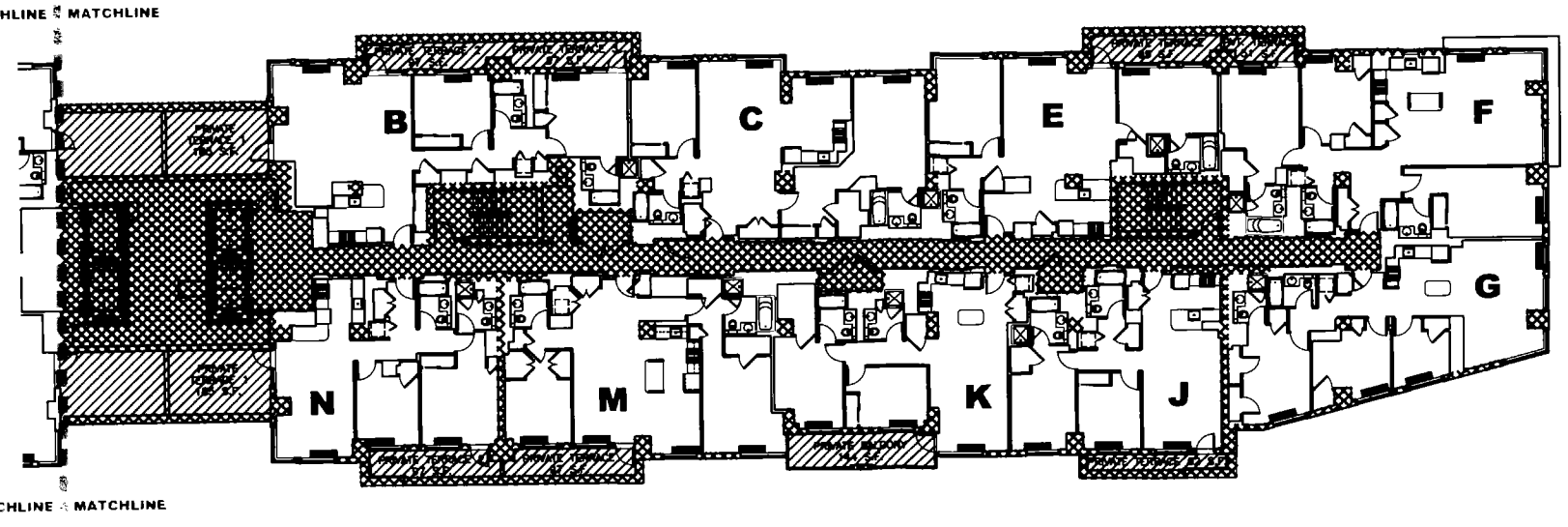
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE 1 (SQ.FT.)	TERRACE 2 (SQ.FT.)	TERRACE 3 (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
PH1-B	1437	1,499	185	97	97	379

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH1-C	1438	1,525

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH1-E	1439	1,322	95

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH1-F	1440	1,727	51

MATCHLINE



MATCHLINE

GENERAL COMMON ELEMENT	SQ. FT.
	3,520

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE 1 (SQ.FT.)	TERRACE 2 (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
PH1-N	1445	1,146	185	97	282

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH1-M	1444	1,430	97

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH1-K	1443	1,125	144

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
PH1-J	1442	1,076	62

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH1-G	1441	1,317

TOWER 1

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	1,514

PENTHOUSE 1 – MARKETING

17TH FLOOR – CONSTRUCTION

DIMENSION OF UNITS:

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TAX LOT CERTIFICATION:

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CARTOGRAPHER:

DATE: October 20, 2010

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
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SWORN TO ME BEFORE

THIS 15 DAY OF October 2010

SEAL

MELODY RAMOS
Notary Public - State of New York
NO. 01RA6092857
Qualified in Kings County
My Commission Expires 5/27/2011

Melody Ramos

REGISTERED ARCHITECT
CHRISTOPHER W. ORDEMANN
015995
STATE OF NEW YORK
SEAL

ARCHITECT:

Perkins Eastman

115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:

FTC RESIDENTIAL COMPANY I, L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

KEY:

- RESIDENTIAL UNIT
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

PROJECT NUMBER: **19712.00**

DRAWING TITLE:

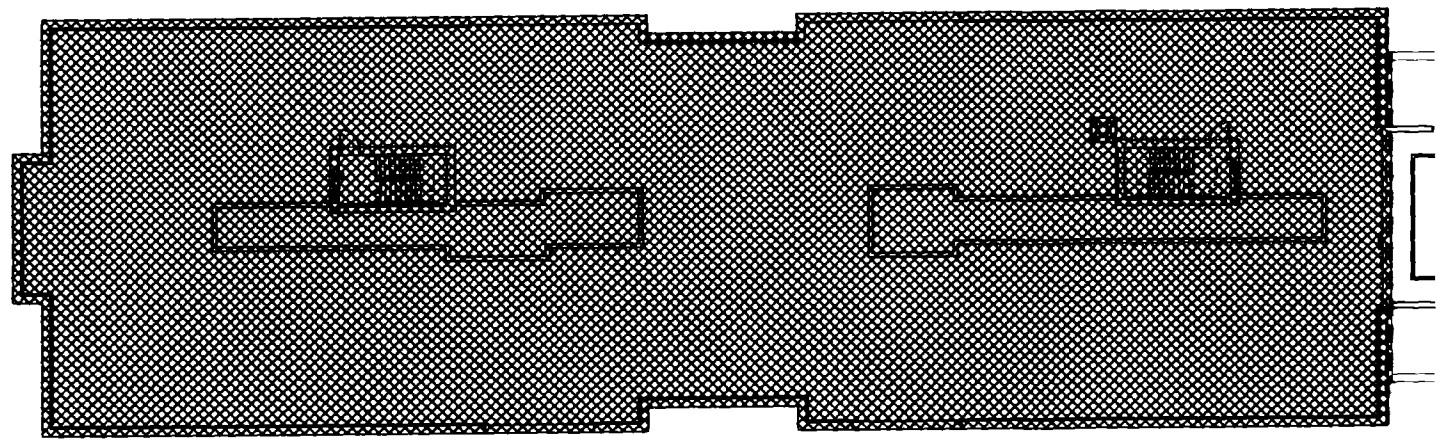
TOWERS 1 & 2:
PH1 (20TH) FLOOR (MARKETING)
17TH FLOOR (CONSTRUCTION)

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-08**

DATE: **OCTOBER 11, 2010**

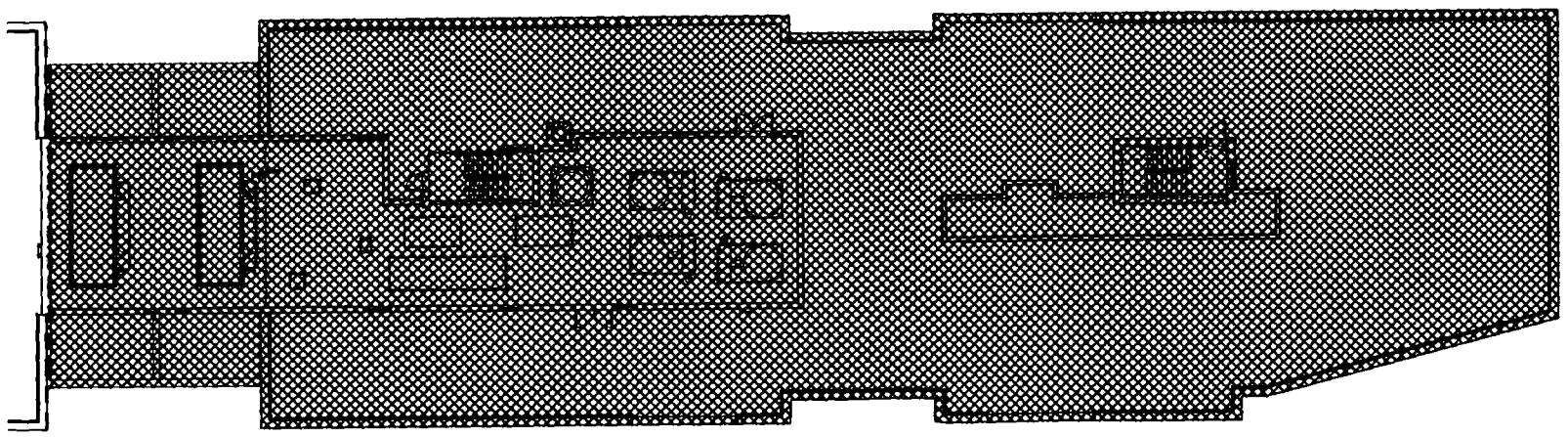
SCALE: **1/32"=1'-0**



GENERAL COMMON ELEMENT	SQ. FT.
	14,840

TOWER 2

MAIN ROOF



GENERAL COMMON ELEMENT	SQ. FT.
	15,905

TOWER 1

MAIN ROOF

DIMENSION OF UNITS.

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TAX LOT CERTIFICATION:

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CARTOGRAPHER: [signature]

DATE: October 20, 2010

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
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SWORN TO ME BEFORE
THIS 15 DAY OF October 2010

SEAL

MELODY RAMOS
Notary Public - State of New York
NO. 01RA6092857
Qualified In Kings County
My Commission Expires 5/8/2011

Melody Ramos

REGISTERED ARCHITECT
CARL M. SCHUMANN
15935
STATE OF NEW YORK

SEAL

ARCHITECT:

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
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DECLARANT:

FTC RESIDENTIAL COMPANY I, L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

KEY:

- RESIDENTIAL UNIT
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

PROJECT NUMBER: 19712.00

DRAWING TITLE:

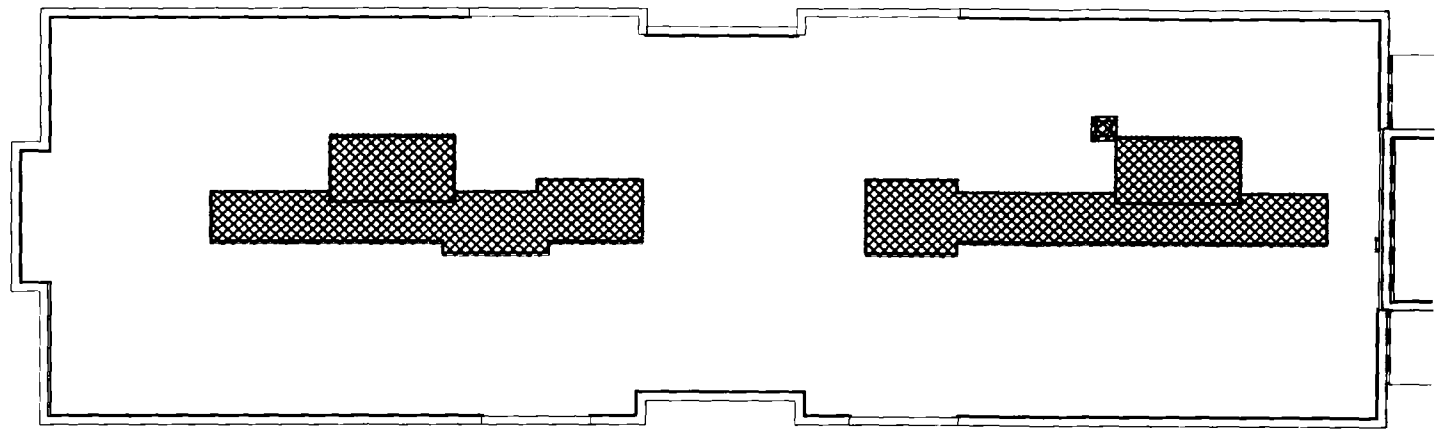
TOWERS 1 & 2: MAIN ROOF PLANS

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-09**

DATE: **OCTOBER 11, 2010**

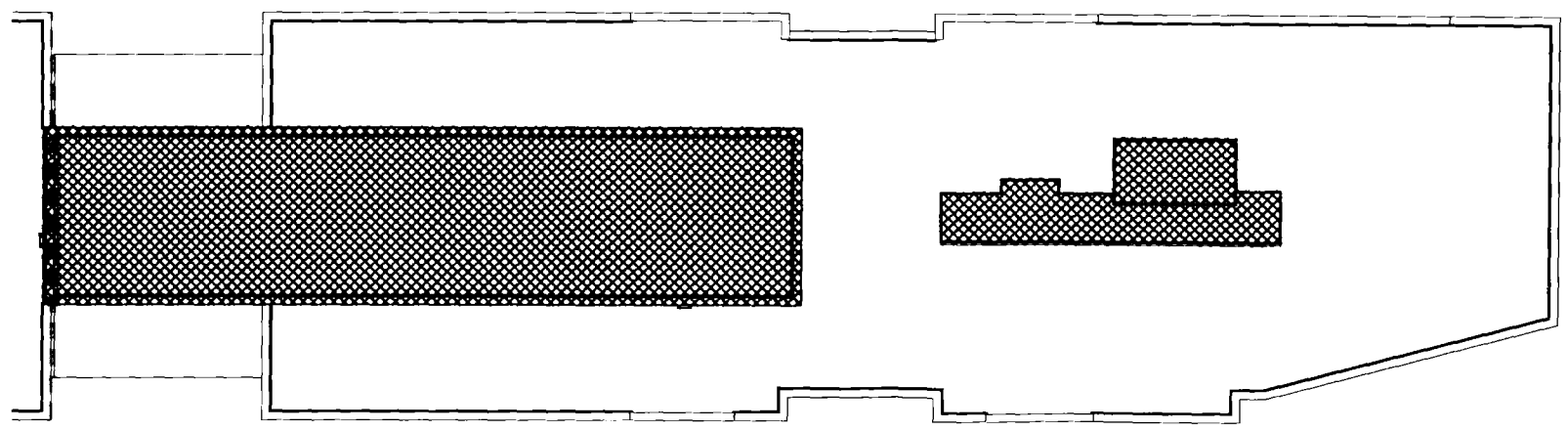
SCALE: **1/32" = 1'-0"**



GENERAL COMMON ELEMENT	SQ. FT.
	1,771

TOWER 2

BULKHEAD



GENERAL COMMON ELEMENT	SQ. FT.
	4,446

TOWER 1

BULKHEAD

DIMENSION OF UNITS.

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

ANY COMMON ELEMENT WITHIN A UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER: Attilio G. Sottosanti

DATE: October 20, 2010

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE
THIS 15 DAY OF October 2010

SEAL

MELODY RAMOS
Notary Public - State of New York
NO. 01RA6092857
Qualified in Kings County
My Commission Expires 5/27/2011

Melody Ramos

REGISTERED ARCHITECT
CHRISTOPHER M. ORDEMANN
15935
STATE OF NEW YORK
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
FTC RESIDENTIAL COMPANY I, L.P.
620 EIGHTH AVENUE, 22ND FLOOR
NEW YORK, NY 10018

KEY:
- RESIDENTIAL UNIT
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

PROJECT NUMBER: **19712.00**

DRAWING TITLE:
TOWERS 1 & 2: BULKHEAD 1 & 2 PLANS

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER ONE & TOWER TWO TAX LOT**

DRAWING NUMBER: **TL-10**

DATE: **OCTOBER 11, 2010**

SCALE: **1/32" = 1'-0"**

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2009121500287002003EA81D

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 20**

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS
Document Page Count: 7 Non-Standard Form Size

PRESENTER:	**RETURN TO:**
PICK UP TEAM EXAMINERS #TA 09-06-484	KRAMER LEVIN NAFTALIS & FRANKEL LLP
TITLE ASSOCIATES	ATTORNEYS FOR SPONSOR
193 JORALEMON STREET	1177 AVENUE OF THE AMERICAS
BROOKLYN, NY 11201	NEW YORK, NY 10036
718-596-4844	212-715-9100
TEAMEXAMINERS@VERIZON.NET	ATTENTION:JONATHAN H. CANTER,,ESQ.

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	9002	Entire Lot		135-02 40TH ROAD
Property Type: APARTMENT BUILDING					
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1001	Entire Lot	6A	40-28 COLLEGE POINT BLVD
Property Type: SINGLE RESIDENTIAL CONDO UNIT					

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ ***or*** Document ID_____ ***or*** _____ Year____ Reel ___ Page ____ ***or*** File Number_____

PARTIES

PARTY 1:
AFC2, LLC
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

FEES AND TAXES

Mortgage		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	159.00
Affidavit Fee:	$	0.00

Filing Fee:		
	$	0.00
NYC Real Property Transfer Tax:		
	$	0.00
NYS Real Estate Transfer Tax:		
	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 12-17-2009 14:05
City Register File No.(CRFN):
2009000414021

City Register Official Signature

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OFFICE OF THE CITY REGISTER

2009121500287002003CAA9D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1002	Entire Lot	6B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1003	Entire Lot	6C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1004	Entire Lot	6D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1005	Entire Lot	6F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1006	Entire Lot	6G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1007	Entire Lot	6H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1008	Entire Lot	6J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1009	Entire Lot	6K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1010	Entire Lot	6L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1011	Entire Lot	6M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1012	Entire Lot	6N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1013	Entire Lot	6P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1014	Entire Lot	6Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1015	Entire Lot	6R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1016	Entire Lot	7A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1017	Entire Lot	7B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1018	Entire Lot	7C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1019	Entire Lot	7D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1020	Entire Lot	7E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1021	Entire Lot	7F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1022	Entire Lot	7G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1023	Entire Lot	7H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1024	Entire Lot	7J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1025	Entire Lot	7K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1026	Entire Lot	7L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1027	Entire Lot	7M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1028	Entire Lot	7N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1029	Entire Lot	7P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1030	Entire Lot	7Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1031	Entire Lot	7R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1032	Entire Lot	8A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1033	Entire Lot	8B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1034	Entire Lot	8C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1035	Entire Lot	8D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1036	Entire Lot	8E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1037	Entire Lot	8F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1038	Entire Lot	8G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1039	Entire Lot	8H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1040	Entire Lot	8J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1041	Entire Lot	8K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1042	Entire Lot	8L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1043	Entire Lot	8M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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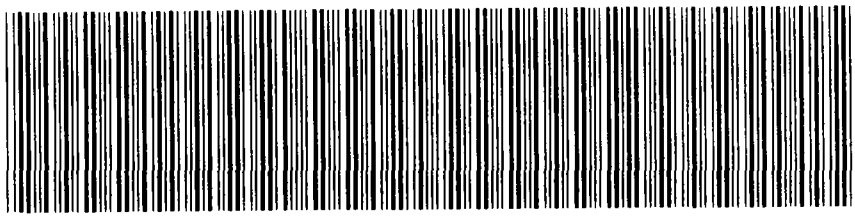

2009121500287002003CAA9D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1044	Entire Lot	8N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1045	Entire Lot	8P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1046	Entire Lot	8Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1047	Entire Lot	8R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1048	Entire Lot	9A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1049	Entire Lot	9B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1050	Entire Lot	9C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1051	Entire Lot	9D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1052	Entire Lot	9E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1053	Entire Lot	9F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1054	Entire Lot	9G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1055	Entire Lot	9H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1056	Entire Lot	9J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1057	Entire Lot	9K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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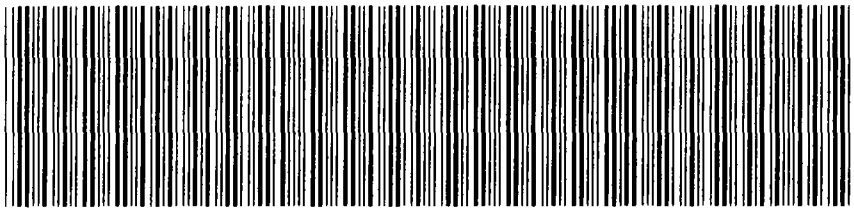

2009121500287002003CAA9D

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
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PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1058	Entire Lot	9L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1059	Entire Lot	9M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1060	Entire Lot	9N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1061	Entire Lot	9P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1062	Entire Lot	9Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1063	Entire Lot	9R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1064	Entire Lot	10A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1065	Entire Lot	10B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1066	Entire Lot	10C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1067	Entire Lot	10D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1068	Entire Lot	10E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1069	Entire Lot	10F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1070	Entire Lot	10G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1071	Entire Lot	10H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 7 OF 20**

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1072	Entire Lot	10J	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1073	Entire Lot	10K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1074	Entire Lot	10L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1075	Entire Lot	10M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1076	Entire Lot	10N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1077	Entire Lot	10P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1078	Entire Lot	10Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1079	Entire Lot	10R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1080	Entire Lot	11A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1081	Entire Lot	11B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1082	Entire Lot	11C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1083	Entire Lot	11D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1084	Entire Lot	11E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1085	Entire Lot	11F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
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2009121500287002003CAA9D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1086	Entire Lot	11G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1087	Entire Lot	11H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1088	Entire Lot	11K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1089	Entire Lot	11L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1090	Entire Lot	11M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1091	Entire Lot	11N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1092	Entire Lot	11P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1093	Entire Lot	11Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1094	Entire Lot	11R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1095	Entire Lot	12A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1096	Entire Lot	12B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1097	Entire Lot	12C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1098	Entire Lot	12D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1099	Entire Lot	12E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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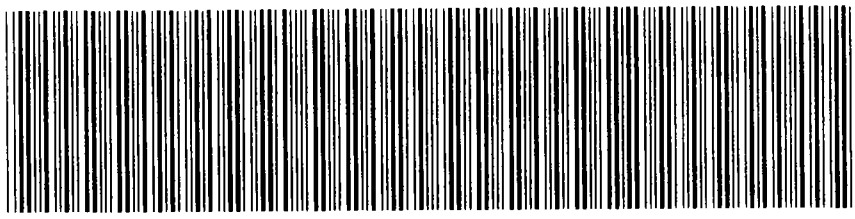

2009121500287002003CAA9D

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1100	Entire Lot	12F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1101	Entire Lot	12G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1102	Entire Lot	12H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1103	Entire Lot	12K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1104	Entire Lot	12L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1105	Entire Lot	12M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1106	Entire Lot	12N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1107	Entire Lot	12P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1108	Entire Lot	12Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1109	Entire Lot	12R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1110	Entire Lot	15A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1111	Entire Lot	15B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1112	Entire Lot	15C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1113	Entire Lot	15D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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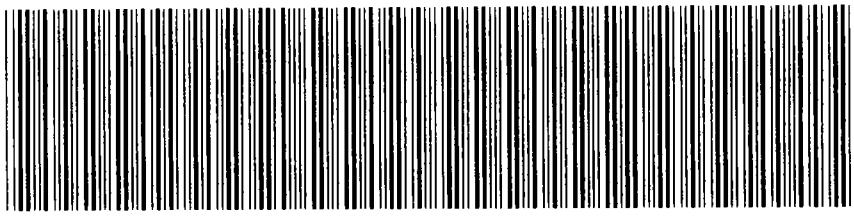

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 10 OF 20

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1114	Entire Lot	15E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1115	Entire Lot	15F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1116	Entire Lot	15G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1117	Entire Lot	15H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1118	Entire Lot	15K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1119	Entire Lot	15L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1120	Entire Lot	15M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1121	Entire Lot	15N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1122	Entire Lot	15P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1123	Entire Lot	15Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1124	Entire Lot	15R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1125	Entire Lot	PH3A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1126	Entire Lot	PH3B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1127	Entire Lot	PH3C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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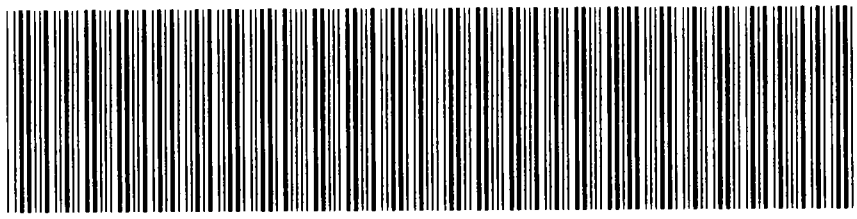

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1128	Entire Lot	PH3D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1129	Entire Lot	PH3E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1130	Entire Lot	PH3F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1131	Entire Lot	PH3G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1132	Entire Lot	PH3H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1133	Entire Lot	PH3K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1134	Entire Lot	PH3L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1135	Entire Lot	PH3M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1136	Entire Lot	PH3N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1137	Entire Lot	PH3P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1138	Entire Lot	PH3Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1139	Entire Lot	PH3R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1140	Entire Lot	PH2A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1141	Entire Lot	PH2B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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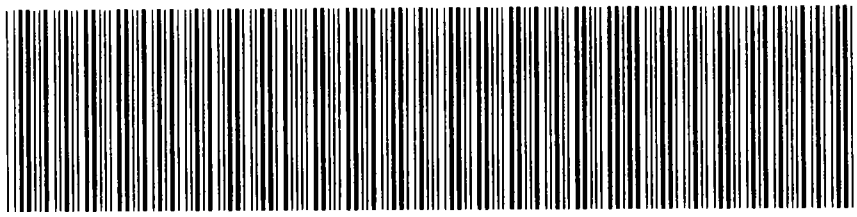

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 12 OF 20**

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1142	Entire Lot	PH2C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1143	Entire Lot	PH2D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1144	Entire Lot	PH2E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1145	Entire Lot	PH2F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1146	Entire Lot	PH2G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1147	Entire Lot	PH2H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1148	Entire Lot	PH2K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1149	Entire Lot	PH2L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1150	Entire Lot	PH2M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1151	Entire Lot	PH2N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1152	Entire Lot	PH2P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1153	Entire Lot	PH2Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1154	Entire Lot	PH2R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1155	Entire Lot	PH1A	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2009121500287002 Document Date: 12-04-2009 Preparation Date: 12-16-2009
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1156	Entire Lot	PH1B	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1157	Entire Lot	PH1C	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1158	Entire Lot	PH1D	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1159	Entire Lot	PH1E	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1160	Entire Lot	PH1F	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1161	Entire Lot	PH1G	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1162	Entire Lot	PH1H	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1163	Entire Lot	PH1K	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1164	Entire Lot	PH1L	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1165	Entire Lot	PH1M	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1166	Entire Lot	PH1N	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1167	Entire Lot	PH1P	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1168	Entire Lot	PH1Q	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1169	Entire Lot	PH1R	40-28 COLLEGE POINT BLVD
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

B

CONDOMINIUM NO.: 664

NAME OF CONDOMINIUM: SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER THREE

ADDRESS OF CONDOMINIUM: 40-22 COLLEGE POINT BOULEVARD / FLUSHING, NEW YORK 11354

DECLARANT: AFC2, LLC
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

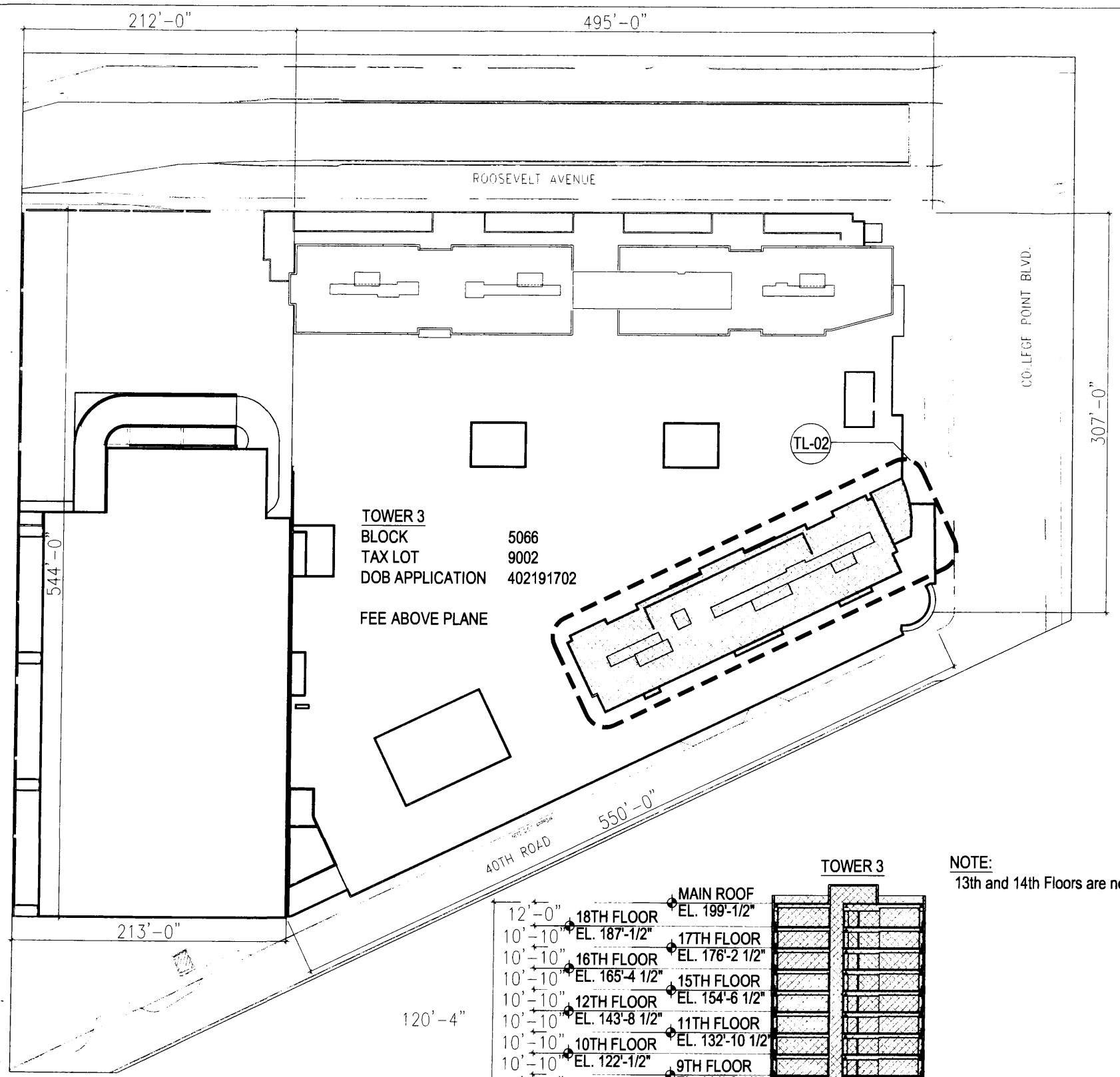
TAX BLOCK: 5066

TAX LOTS: NKA: 1001-1169 FKA: 9002

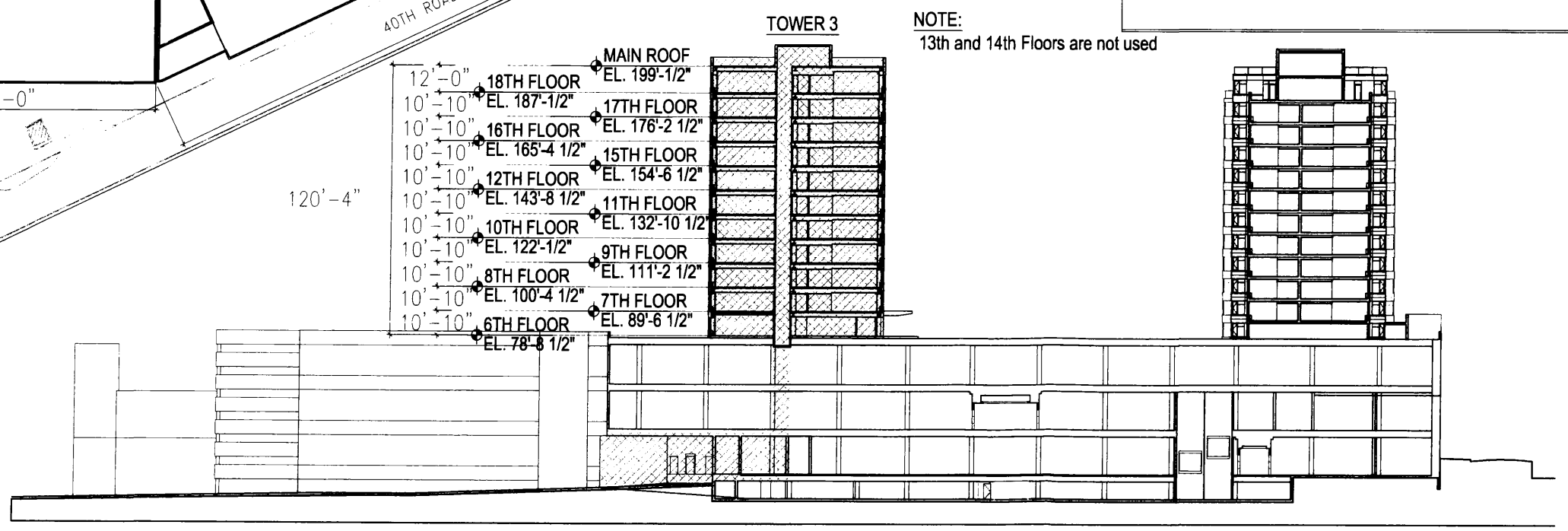
APPROVED BY THE TAX MAP UNIT: 12/4/09

FILED IN NEW YORK CITY
REGISTERS OFFICE / LAND RECORDS DIVISION: _____

THE LAND AFFECTED BY THE WITHIN INSTRUMENTS LIES IN
SECTION 25 IN TAX BLOCK 5066
ON THE BLOCK MAP OF TAXES AND ASSESSMENTS IN
THE BOROUGH OF QUEENS.



PLOT PLAN
SCALE: 1" = 100'-0"



SECTION
SCALE: 1" = 75'-0"

NOTE:
13th and 14th Floors are not used

CONDOMINIUM PLAN CERTIFICATION:

THE TAX MAP UNIT, CITY OF NEW YORK CERTIFIES THAT

(A) THE ANNEXED FLOOR PLANS CONSISTS OF 4 PAGES (TL-03 to TL-06) COVERING 11 FLOORS IN PREMISES KNOWN AS:

SKY VIEW PARC RESIDENTIAL CONDOMINIUM
TOWER THREE
40-22 COLLEGE POINT BOULEVARD
FLUSHING, NEW YORK

(B) THE LOT DESIGNATIONS FOR THE SEPARATE UNITS SHOWN THEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER DESIGNATIONS FOR SUCH UNIT AS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE CITY OF NEW YORK BOROUGH OF QUEENS.

CARTOGRAPHER
TAX MAP UNIT: _____

DATE: 12/4/09

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE ~~UNITS~~ AS BUILT.

SWORN TO ME BEFORE
THIS 23rd DAY OF November 2009

MICHAEL S. SPIVACK
NOTARY PUBLIC, State of New York
No. 01SP4978714
Qualified in Queens County
Commission Expires March 11, 2011

REGISTERED ARCHITECT
CARL W. [illegible]
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
AFC2, LLC
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

PROJECT NUMBER: 19712.00

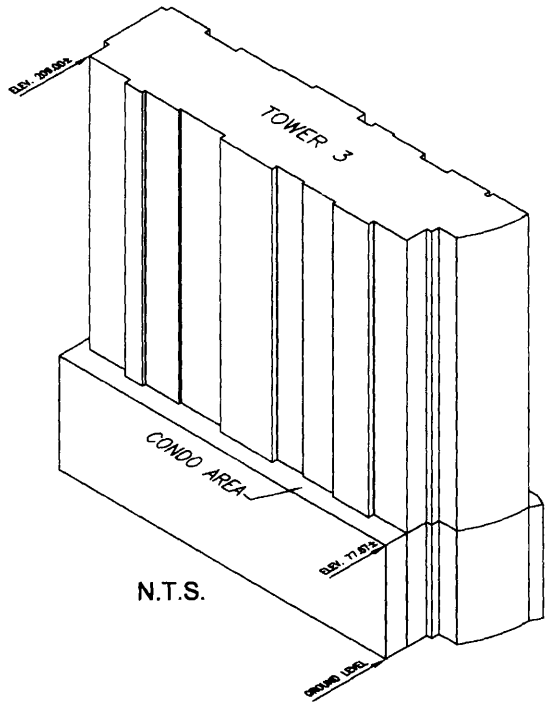
DRAWING TITLE:
PLOT PLAN SECTION &

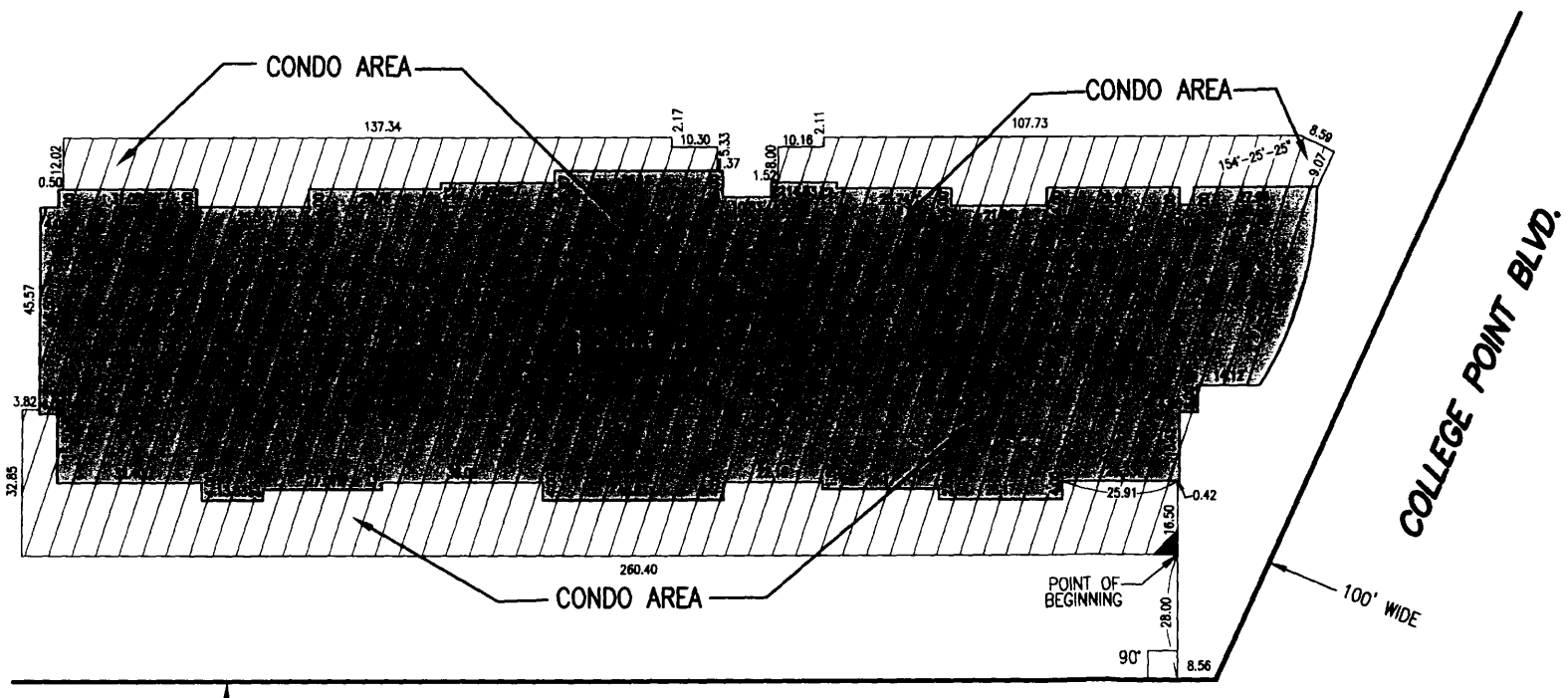
SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER THREE TAX LOT**

DRAWING NUMBER: **TL-01**

DATE: **SEPTEMBER 3, 2009**

SCALE: **AS SHOWN**





THE PARCEL SHOWN ABOVE BEGINS AT A PLANE ELEVATION OF 77.67 FEET
(FOR INFORMATION ONLY; REFER TO ARCHITECT'S PLANS)
SCALE: 1"=20'

NOTE: ALL ANGLES ARE 90° UNLESS INDICATED OTHERWISE

CONDO 3 AREA (TOWER 3) = 25,578 Sq. Ft.

TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER:

DATE: 12/4/09

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE
THIS 23rd DAY OF November 2009

MICHAEL S. SPIVACK
NOTARY PUBLIC, State of New York
No. 01SP4978714
Qualified in Queens County
Commission Expires March 11, 2011

REGISTERED ARCHITECT
CARL W. GRUBEMANN
1995
STATE OF NEW YORK
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
AFC2, LLC
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

PROJECT NUMBER: 19712.00

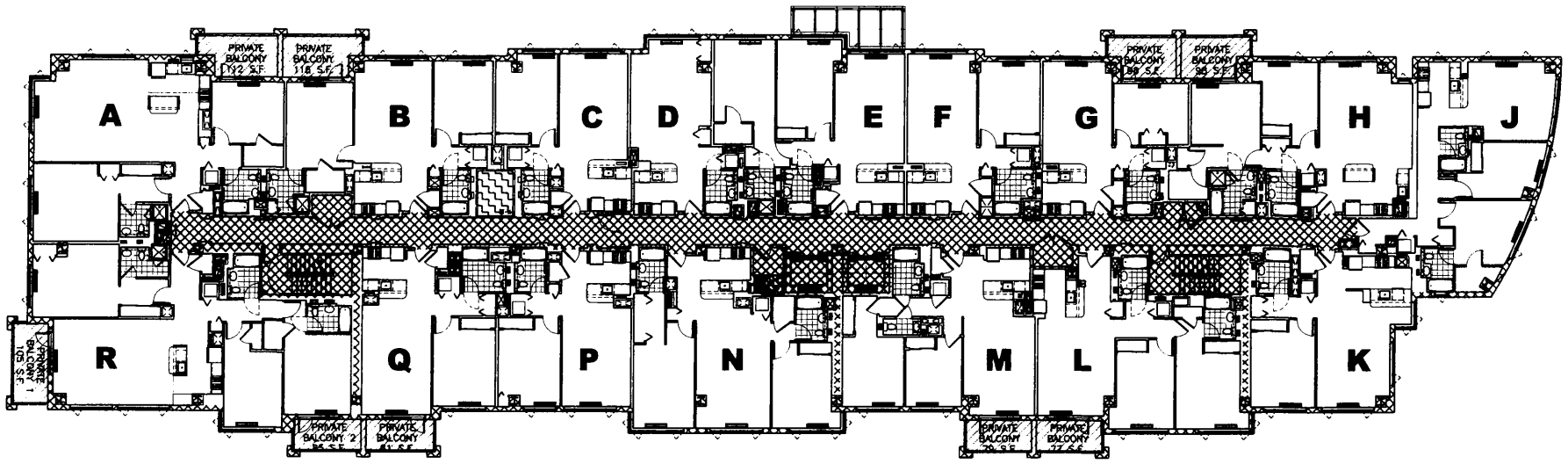
DRAWING TITLE:
TAX LOT SURVEY MAP

SET: SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER THREE TAX LOT

DRAWING NUMBER: **TL-02**

DATE: SEPTEMBER 3, 2009

SCALE: NTS



RETAIL UNIT	SQ. FT.
	62

GENERAL COMMON ELEMENT	SQ. FT.
	2,536

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT
	847

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
10A	1064	1,476	113
9A	1048	1,476	113
8A	1032	1,476	113
7A	1016	1,476	113

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
10B	1065	1,106	116
9B	1049	1,106	116
8B	1033	1,106	116
7B	1017	1,106	116

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
10C	1066	757
9C	1050	757
8C	1034	757
7C	1018	757

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
10D	1067	600	
9D	1051	600	
8D	1035	600	
7D	1019	600	

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
10E	1068	1,117
9E	1052	1,117
8E	1036	1,117
7E	1020	1,117

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
10F	1069	774
9F	1053	774
8F	1037	774
7F	1021	774

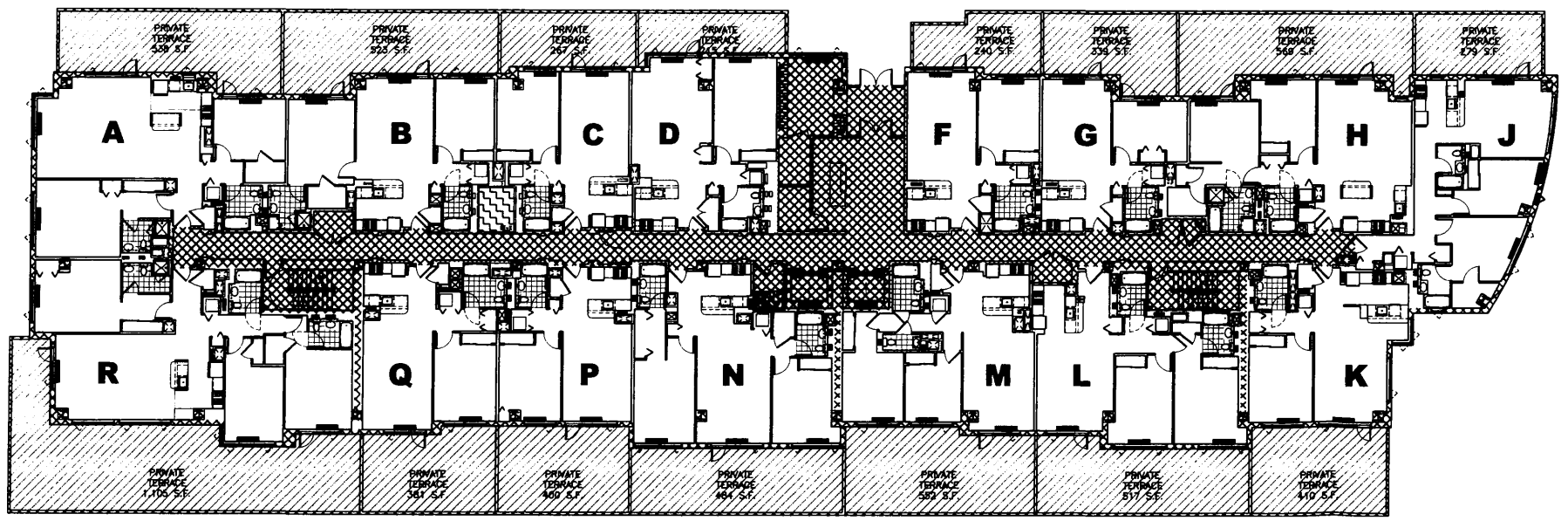
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
10G	1070	734	98
9G	1054	734	98
8G	1038	734	98
7G	1022	734	98

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
10H	1071	1,242	98
9H	1055	1,242	98
8H	1039	1,242	98
7H	1023	1,242	98

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
10J	1072	1,111
9J	1056	1,111
8J	1040	1,111
7J	1024	1,111

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY 1 (SQ.FT.)	BALCONY 2 (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
10R	1079	1,765	105	80	185
9R	1063	1,765	105	80	185
8R	1047	1,765	105	80	185
7R	1031	1,765	105	80	185

7TH – 10TH FLOOR PLAN



RETAIL UNIT	SQ. FT.
	62

GENERAL COMMON ELEMENT	SQ. FT.
	3,539

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	6,744

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
6A	1001	1,476	538
6B	1002	1,106	523
6C	1003	757	267
6D	1004	932	215

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
6F	1005	774	240
6G	1006	734	339
6H	1007	1,242	569
6J	1008	1,111	279

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
6K	1009	910	410
6L	1010	1,153	517
6M	1011	1,065	552
6N	1012	1,208	484

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
6P	1013	763	400
6Q	1014	851	381
6R	1015	1,765	1,105

6TH FLOOR PLAN

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

ANY COMMON ELEMENT WITHIN A UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER:

DATE: 12/4/09

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE ~~UNITS~~ AS BUILT.

SWORN TO ME BEFORE
THIS 23rd DAY OF November 2009.

MICHAEL S. SPIVACK
NOTARY PUBLIC, State of New York
No. 01SP4978714
Qualified in Queens County
Commission Expires March 11, 2011

REGISTERED ARCHITECT W. CHRISTOPHER ZAHN STATE OF NEW YORK SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
AFC2, LLC
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

KEY:
- RESIDENTIAL UNIT
- RESTAURANT KITCHEN EXHAUST FLUE EASEMENT AREA
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS (EAST) RESIDENTIAL ACCESS UNIT

PROJECT NUMBER: 19712.00

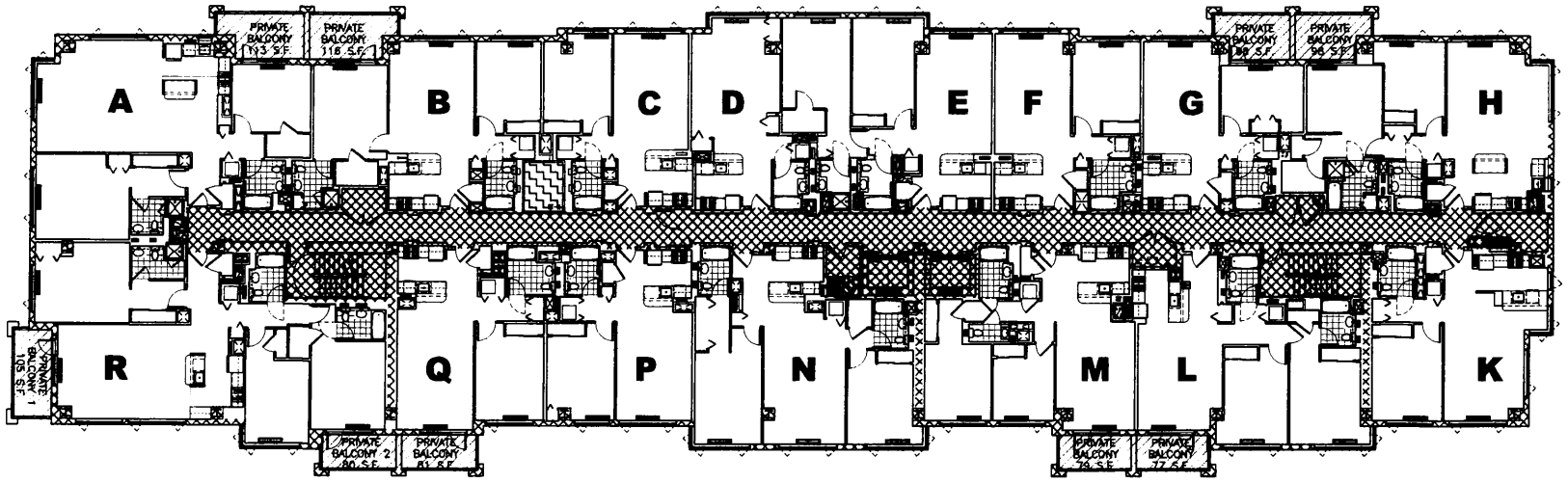
DRAWING TITLE:
TOWER 3: 6TH - 10TH FLOOR PLANS

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER THREE TAX LOT**

DRAWING NUMBER: **TL-03**

DATE: **SEPTEMBER 3, 2009**

SCALE: **1/32" = 1'-0"**



RETAIL UNIT	SQ. FT.
	62

GENERAL COMMON ELEMENT	SQ. FT.
	2,544

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	848

12TH,15TH FLOOR PLANS
(13TH & 14TH NOT USED)

16TH FLOOR PLANS
PENTHOUSE 3

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH3-A	1125	1,476	113
15A	1110	1,476	113
12A	1095	1,476	113

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH3-B	1126	1,106	116
15B	1111	1,106	116
12B	1096	1,106	116

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH3-C	1127	757
15C	1112	757
12C	1097	757

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH3-D	1128	600	
15D	1113	600	
12D	1098	600	

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH3-E	1129	1,117
15E	1114	1,117
12E	1099	1,117

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH3-F	1130	774
15F	1115	774
12F	1100	774

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH3-G	1131	734	98
15G	1116	734	98
12G	1101	734	98

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH3-H	1132	1,249	98
15H	1117	1,249	98
12H	1102	1,249	98

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH3-K	1133	910
15K	1118	910
12K	1103	910

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH3-L	1134	1,153	77
15L	1119	1,153	77
12L	1104	1,153	77

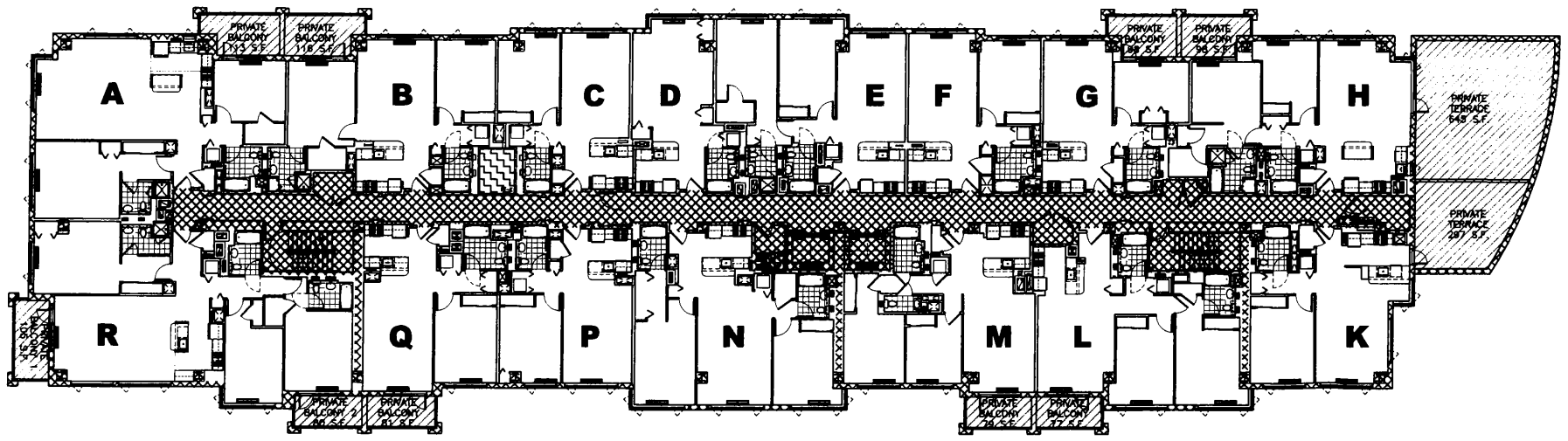
APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH3-M	1135	1,065	79
15M	1120	1,065	79
12M	1105	1,065	79

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH3-N	1136	1,208
15N	1121	1,208
12N	1106	1,208

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
PH3-P	1137	763
15P	1122	763
12P	1107	763

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH3-Q	1138	851	81
15Q	1123	851	81
12Q	1108	851	81

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY 1 (SQ.FT.)	BALCONY 2 (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
PH3-R	1139	1,765	105	80	185
15R	1124	1,765	105	80	185
12R	1109	1,765	105	80	185



RETAIL UNIT	SQ. FT.
	62

GENERAL COMMON ELEMENT	SQ. FT.
	2,632

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	1,788

11TH FLOOR PLAN

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
11A	1080	1,476	113

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
11B	1081	1,106	116

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
11C	1082	757

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
11D	1083	600

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
11E	1084	1,117

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
11F	1085	774

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
11G	1086	734	98

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)	TERRACE (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
11H	1087	1,249	98	645	743

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	TERRACE (SQ.FT.)
11K	1088	910	297

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
11L	1089	1,153	77

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
11M	1090	1,065	79

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
11N	1091	1,208

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)
11P	1092	763

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
11Q	1093	851	81

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY 1 (SQ.FT.)	BALCONY 2 (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
11R	1094	1,765	105	80	185

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

ANY COMMON ELEMENT WITHIN A UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER:

DATE: 12/4/09

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
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SWORN TO ME BEFORE
THIS 23rd DAY OF November 2009

MICHAEL S. SPIVACK
NOTARY PUBLIC, State of New York
No. 01SP4978714
Qualified in Queens County
Commission Expires March 11, 2011

REGISTERED ARCHITECT
CARL W. ORDEMANN
15995
STATE OF NEW YORK
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
AFC2, LLC
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

KEY:
- RESIDENTIAL UNIT
- RESTAURANT KITCHEN EXHAUST FLUE EASEMENT AREA
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS (EAST) RESIDENTIAL ACCESS UNIT

PROJECT NUMBER: 19712.00

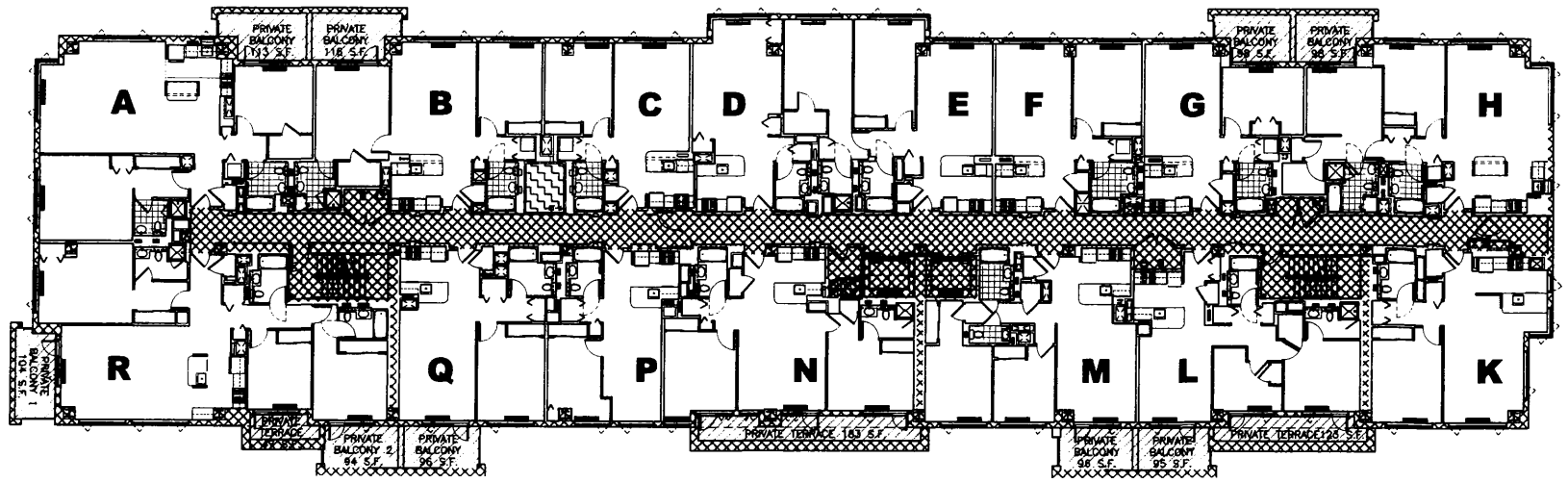
DRAWING TITLE:
TOWER 3: 11TH, 12TH, 15TH & PH-3 (16TH) FLOOR PLANS

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER THREE TAX LOT**

DRAWING NUMBER: **TL-04**

DATE: **SEPTEMBER 3, 2009**

SCALE: **1/32" = 1'-0"**



RETAIL UNIT	SQ. FT.
	62

GENERAL COMMON ELEMENT	SQ. FT.
	2,834

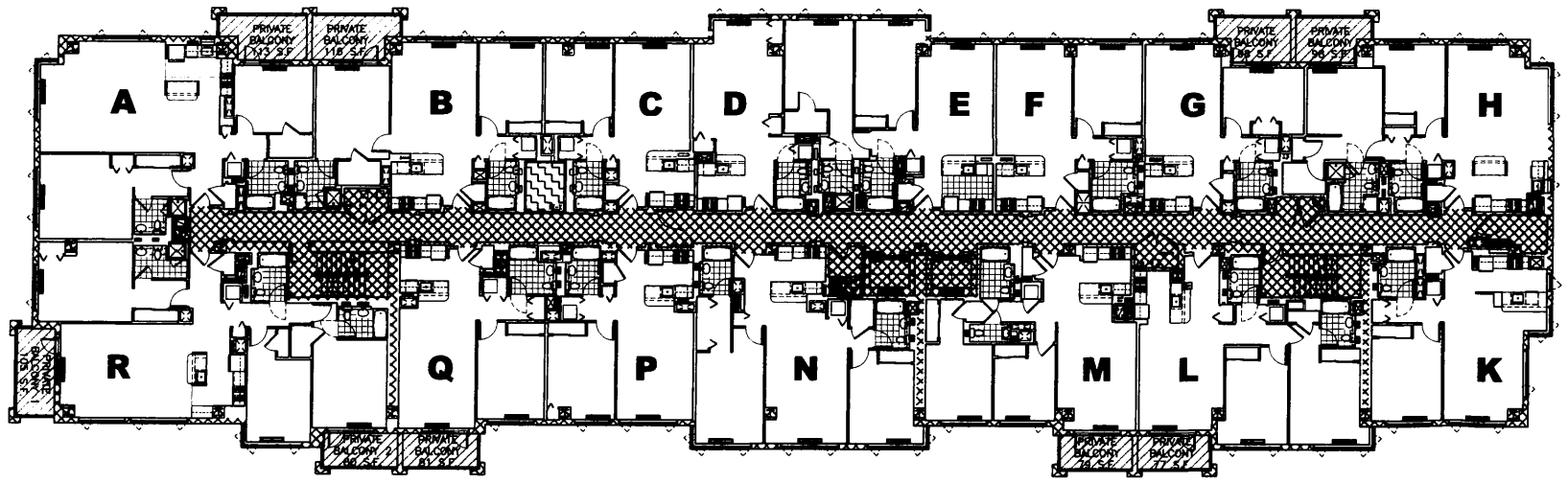
RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	1,203

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH1-A	1155	1,476	113
PH1-B	1156	1,106	116
PH1-C	1157	726	
PH1-D	1158	594	
PH1-E	1159	1,104	
PH1-F	1160	754	
PH1-G	1161	734	98
PH1-H	1162	1,249	98
PH1-K	1163	911	
PH1-M	1165	1,045	96
PH1-N	1166	1,104	183
PH1-P	1167	641	
PH1-Q	1168	827	96

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)	TERRACE (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
PH1-L	1164	982	95	123	218

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY 1 (SQ.FT.)	BALCONY 2 (SQ.FT.)	TERRACE (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
PH1-R	1169	1,670	104	94	47	245

18TH FLOOR PLAN
PENTHOUSE 1



RETAIL UNIT	SQ. FT.
	62

GENERAL COMMON ELEMENT	SQ. FT.
	2,548

RESIDENTIAL LIMITED COMMON ELEMENT	SQ. FT.
	847

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY (SQ.FT.)
PH2-A	1140	1,476	113
PH2-B	1141	1,106	116
PH2-C	1142	726	
PH2-D	1143	594	
PH2-E	1144	1,104	
PH2-F	1145	754	
PH2-G	1146	734	98
PH2-H	1147	1,249	98
PH2-K	1148	910	
PH2-L	1149	1,153	77
PH2-M	1150	1,065	79
PH2-N	1151	1,208	
PH2-P	1152	763	
PH2-Q	1153	851	81

APT. UNIT	TAX LOT	INTERIOR (SQ.FT.)	BALCONY 1 (SQ.FT.)	BALCONY 2 (SQ.FT.)	TOTAL EXTERIOR (SQ.FT.)
PH2-R	1154	1,765	105	80	185

17TH FLOOR PLAN
PENTHOUSE 2

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

ANY COMMON ELEMENT WITHIN A UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER:

DATE: 12/4/09

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE
THIS 23rd DAY OF December 2009

MICHAEL S. SPIVACK
NOTARY PUBLIC, State of New York
No. 01SP4978714
Qualified in Queens County
Commission Expires March 11, 2011

REGISTERED ARCHITECT
W. ORDEMAN
933
STATE OF NEW YORK
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
AFC2, LLC
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

KEY:
- RESIDENTIAL UNIT
- RESTAURANT KITCHEN EXHAUST FLUE EASEMENT AREA
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS (EAST) RESIDENTIAL ACCESS UNIT

PROJECT NUMBER: 19712.00

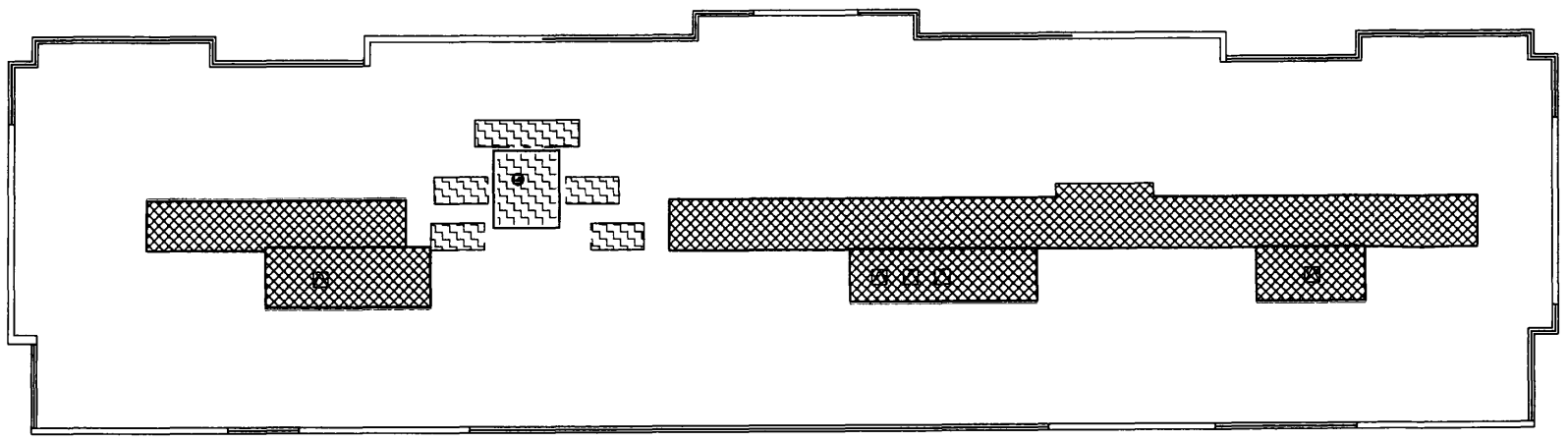
DRAWING TITLE:
TOWER 3:
PH-2 (17TH) & PH-1 (18TH)
FLOOR PLANS

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER THREE TAX LOT**

DRAWING NUMBER: **TL-05**

DATE: **SEPTEMBER 3, 2009**

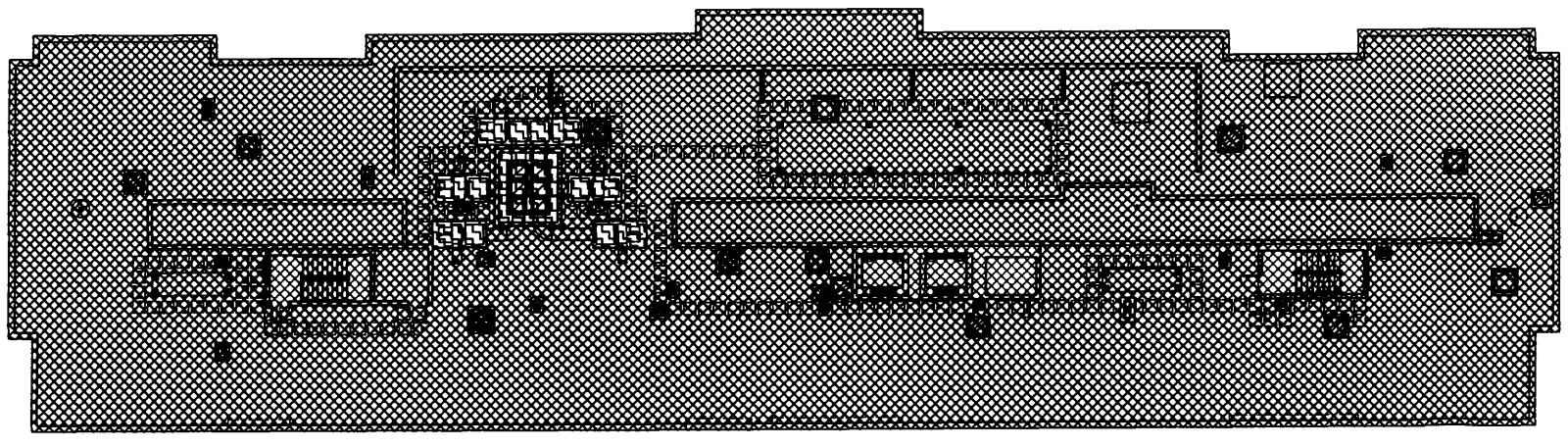
SCALE: **1/32" = 1'-0"**



GENERAL COMMON ELEMENT	SQ. FT.
	2,564

RETAIL UNIT	SQ. FT.
	351

BULKHEAD 2



GENERAL COMMON ELEMENT	SQ. FT.
	16,685

RETAIL UNIT	SQ. FT.
	351

MAIN ROOF – BULKHEAD 1

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTERLINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

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TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN BEFORE COMFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOUROUGH OF QUEENS.

CARTOGRAPHER:

DATE: 12/4/09

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
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SWORN TO ME BEFORE
THIS 23rd DAY OF November 2009

MICHAEL S. SPIVACK
NOTARY PUBLIC, State of New York
No. 01SP4978714
Qualified in Queens County
Commission Expires March 11, 2011

REGISTERED ARCHITECT
EARL W. ORD
15995
STATE OF NEW YORK
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
AFC2, LLC
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

KEY:
- RESIDENTIAL UNIT
- RESTAURANT KITCHEN EXHAUST FLUE EASEMENT AREA
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS (EAST) RESIDENTIAL ACCESS UNIT

PROJECT NUMBER: 19712.00

DRAWING TITLE:
TOWER 3: MAIN ROOF - BULKHEAD 1 & 2 FLOOR PLANS

SET: **SKY VIEW PARC RESIDENTIAL CONDOMINIUM TOWER THREE TAX LOT**

DRAWING NUMBER: **TL-06**

DATE: **SEPTEMBER 3, 2009**

SCALE: **1/32" = 1'-0"**

JENNIFER COGHLAN
DIRECT DIAL: (646) 378-7215
JCOGHLAN@SPRLAW.COM

March 17, 2011

Via Email and FedEx

Rosalie Rusinko, Esq.
New York State Department of
Environmental Conservation
100 Hillside Avenue, Suite 1W
White Plains, NY 10603

Re: Flushing Industrial Park, Parcels 1-3
BCP Site Nos. C241051, C241078, C241079

Dear Rosalie:

We are writing to inform you of ownership changes at the above-referenced sites. At the time the Certificates of Completion ("COC") were issued, the ownership of the various lots that comprised the site was as follows:

Lot 1 – Flushing Town Center III, LP
Lot 100 – Flushing Town Center III, LP
Lot 9001 – AFC2, LLC
Lot 9002 – AFC2, LLC
Lot 9100 – AFC2, LLC

Both of those entities were signatories to the Brownfield Cleanup Agreements ("BCAs") for all 3 parcels and recipients of the COCs.

Since that time, as explained in our February 10, 2010 letter, Lots 1 and 100 were divided into Lots 1201-1205. Lots 1201, 1202, 1203 and 1205 are still owned by Flushing Town Center III, LP. In addition, Lot 1204 (the residential access unit) has been transferred to the residential homeowners association, Sky View Parc Homeowners Association, Inc. Finally, Lot 1202 will be transferred to Target Corporation in the coming weeks. Target was added to the BCA for Parcel 1 due to its status as a future owner and was a recipient of that COC.

As reported in the 2009 Site Management Report, Former Lot 9002 has been divided into Lots 1001-1169. Those lots comprise Tower 3 of the residential development and FTC Residential Company II, L.P., which was added to all 3 BCAs due to its status as a future owner

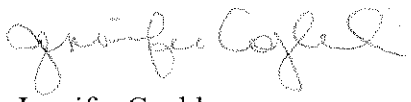
of the residential development and was a recipient of the COCs, currently owns all of the unsold units.

Former Lot 9001 has now been divided into Lots 1301-1579. Those lots comprise Towers 1 and 2 of the residential development and FTC Residential Company I, L.P., which was added to all 3 BCAs due to its status as a future owner of the residential development and was a recipient of the COCs, currently owns all of the unsold units.

Lot 9100 has not been divided and is currently owned by FTC Residential Company III, L.P., which was added to all 3 BCAs due to its status as a future owner of the residential development and was a recipient of the COCs.

We trust that this letter will serve, to the extent necessary, as the required notification under Section 27-1425 of the ECL. Please call if you have any questions or require additional information. Thank you for your assistance.

Sincerely,



Jennifer Coghlan

Cc (via email):
Mike Koep, FTC III
Dave Brickman, FTC III
Steve Talles, FTC III
Kate Brunner, AKRF
Jonathan Canter, Esq., Kramer Levin

3105/rusinko 3.17.11

FINANCE NEW • YORK

Form R P 604 (Rev.)

REQUEST TO REAL PROPERTY ASSESSMENT BUREAU SURVEYING DIVISION FOR TENTATIVE LOT NUMBERS

BOROUGH QUEENS

DATE 05-08-09

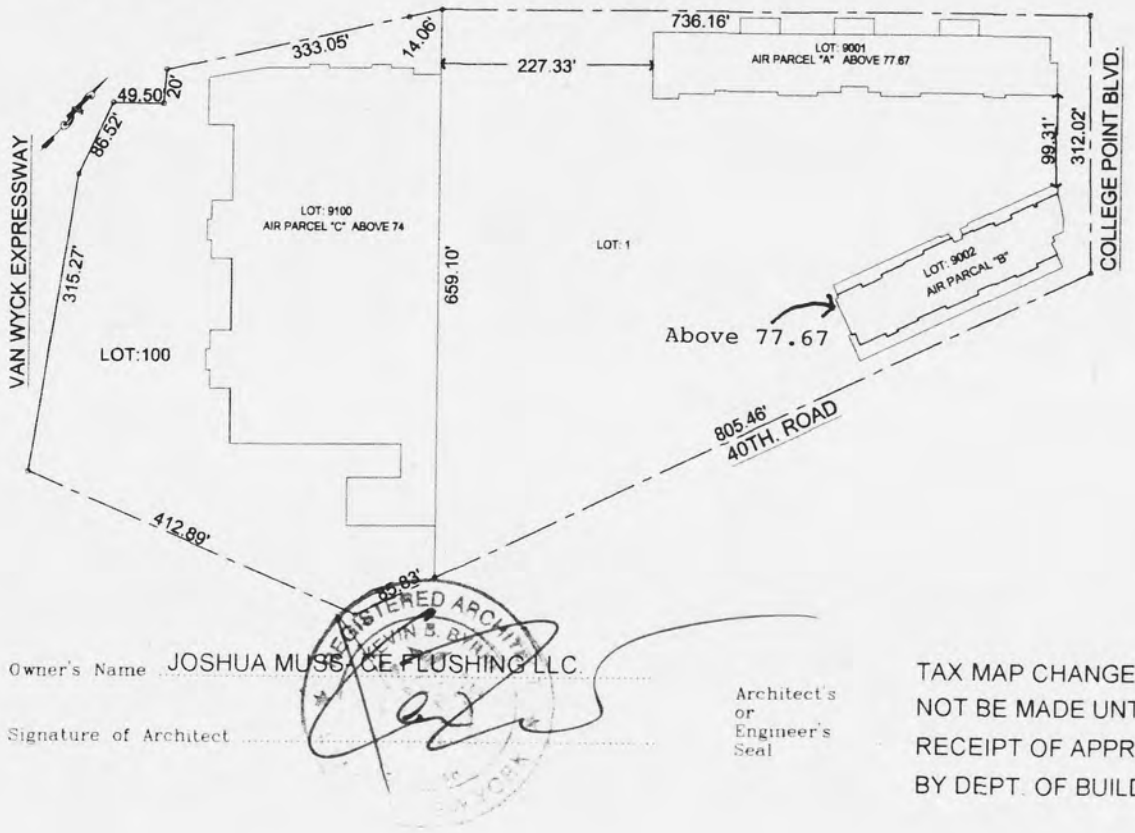
SEC. 25 VOL. 3

BLOCK 5066

PRESENT LOT NO. 1 & 100

5 COMMERCIAL CONDO LOTS

Draw sketch to scale 1" = 50'. if possible. Indicate North arrow



TENTATIVE LOT NUMBERS ▶ 1201-1205

All Comm.
Lot = 1 = 4 comm.
Lot = 100 = 1 comm

(for Department of Buildings filing only)

Official change will be made on Tax Map only upon presentation of required documents.

Owner's Name JOSHUA MUSS/CE FLUSHING LLC.

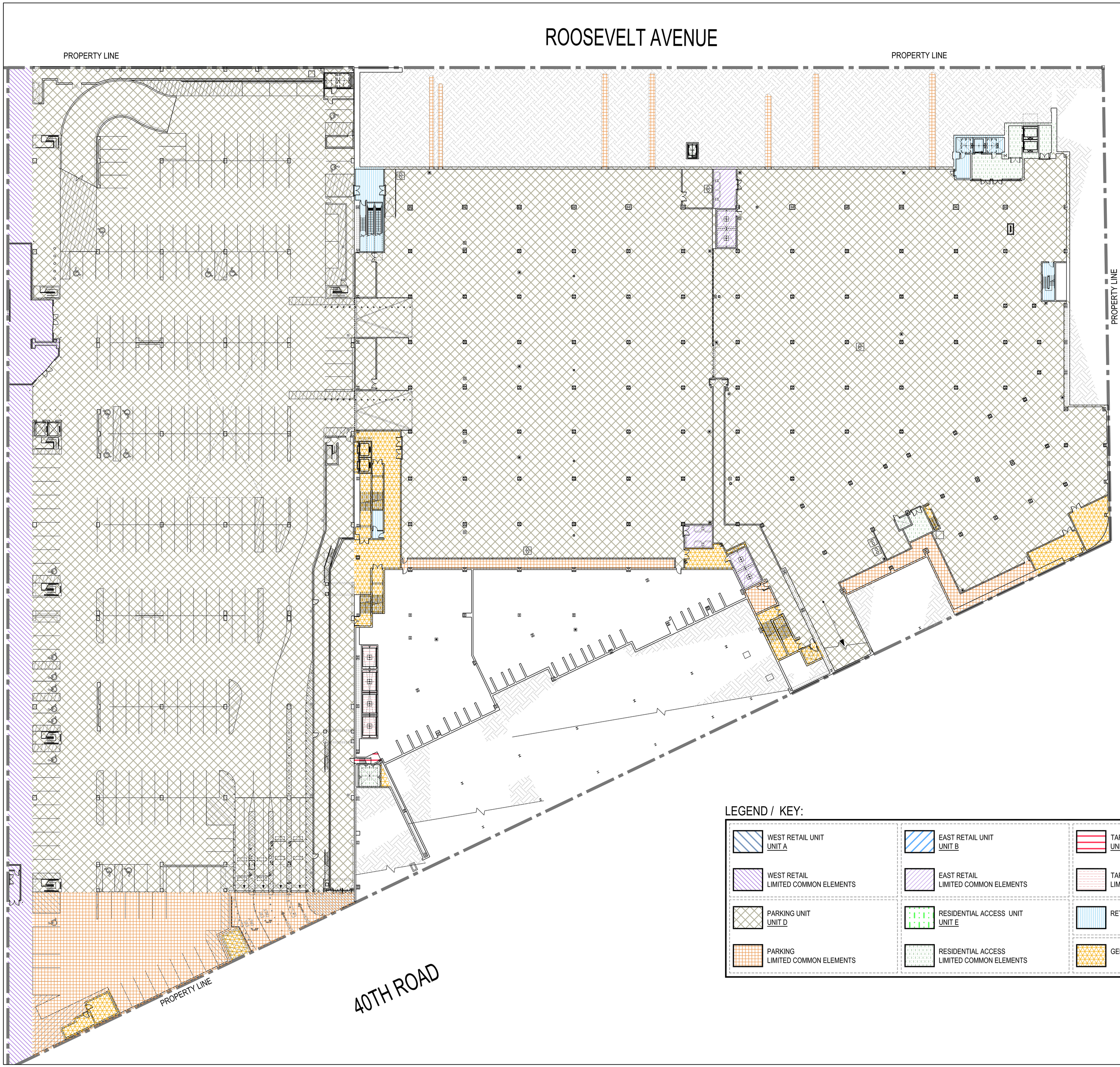
Signature of Architect

Architect's or Engineer's Seal

TAX MAP CHANGE WILL NOT BE MADE UNTIL RECEIPT OF APPROVAL BY DEPT. OF BUILDINGS

Assistant Surveyor

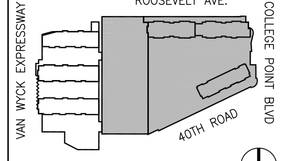
5/13/09
Date



COLLEGE POINT BLVD.

NO. DATE REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

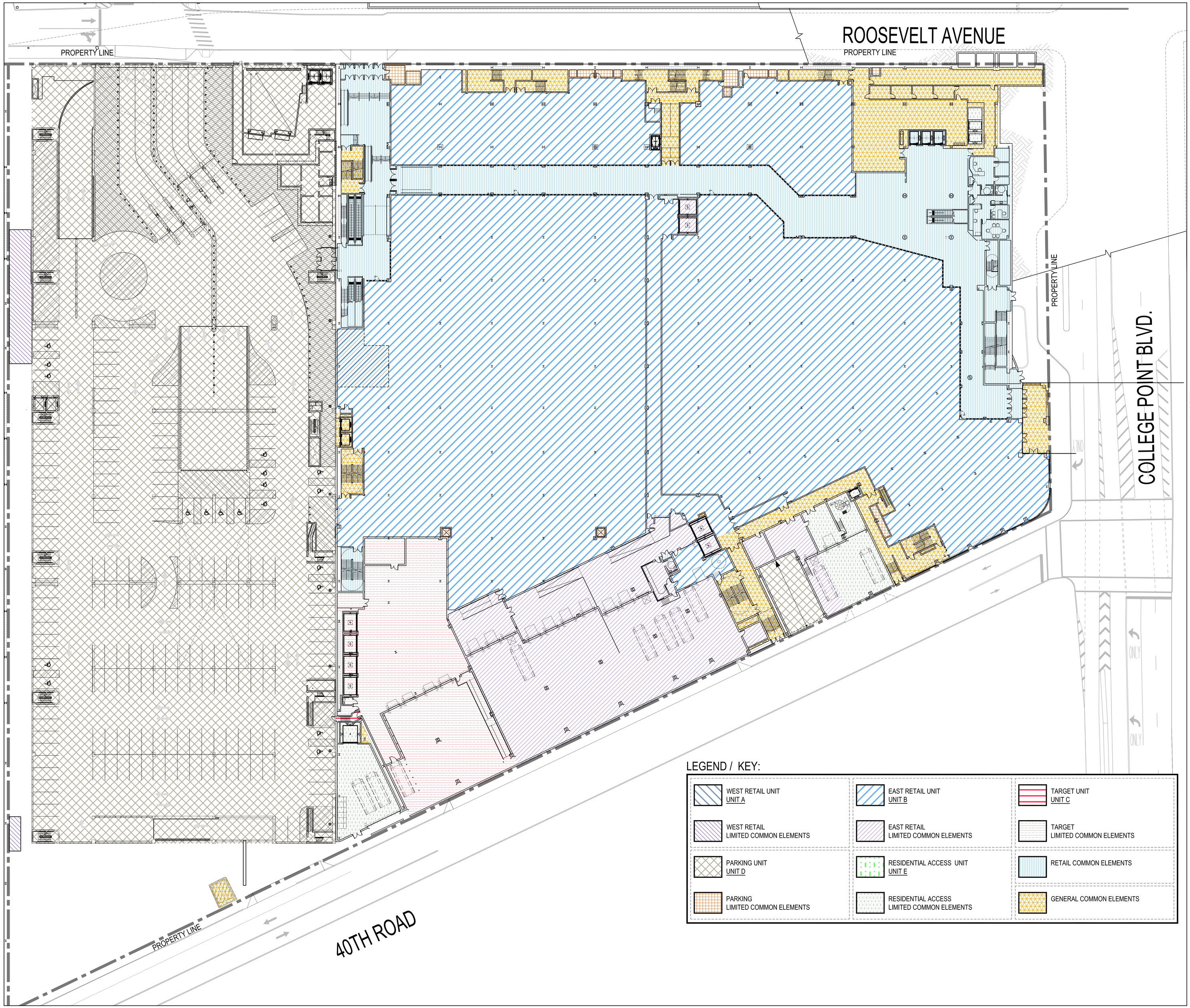
40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

DRAWING TITLE:
CELLAR LEVEL EAST PLAN
SCALE: **1/20"=1'-0"**

CCD1-E-100

UNITS & COMMON ELEMENTS SET



NO. DATE REVISION

SEAL

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212 353 7200
F 212 353 7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

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URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

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MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
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NEW YORK, NY 10005

Structural:
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440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

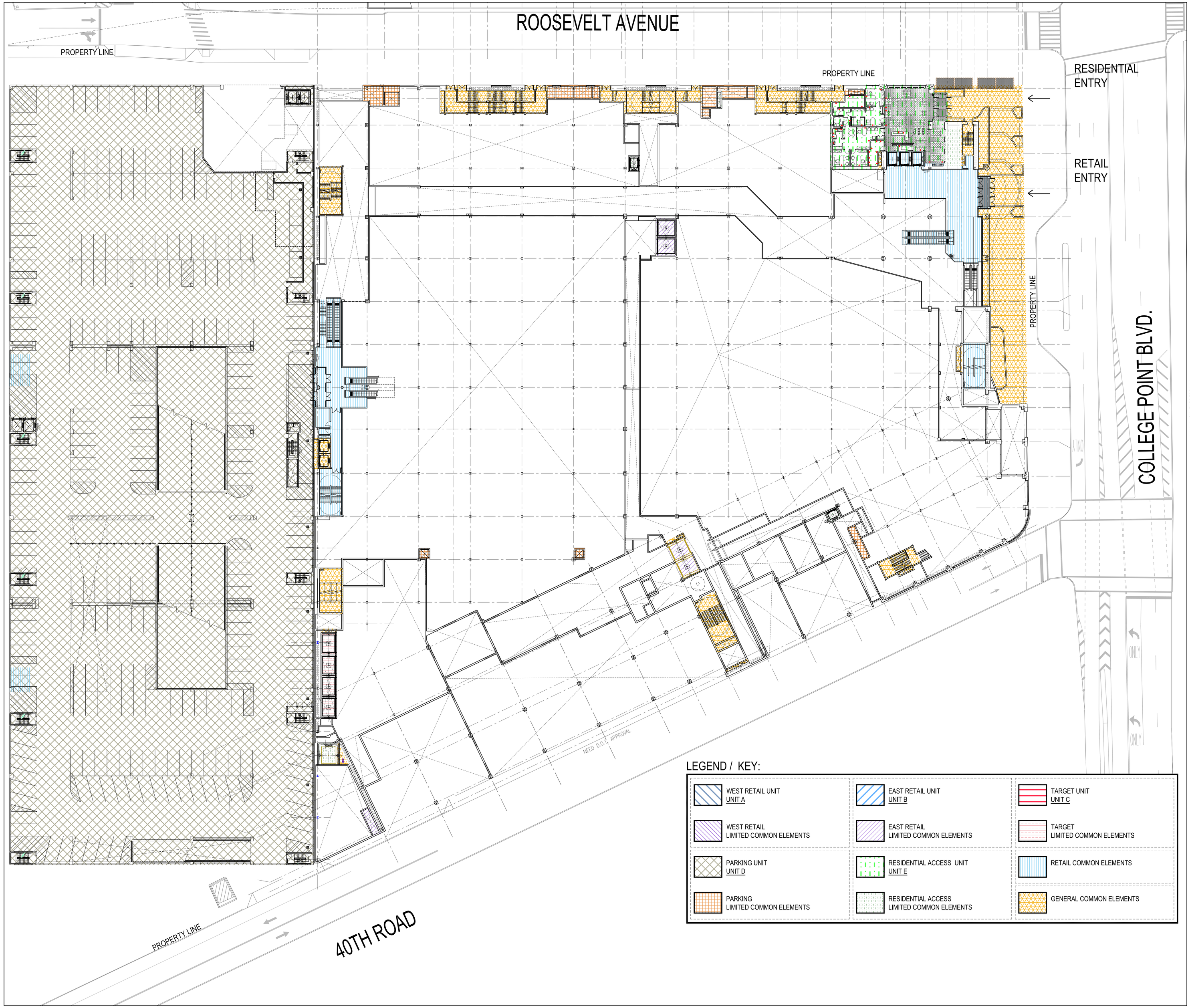
PROJECT No: 19712.00

DRAWING TITLE:
1ST LEVEL EAST

PLAN
SCALE: **1/20"=1'-0"**

CCD1-E-101

UNITS & COMMON ELEMENTS SET

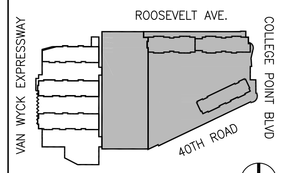


LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO. DATE REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

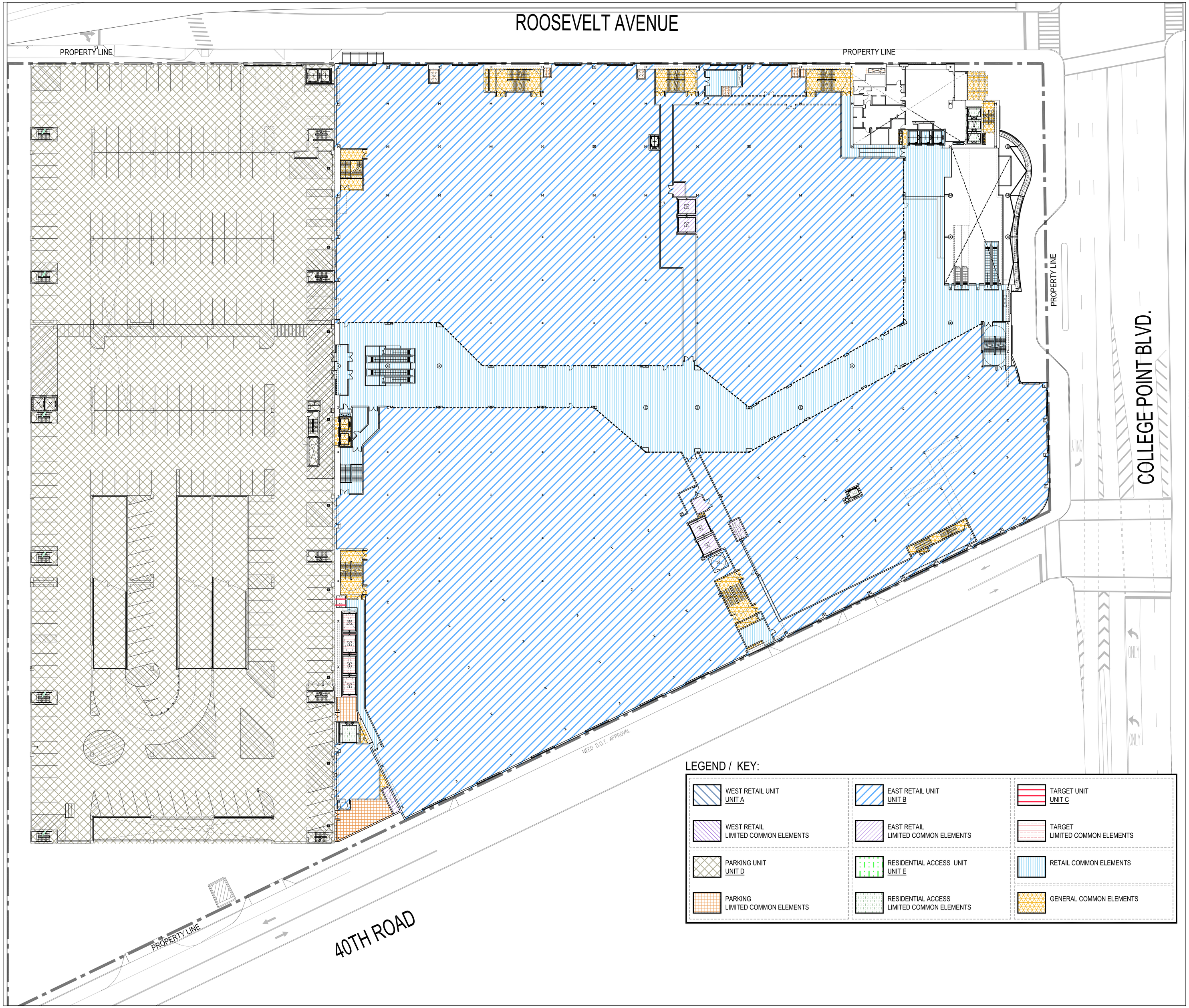
PROJECT No: 19712.00

DRAWING TITLE:
1ST LEVEL MEZZ. & 2ND LEVEL PARTIAL EAST PLAN

SCALE: **1/20"=1'-0"**

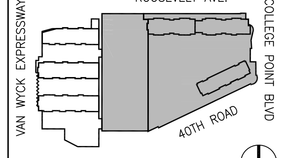
CCD1-E-102

UNITS & COMMON ELEMENTS SET



NO. DATE REVISION

SEAL



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T 212 353 7200
F 212 353 7171

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FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

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URBITRAN ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
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LITTLE SILVER, NJ 07739

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80 PINE STREET
NEW YORK, NY 10005

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DESIMONE CONSULTING ENGINEERS
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NEW YORK, NY 10011

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619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
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12 MAPLE AVENUE
PINE BROOK, NJ 07058

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NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
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131-07 40th Road
New York, NY

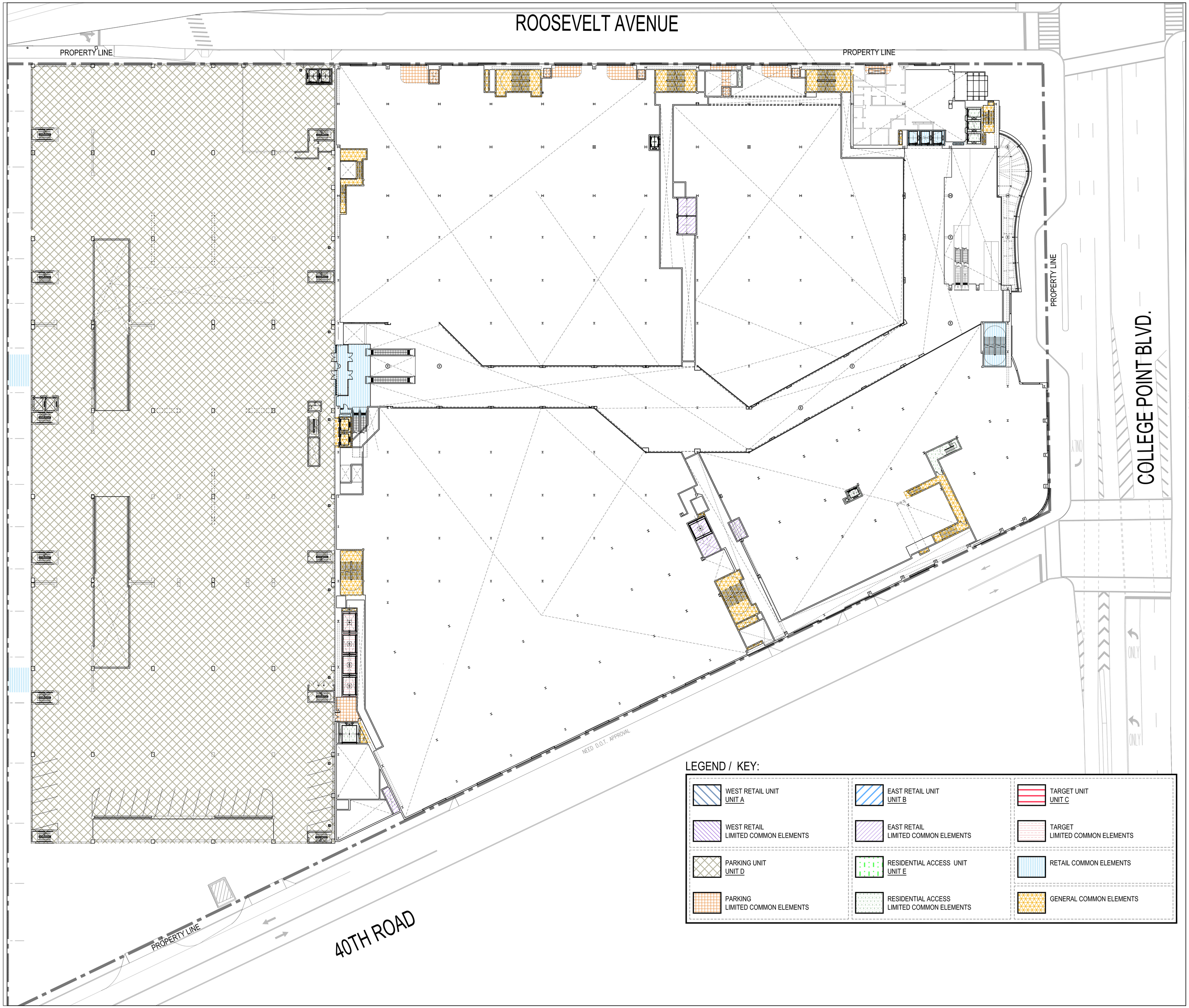
PROJECT No: 19712.00

DRAWING TITLE:
3RD LEVEL EAST

PLAN
SCALE: **1/20"=1'-0"**

CCD1-E-103

UNITS & COMMON ELEMENTS SET

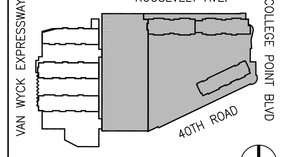


LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO. DATE REVISION

SEAL



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NEW YORK, NY 10003
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F 212.353.7171

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5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development
40-28 College Point Blvd./
131-07 40th Road
New York, NY

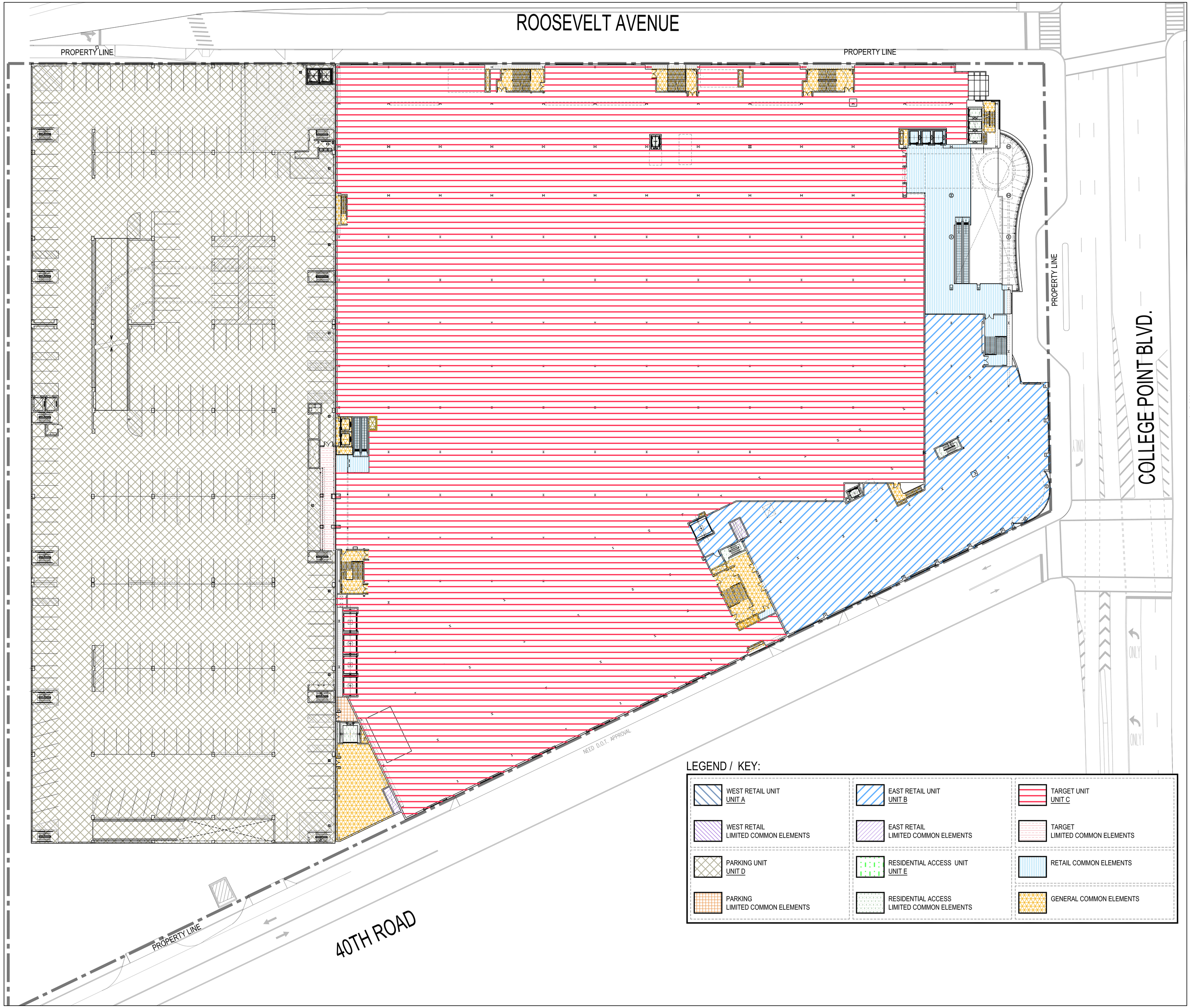
PROJECT No: 19712.00

DRAWING TITLE:
4TH LEVEL EAST

PLAN
SCALE: **1/20"=1'-0"**

CCD1-E-104

UNITS & COMMON ELEMENTS SET

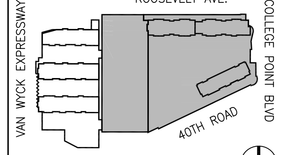


LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO. DATE REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

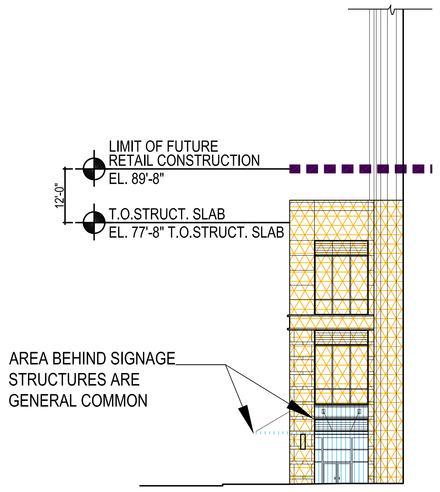
40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

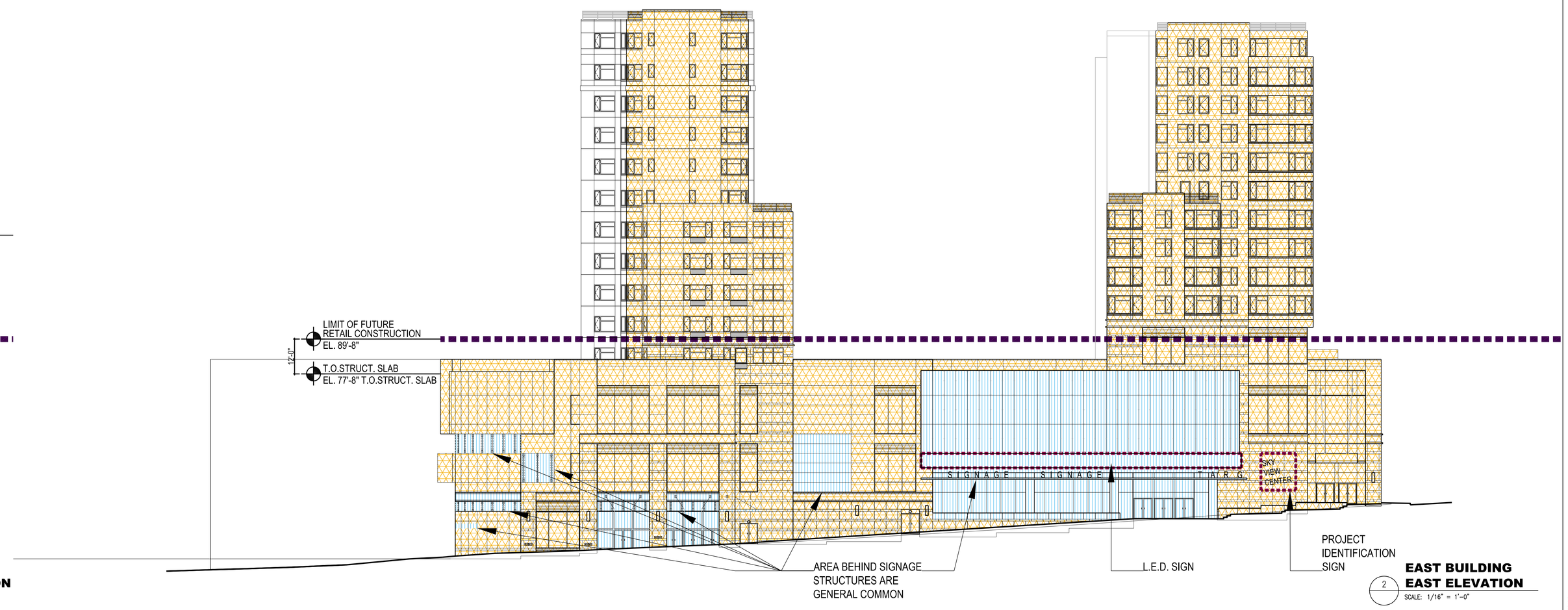
DRAWING TITLE:
5TH LEVEL EAST PLAN
SCALE: **1/20"=1'-0"**

CCD1-E-105

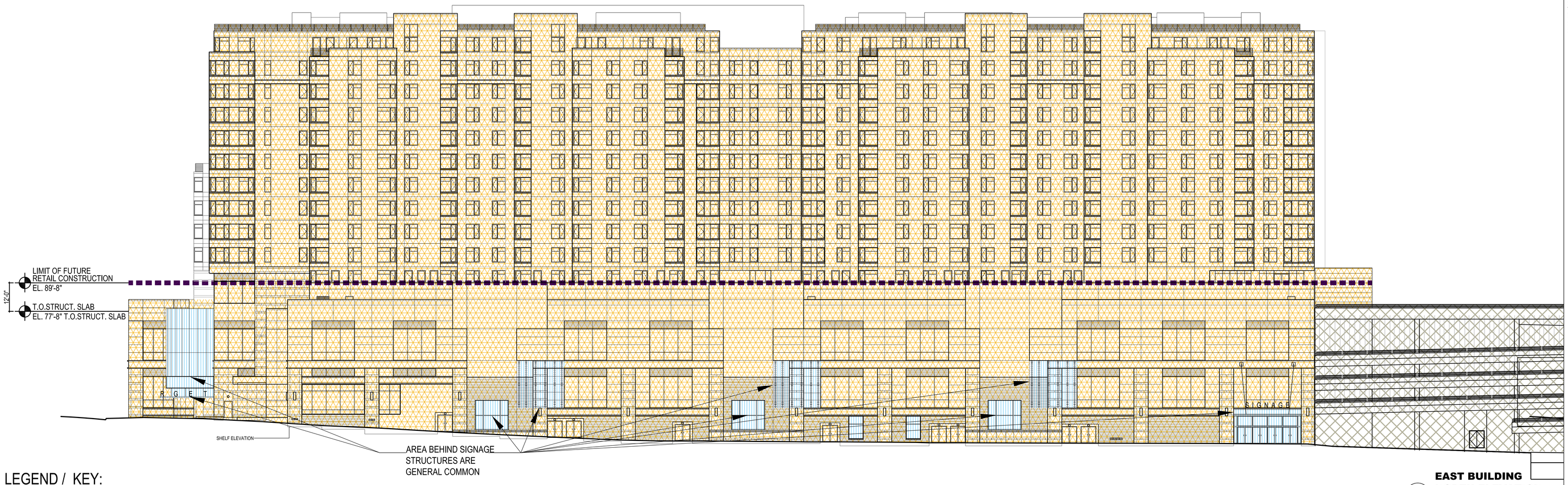
UNITS & COMMON ELEMENTS SET



3 **EAST BUILDING NORTH/EAST ELEVATION**
SCALE: 1/16" = 1'-0"



2 **EAST BUILDING EAST ELEVATION**
SCALE: 1/16" = 1'-0"



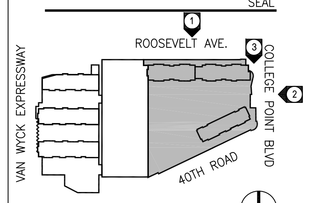
1 **EAST BUILDING NORTH ELEVATION**
SCALE: 1/16" = 1'-0"

LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO.	DATE	REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

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Landscape Architect:
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LITTLE SILVER, NJ 07739

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NEW YORK, NY 10016

May 18, 2009

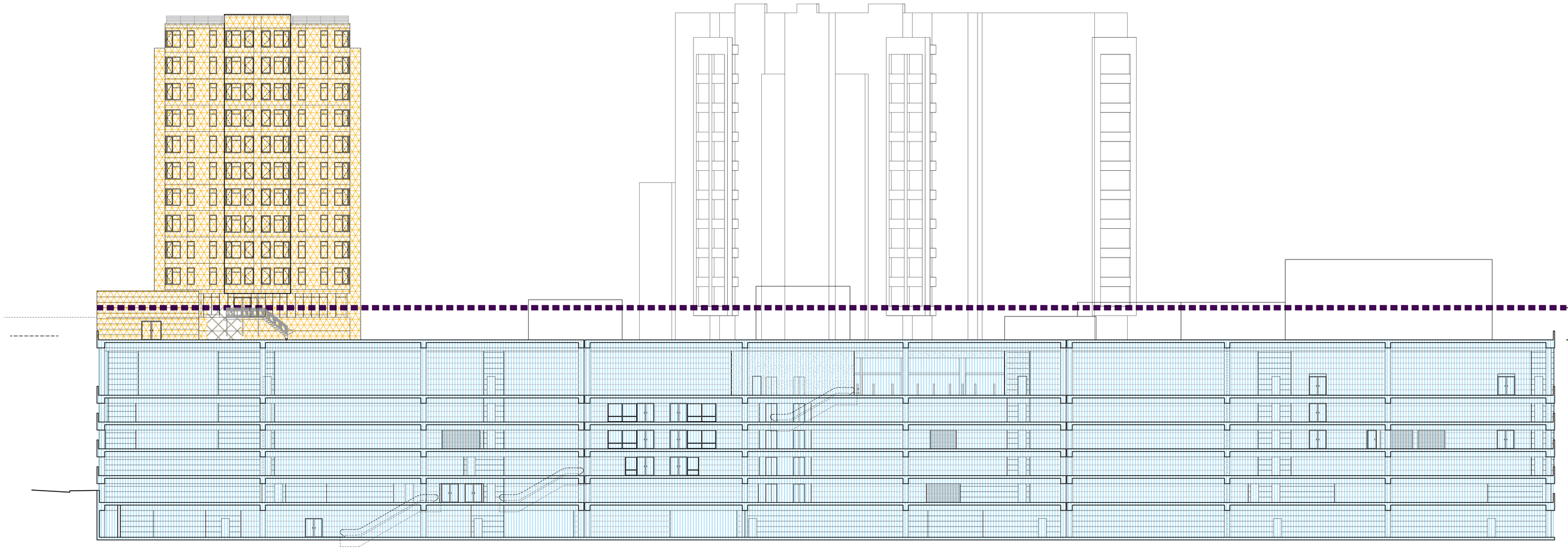
PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development
40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

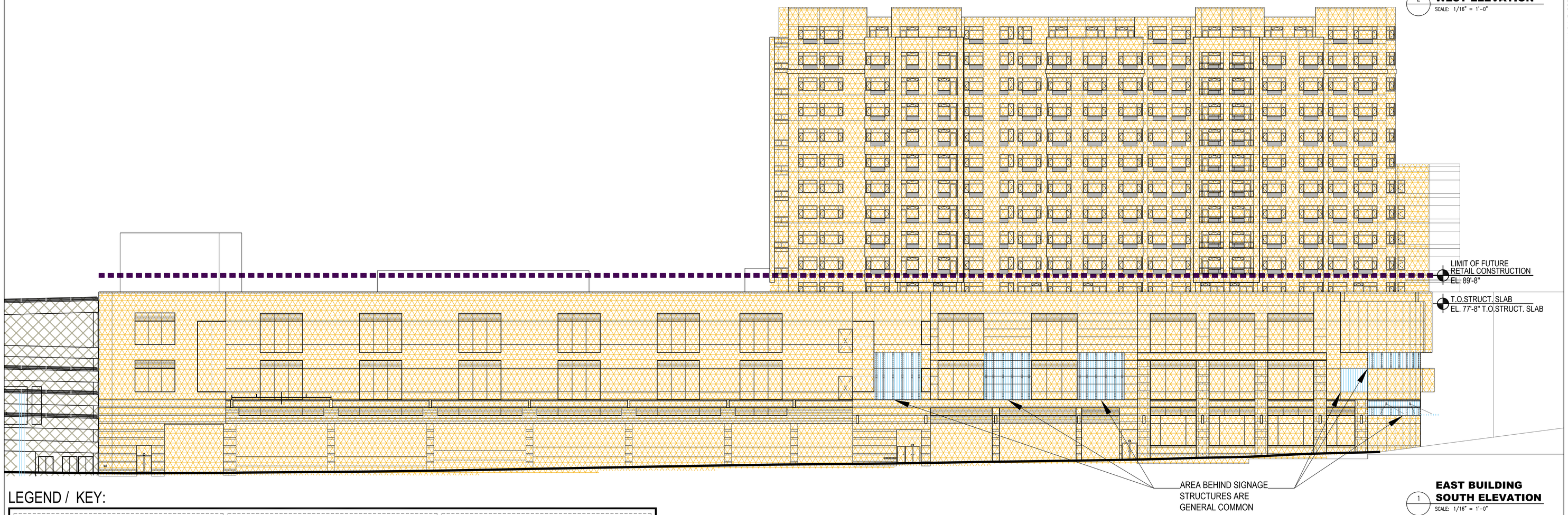
DRAWING TITLE:
EAST BUILDING NORTH/EAST - ELEVATIONS
SCALE: **1/16"=1'-0"**

CCD1-E-202

UNITS & COMMON ELEMENTS SET



2 **EAST BUILDING**
WEST ELEVATION
SCALE: 1/16" = 1'-0"



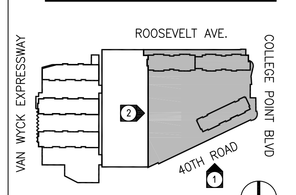
1 **EAST BUILDING**
SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO.	DATE	REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
18-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW
CENTER
Mixed-Use
Development

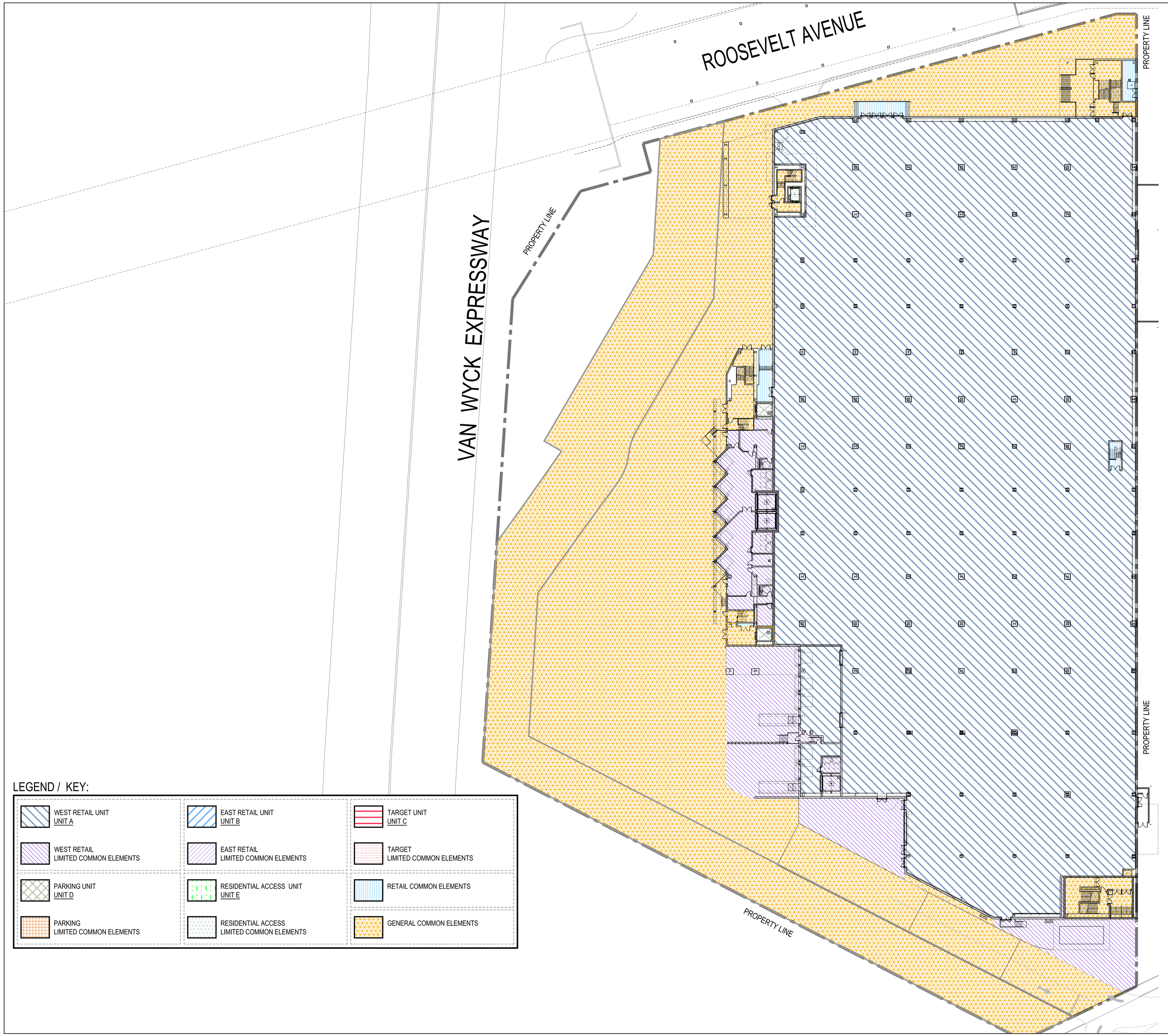
40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

DRAWING TITLE:
EAST BUILDING SOUTH - ELEVATION
SCALE: **1/16"=1'-0"**

CCD1-E-203

UNITS & COMMON ELEMENTS SET

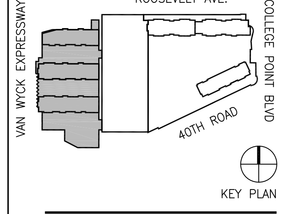


LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO. DATE REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

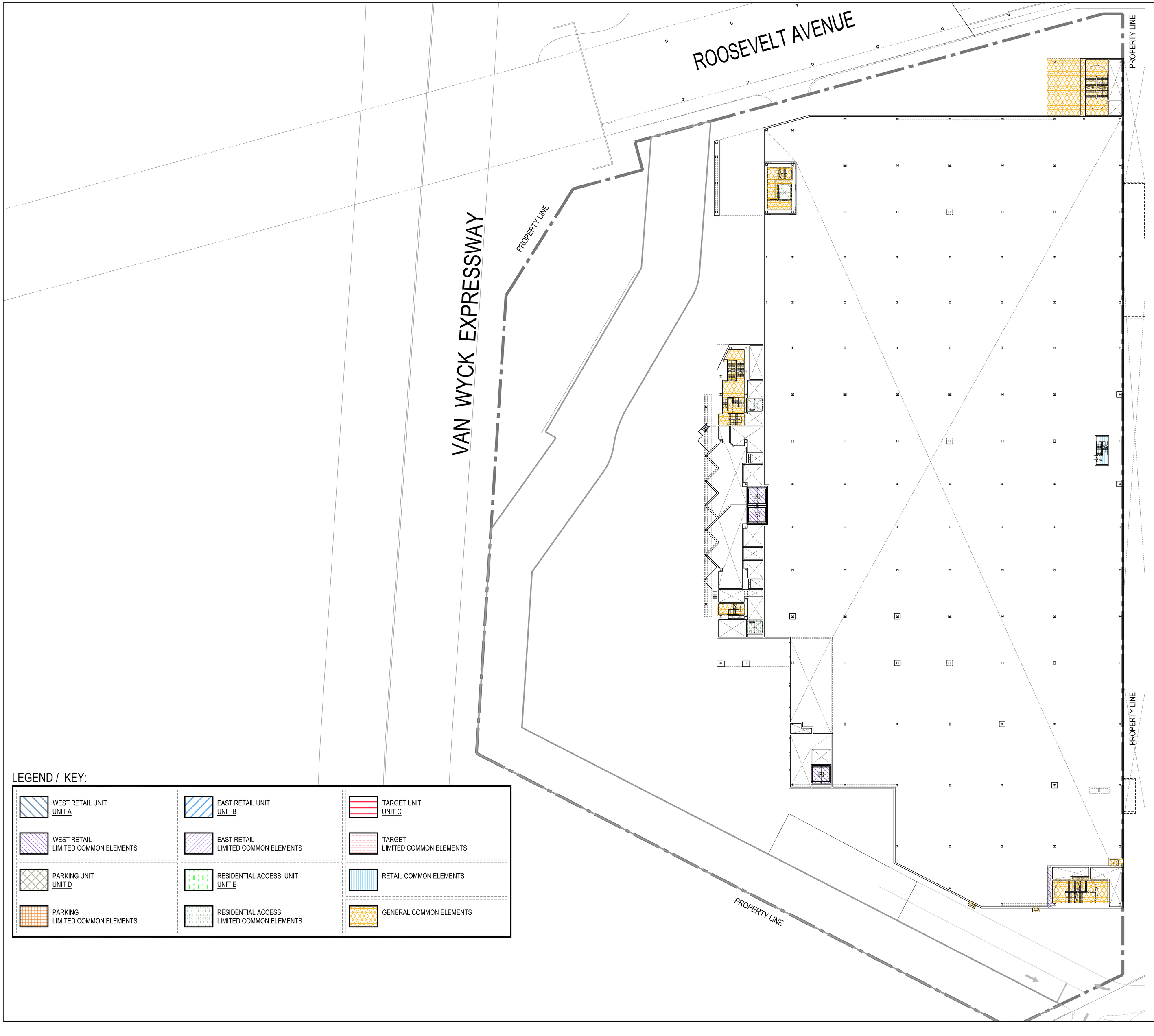
PROJECT No: 19712.00

DRAWING TITLE:
CELLAR LEVEL WEST

PLAN
SCALE: **1/20"=1'-0"**

CCD1-W-100

UNITS & COMMON ELEMENTS SET

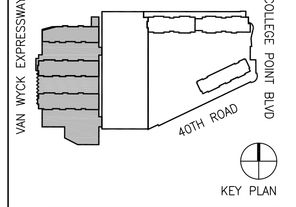


LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO.	DATE	REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

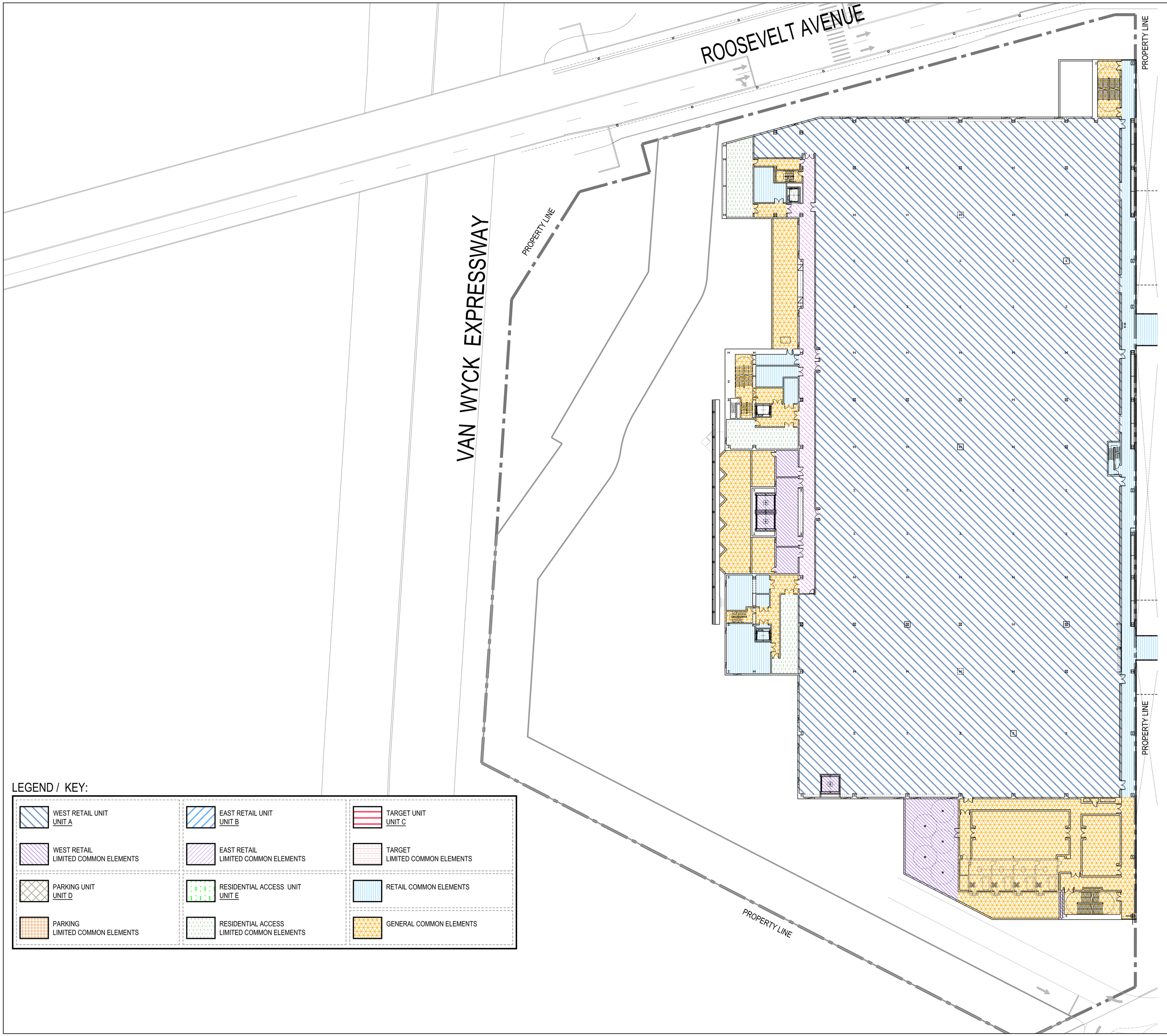
PROJECT No: 19712.00

DRAWING TITLE:
1ST LEVEL WEST

PLAN
SCALE: **1/20"=1'-0"**

CCD1-W-101

UNITS & COMMON ELEMENTS SET

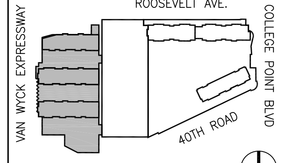


LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO.	DATE	REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

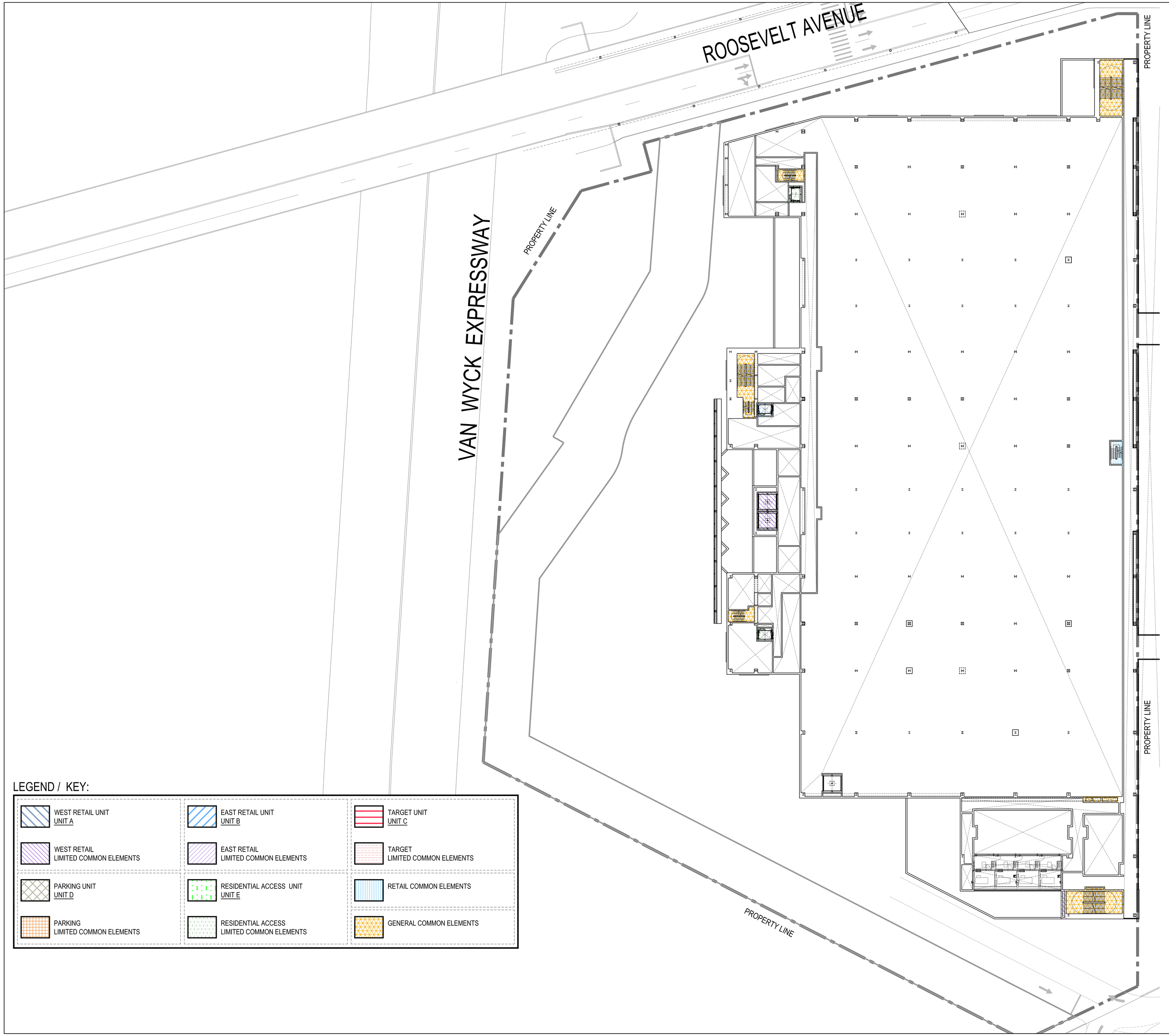
PROJECT No: 19712.00

DRAWING TITLE:
2ND LEVEL WEST

PLAN
SCALE: **1/20"=1'-0"**

CCD1-W-102

UNITS & COMMON ELEMENTS SET

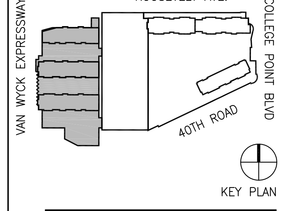


LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO.	DATE	REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

DRAWING TITLE:
3RD LEVEL WEST

PLAN
SCALE: **1/20"=1'-0"**

CCD1-W-103

UNITS & COMMON ELEMENTS SET

ROOSEVELT AVENUE

PROPERTY LINE

VAN WYCK EXPRESSWAY

PROPERTY LINE

PROPERTY LINE

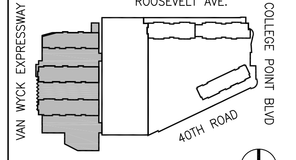
PROPERTY LINE

LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO.	DATE	REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:

SKY VIEW CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

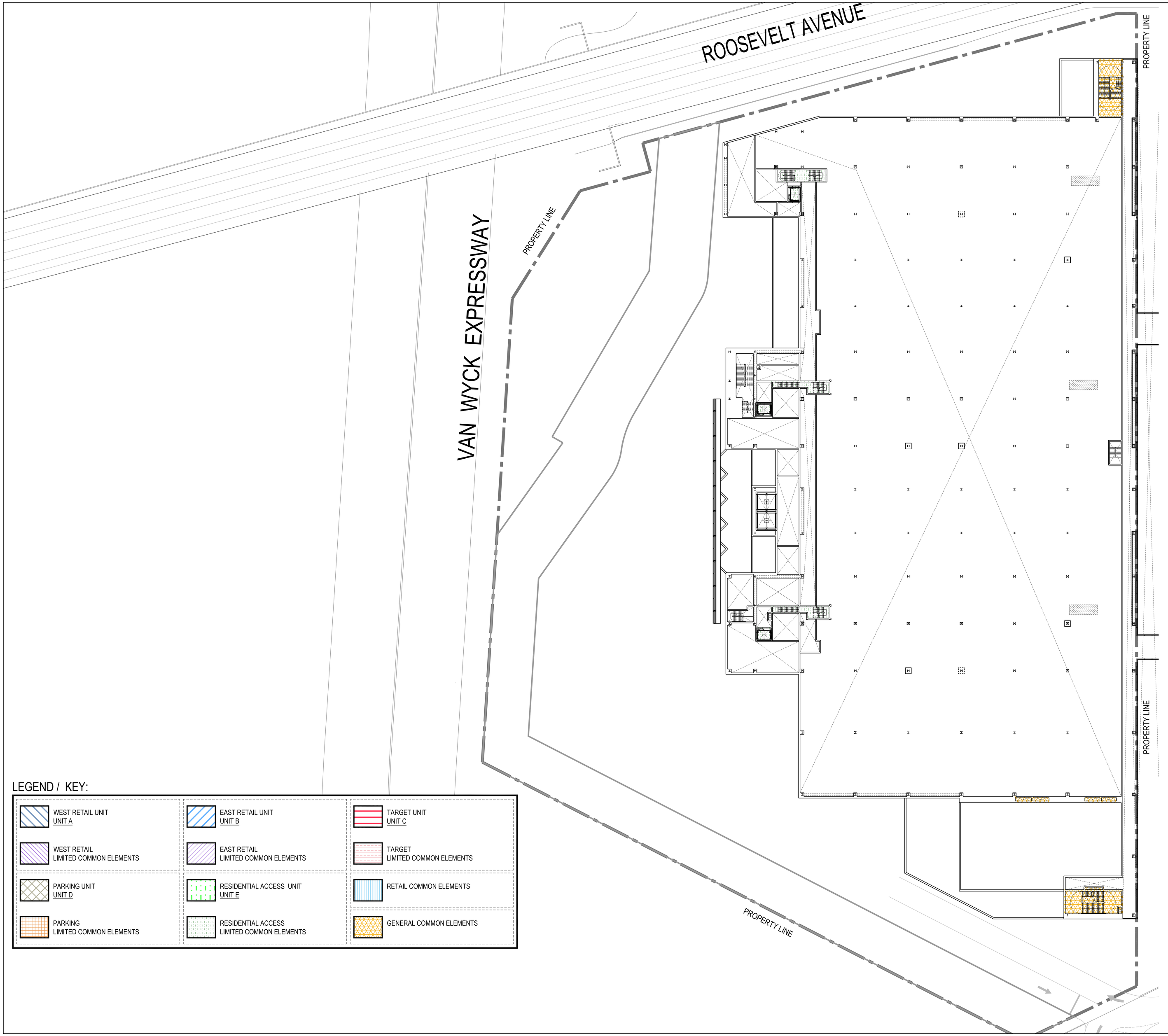
DRAWING TITLE:

4TH LEVEL WEST

PLAN
SCALE: **1/20"=1'-0"**

CCD1-W-104

UNITS & COMMON ELEMENTS SET

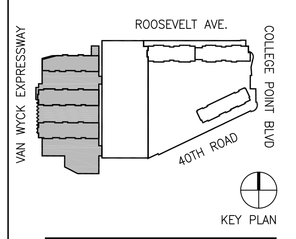


LEGEND / KEY:

WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS

NO. DATE REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

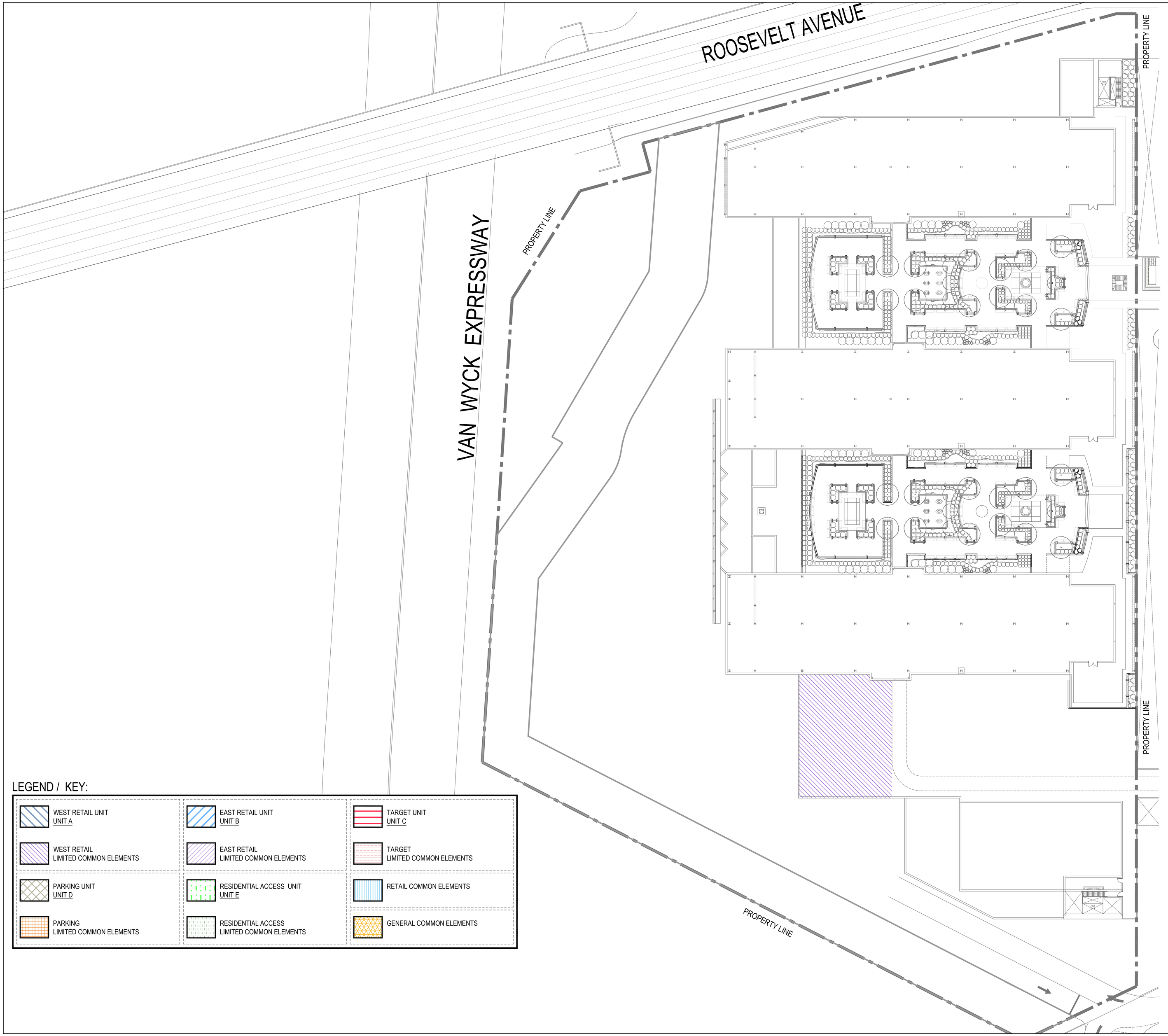
PROJECT No: 19712.00

DRAWING TITLE:
5TH LEVEL WEST

PLAN
SCALE: **1/20"=1'-0"**

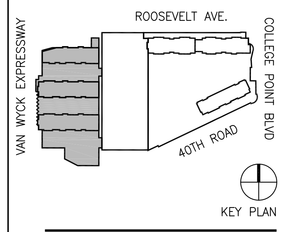
CCD1-W-105

UNITS & COMMON ELEMENTS SET



NO. DATE REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development
40-28 College Point Blvd./
131-07 40th Road
New York, NY

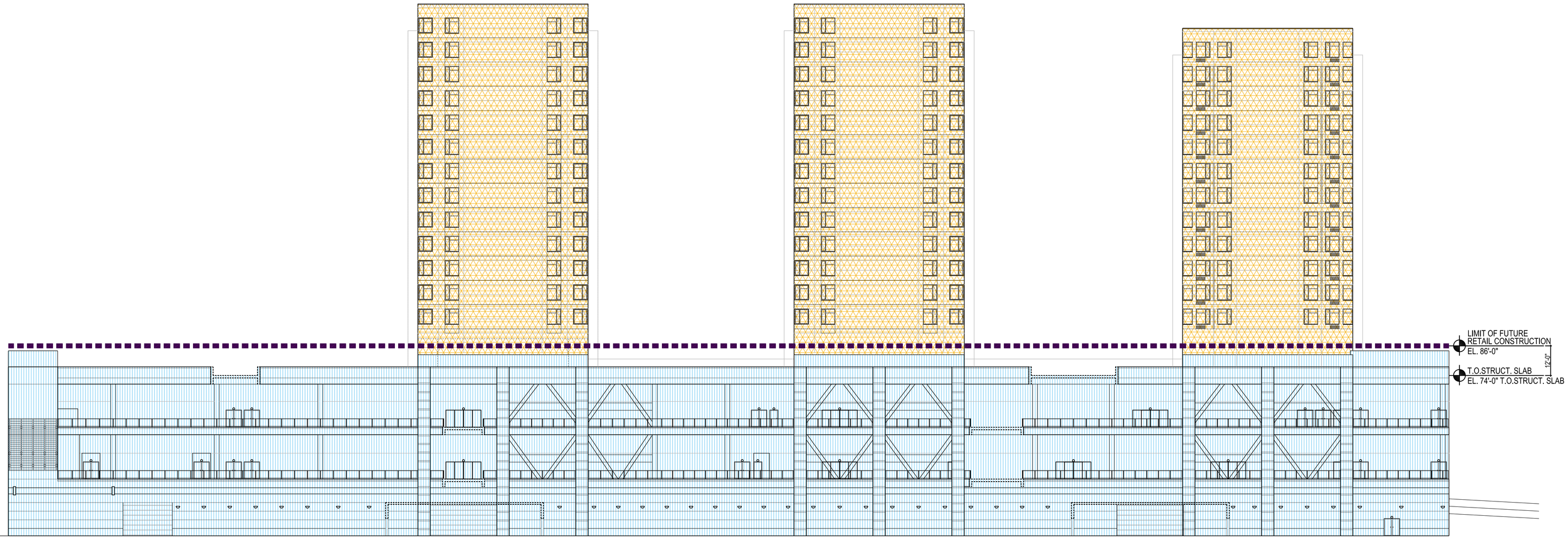
PROJECT No: 19712.00

DRAWING TITLE:
6TH LEVEL WEST

PLAN
SCALE: **1/20"=1'-0"**

CCD2-W-106

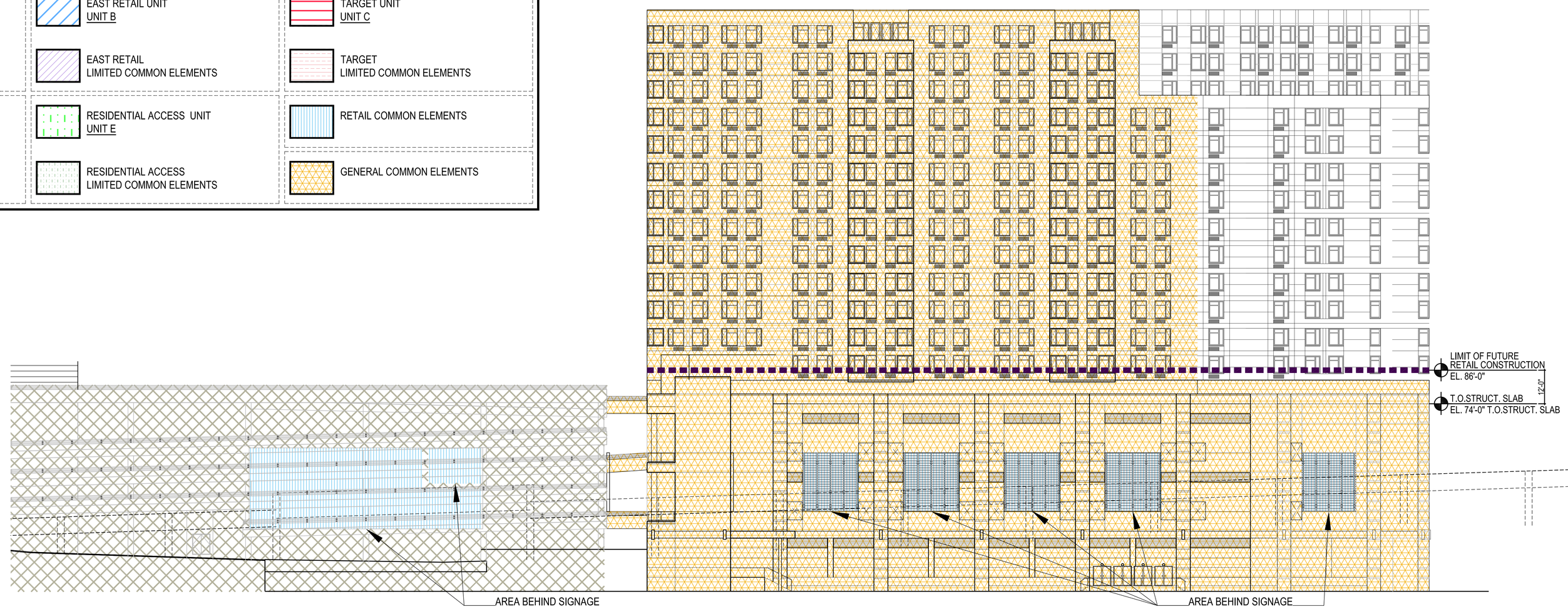
UNITS & COMMON ELEMENTS SET



2 **WEST BUILDING EAST ELEVATION**
SCALE: 1/16" = 1'-0"

LEGEND / KEY:

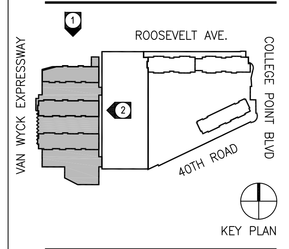
WEST RETAIL UNIT UNIT A	EAST RETAIL UNIT UNIT B	TARGET UNIT UNIT C
WEST RETAIL LIMITED COMMON ELEMENTS	EAST RETAIL LIMITED COMMON ELEMENTS	TARGET LIMITED COMMON ELEMENTS
PARKING UNIT UNIT D	RESIDENTIAL ACCESS UNIT UNIT E	RETAIL COMMON ELEMENTS
PARKING LIMITED COMMON ELEMENTS	RESIDENTIAL ACCESS LIMITED COMMON ELEMENTS	GENERAL COMMON ELEMENTS



1 **WEST BUILDING NORTH ELEVATION**
SCALE: 1/16" = 1'-0"

NO. DATE REVISION

SEAL



KEY PLAN

Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7171

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC.
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

Vertical Transportation:
VAN DEUSEN & ASSOCIATES
5 REGAN ST. STE 527
LIVINGSTON, NJ 07039-1617

Acoustic:
SHEN MILSOM & WILKE, INC
417 5TH AVENUE
NEW YORK, NY 10016

May 18, 2009

PROJECT TITLE:
SKY VIEW CENTER
Mixed-Use Development

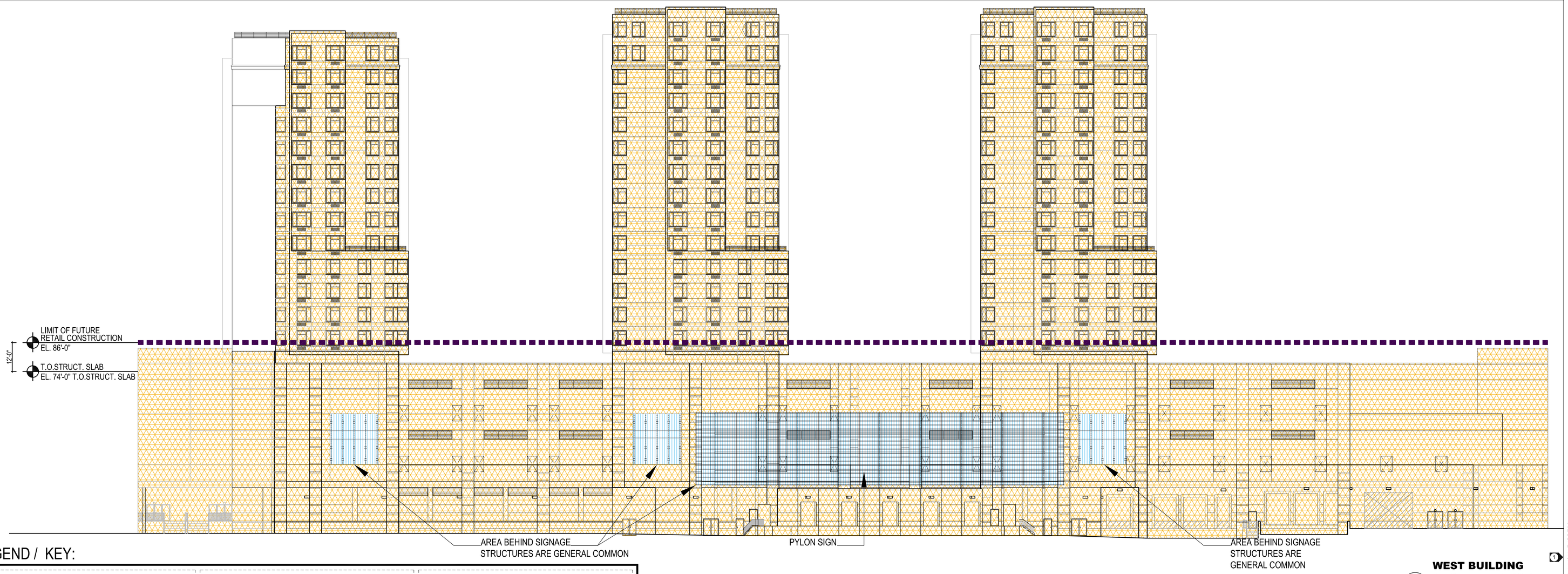
40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

DRAWING TITLE:
WEST BUILDING NORTH - ELEVATIONS
SCALE: **1/16"=1'-0"**

CCD1-W-212

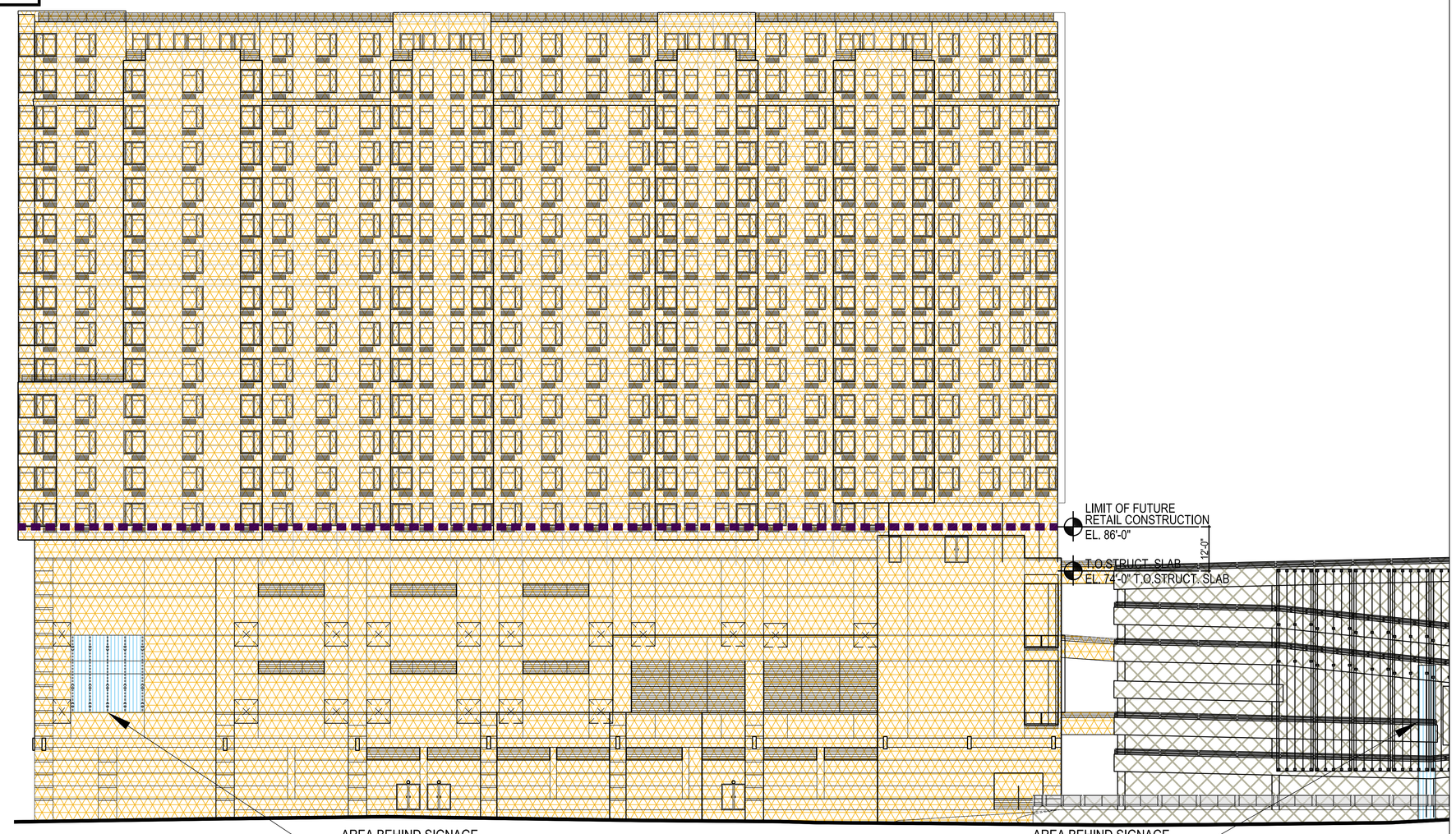
UNITS & COMMON ELEMENTS SET



WEST BUILDING
WEST ELEVATION
2 SCALE: 1/16" = 1'-0"

LEGEND / KEY:

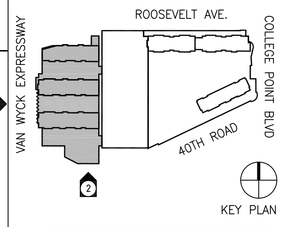
- WEST RETAIL UNIT — UNIT A
- EAST RETAIL UNIT — UNIT B
- TARGET UNIT — UNIT C
- WEST RETAIL — LIMITED COMMON ELEMENTS
- EAST RETAIL — LIMITED COMMON ELEMENTS
- TARGET — LIMITED COMMON ELEMENTS
- PARKING UNIT — UNIT D
- RESIDENTIAL ACCESS UNIT — UNIT E
- RETAIL COMMON ELEMENTS
- PARKING — LIMITED COMMON ELEMENTS
- RESIDENTIAL ACCESS — LIMITED COMMON ELEMENTS
- GENERAL COMMON ELEMENTS



WEST BUILDING
SOUTH ELEVATION
1 SCALE: 1/16" = 1'-0"

NO. DATE REVISION

SEAL



Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7570

Owner:
FTC RESIDENTIAL COMPANY III, L.P.
118-35 QUEENS BOULEVARD
FOREST HILLS, NY 11375

Retail/Parking/Traffic:
URBITRAN/ROSENBLOOM ARCHITECTS
71 WEST 23RD STREET
NEW YORK, NY 10010

Landscape Architect:
MOSS GILDAY GROUP
64 GRANT PLACE
LITTLE SILVER, NJ 07739

MEP/Architectural Lighting Design:
JB & B CONSULTING ENGINEERS
80 PINE STREET
NEW YORK, NY 10005

Structural:
DESIMONE CONSULTING ENGINEERS
18 WEST 18TH STREET
NEW YORK, NY 10011

Civil:
LANGAN ENGINEERING
619 RIVER DRIVE
ELMWOOD PARK, NJ 07407

GeoTech:
SESI CONSULTING ENGINEERS
12 MAPLE AVENUE
PINE BROOK, NJ 07058

Environmental Consultant:
AKRF, INC
440 PARK AVENUE SOUTH, 7TH FL
NEW YORK, NY 10016

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May 18, 2009

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SKY VIEW CENTER
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131-07 40th Road
New York, NY

PROJECT No: 19712.00

DRAWING TITLE:
WEST BUILDING SOUTH/WEST - ELEVATIONS
SCALE: **1/16"=1'-0"**

CCD1-W-213

UNITS & COMMON ELEMENTS SET

FINANCE
NEW • YORK
THE CITY OF NEW YORK
DEPARTMENT OF FINANCE

October 20, 2009

MICHAEL PAUL KOROTKIN, ESQ
KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NY 10026

RE: Submitted Transaction Successfully Recorded

Dear MICHAEL PAUL KOROTKIN, ESQ:

Document Identification Numbers 2009101500681001 through 2009101500681002 which were submitted for Recording on 10/16/2009, were successfully recorded on 10/19/2009 at 5:26 PM.

Below summarizes the status of these documents.

Documents and Recording & Endorsement Cover Pages Enclosed Herewith

2009101500681001
2009101500681002

If you have any questions or require further information, please email me at acrishelp@finance.nyc.gov and a member of my staff will get back to you, or contact one of the offices below.

Thank you very much.

Sincerely,

Annette Hill
City Register

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2009101500681001001E361B

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 290**

Document ID: 2009101500681001 Document Date: 09-09-2009 Preparation Date: 10-15-2009
Document Type: CONDO DECLARATION
Document Page Count: 288

PRESENTER:
TEAM EXAMINERS- PICK UP TITLEASOCIATES
193 JORALEMON STREET TA#09(06) 329
AS AGENT FOR STEWART TITLE
BROOKLYN, NY 11201
718-596-4844
team.examiners@verizon.net

RETURN TO:
MICHAEL PAUL KOROTKIN, ESQ
KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NY 10026
212-715-9100

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	100	Entire Lot		135-14 ROOSEVELT AVENUE
Property Type:	OTHER				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1201	Entire Lot	B	40-22 COLLEGE POINT BLVD
Property Type:	COMMERCIAL CONDO UNIT(S)				

x Additional Properties on Continuation Page

CROSS REFERENCE DATA
CRFN_____ *or* Document ID_____ *or* _____ Year____ Reel ___ Page ____ *or* File Number_____

PARTIES

PARTY 1:
SKY VIEW CENTER COMMERCIAL CONDOMINIUM
40-22 COLLEGE POINT BOULEVARD/ 131-07 40TH ROAD
FLUSHING, NY 11375

FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	$	0.00	$	0.00
Taxable Mortgage Amount:	$	0.00	NYC Real Property Transfer Tax:	
Exemption:			$	0.00
TAXES: County (Basic):	$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	$	0.00	$	0.00
Spec (Additional):	$	0.00		
TASF:	$	0.00		
MTA:	$	0.00		
NYCTA:	$	0.00		
Additional MRT:	$	0.00		
TOTAL:	$	0.00		
Recording Fee:	$	1,492.00		
Affidavit Fee:	$	0.00		

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 10-19-2009 17:26
City Register File No.(CRFN):
2009000340347

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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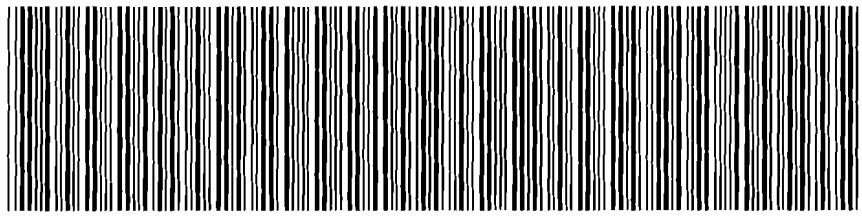

2009101500681001001E361B

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 290**

Document ID: 2009101500681001 Document Date: 09-09-2009 Preparation Date: 10-15-2009
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PRESENTER:
TEAM EXAMINERS- PICK UP TITLEASOCIATES
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team.examiners@verizon.net

RETURN TO:
MICHAEL PAUL KOROTKIN, ESQ
KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NY 10026
212-715-9100

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	100	Entire Lot		135-14 ROOSEVELT AVENUE

Property Type: OTHER

Borough	Block	Lot		Unit	Address
QUEENS	5066	1201	Entire Lot	B	40-22 COLLEGE POINT BLVD

Property Type: COMMERCIAL CONDO UNIT(S)

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* Document ID_____ *or* _____ Year____ Reel ___ Page____ *or* File Number_____

PARTIES

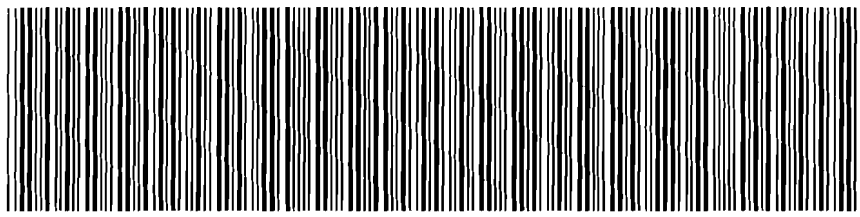
PARTY 1:
SKY VIEW CENTER COMMERCIAL CONDOMINIUM
40-22 COLLEGE POINT BOULEVARD/ 131-07 40TH ROAD
FLUSHING, NY 11375

FEES AND TAXES

Mortgage		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	1,492.00
Affidavit Fee:	$	0.00

Filing Fee:		
	$	0.00
NYC Real Property Transfer Tax:		
	$	0.00
NYS Real Estate Transfer Tax:		
	$	0.00

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 290

Document ID: 2009101500681001 Document Date: 09-09-2009 Preparation Date: 10-15-2009
Document Type: CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	5066	1202	Entire Lot	C	40-22 COLLEGE POINT BLVD
Property Type:	COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1203	Entire Lot	D	40-22 COLLEGE POINT BLVD
Property Type:	COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1204	Entire Lot	E	40-22 COLLEGE POINT BLVD
Property Type:	COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**		**Unit**	**Address**
QUEENS	5066	1205	Entire Lot	A	40-22 COLLEGE POINT BLVD
Property Type:	COMMERCIAL CONDO UNIT(S)				

ANDREW M. CUOMO
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC CORNGOLD
Executive Deputy Attorney General
Division of Economic Justice

KENNETH E. DEMARIO
Bureau Chief
Real Estate Finance Bureau

April 23, 2009

Russ Rabinovich, Esq.
Kramer Levin Naftalis & Frankel
1177 Avenue of Americas
New York, New York 10036

Re: Flushing Town Center Commercial Condominium
File No: NA09-0105

Dear Mr. Rabinovich:

The Department of Law has reviewed your application for a "no-action letter" submitted on April 6, 2009. The application proposes the creation of a five unit commercial condominium.

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law. We understand that it is your opinion as counsel that the transaction is not subject to those registration and filing requirements.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department's taking a different position. In addition, this letter expresses the Department's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,

Marissa Piesman
Assistant Attorney General

120 Broadway, New York, NY 10271 * Phone (212) 416-8122 * Fax (212) 416-8179

CONDO. 656

ANDREW M. CUOMO
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC CORNGOLD
Executive Deputy Attorney General
Division of Economic Justice

August 10, 2009

Russ Rabinovich, Esq.
Kramer Levin
1177 Avenue of the Americas
New York, New York 10036

Re: Sky View (f/k/a Flushing Town) Center Condominium
Index No. NA00-0105

Dear Mr. Rabinovich:

The Department of Law has reviewed your application dated August 4, 2009 for an amended "no-action letter" concerning a transaction involving the above premises. The substance of the amendment is to change the name of the condominium to Sky View Center Condominium.

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law. We understand that it is your opinion as counsel that the transaction is not subject to those registration and filing requirements.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department's taking a different position. In addition, this letter expresses the Department's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,

Marissa Piesman
Assistant Attorney General

120 Broadway, New York, NY 10271 -0332* Phone (212) 416-8122 * Fax (212) 416-8179
http://www.oag.state.ny.us

CONDO. 656

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as 40-22 College Point Boulevard/131-07 40th Road
Flushing, New York
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name

SKY VIEW CENTER COMMERCIAL CONDOMINIUM
40-22 College Point Boulevard/131-07 40th Road
Flushing, New York

Declarant

Flushing Town Center III, LP
c/o Muss Development LLC
118-35 Queens Boulevard
Forest Hills, New York 11375

Date of Declaration

September 9, 2009

Block 5066

Lots 1201, 1202, 1203, 1204 and 1205
(f/k/a Lot 1 n/k/a 1201, 1202, 1203 and 1204
f/k/a Lot 100 n/k/a 1205)

Borough of Queens

When Recorded, Return to:

Kramer Levin Naftalis & Frankel LLP
Attorneys for Declarant
1177 Avenue of the Americas
New York, New York 10036
212-715-9100
Attention: Michael Paul Korotkin, Esq.

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EXHIBITS

Exhibit A	The Land
Exhibit B	By-Laws (together with Schedule 1 – Expense Allocation Schedule)
Exhibit C	Condominium Plans
Exhibit D	Target Extended Storefront Area
Exhibit E	Parking Unit Operating Standard
Exhibit F	Rules and Regulations
Exhibit G	Unit Information
Exhibit H	Unit Boundaries
Exhibit I-1	Restaurant Kitchen Exhaust Flues Plan
Exhibit I-2	Condenser Water Piping Plan
Exhibit J	Residential Parcel
Exhibit K	Design Standards
Exhibit L	Height Exception Areas
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Exhibit S	West Residential Easement Area
Exhibit T	Phase II Construction Staging Location(s)
Exhibit U	West Retail Building Roof Commercial Area
Exhibit V	BJ's Notice Addresses
Exhibit W	Non-Disturbance Agreement
Exhibit X	Depository Agreement

DECLARATION

OF

SKY VIEW CENTER COMMERCIAL CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

THIS DECLARATION, made as of the 9 day of September, 2009, by FLUSHING TOWN CENTER III, LP, a Delaware limited partnership, having an office c/o Muss Development LLC, 118-35 Queens Boulevard, Forest Hills, New York 11375 ("Declarant").

WITNESSETH

WHEREAS, Declarant, as owner of the fee simple interest in the land described on Exhibit A (the "Land") attached hereto and made a part hereof, desires to submit the Land, together with the structures erected and to be erected thereon and all appurtenances thereto, to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), and thereby establish a condominium to be known as Sky View Center Commercial Condominium (the "Condominium").

WHEREAS, the Residential Parcel, more particularly bounded and described on Exhibit J attached hereto and made a part hereof, is located above a certain plane above the Condominium project and is to be subdivided into separate parcels and improved by the Residential Towers more particularly described in Article XV hereof.

WHEREAS, Declarant, as owner of the fee simple interest in the Residential Parcel, also desires to grant certain easements, more particularly described in Article XV hereof, on, over and through the Property for the benefit of the Residential Parcel and its occupants and on, over and through the Residential Parcel for the benefit of the Condominium and its occupants, in each case in accordance with the terms of Article XV hereof.

WHEREAS, the Residential Parcel is not a unit in the Condominium nor, except as expressly set forth in Article XV and Exhibit M, subject to the terms of this Declaration.

NOW, THEREFORE, Declarant, pursuant to the Condominium Act, on behalf of itself, its successors and assigns, and on behalf of all Persons having or seeking to acquire any interest of any nature whatsoever in the Property, does hereby declare, effective as of the date hereof, as follows:

ARTICLE I

DEFINITIONS

The following terms when used in this Declaration have the following meanings:

"Acceptable Areas" has the meaning specified in Section 9.02.

"Additional Amounts" has the meaning specified in Section 11.07(d).

"Affected Owner" has the meaning specified in Section 9.02.

"Affected Unit" has the meaning specified in Section 9.02.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Allocation Ratio" has the meaning specified in Section 12.01(c).

"Altering Owner" has the meaning specified in Section 9.02.

"Applicable Cure Period" has the meaning specified in Section 16.01.

"Approving Party" shall mean the Person designated from time to time by each Owner of a Unit, by notice to the other Owners given in accordance with Section 19.01, to make certain decisions and/or give certain approvals pursuant to the terms of this Agreement, provided, however, the initial Approving Party for each Unit is designated below. There shall be: (i) one (1) Approving Party for the Residential Access Unit, who shall also act as the Approving Party for the Residential Parcel; (ii) one (1) Approving Party for each Retail Unit; and (iii) one (1) Approving Party for the Parking Unit. Each Approving Party shall have absolute discretion to make the decisions and/or give the approvals expressly designated to be made and/or given on behalf of the Unit represented by such position. The holder of the Approving Party position shall have the right to assign such position to any other Person who is a permitted transferee of such holder's interest in the Unit to whom the Unit has been transferred and immediately and automatically, upon notice from the transferor to the other Owners notifying the other Owners to whom its position has been transferred, the transferee shall have the right to designate a Person as an Approving Party in replacement of the Approving Party of the transferor, and the transferor shall have no further right hereunder to designate an Approving Party. Joshua L. Muss shall be the initial Approving Party for the West Retail Unit, the East Retail Unit, the Parking Unit and the Residential Access Unit. David Marquis shall be the initial Approving Party for the Target Unit. Each Owner shall have the right to designate a lender holding the senior lien position on such Unit as the Person authorized to designate the Approving Party with respect to such Unit in the event of a default by such Owner under such mortgage and/or the acquisition of such Unit by such lender at Foreclosure.

"Arbitrating Parties" has the meaning specified in Section 16.07.

"Arbitration Association" has the meaning specified in Section 16.07.

"Assessment" has the meaning specified in Section 6.01 of the By-Laws.

"Awards" has the meaning specified in Section 13.01(a).

"BJ's" has the meaning specified in the definition of "BJ's Lease".

"BJ's Lease" shall mean that certain lease between Declarant's predecessor-in-interest, C.E. Flushing, LLC, and Home Depot U.S.A., Inc., dated as of February 15, 2005 (the "Original Lease") as amended pursuant to that certain Amendment to Lease dated August 15, 2005, that certain Second Amendment to Lease dated September 29, 2005, that certain Third Amendment to Lease dated October 31, 2005, that certain Fourth Amendment to Lease dated November 30, 2005; that certain Fifth Amendment to Lease dated January 13, 2006, that certain Sixth Amendment to Lease dated February 28, 2006, that certain Seventh Amendment to Lease dated March 30, 2006, that certain Eighth Amendment to Lease dated April 26, 2006, that certain Ninth Amendment to Lease dated May 31, 2006, that certain Tenth Amendment to Lease dated July 26, 2006, that certain Eleventh Amendment to Lease dated September 29, 2006, that certain Twelfth Amendment to Lease dated October 30, 2006, that certain Thirteenth Amendment to Lease dated November 30, 2006, that certain Fourteenth Amendment to Lease dated January 24, 2007, that certain Fifteenth Amendment to Lease dated February 27, 2007, that certain Sixteenth Amendment to Lease dated March 14, 2007 and that certain Seventeenth Amendment to Lease dated April 4, 2007, as assigned to BJ's Wholesale Club, Inc. ("BJ's") by Assignment of Lease and Development Agreement, dated as of March 27, 2009, by and among BJ's, Home Depot U.S.A., Inc. and Declarant, and further amended by that certain Eighteenth Amendment to Lease dated as of March 27, 2009, that certain Nineteenth Amendment to Lease dated as of March 27, 2009 and that certain Twentieth Amendment to Lease dated as of March 27, 2009.

"Board" means the Persons (each of whom shall be a natural person) responsible for the Operation of the Property and elected or appointed in accordance with the By-Laws.

"Buildings" means the West Retail Building and the East Retail Building, as the same may from time to time be altered or reconstructed subject to, and in accordance with the terms of, this Declaration.

"Business Days" shall mean all days, excluding Saturdays, Sundays and all days observed by the State of New York as legal holidays.

"By-Laws" means the By-Laws annexed to this Declaration as Exhibit B, as the same may from time to time be amended, modified, supplemented or restated, which set forth detailed provisions governing the Operation of the Property and its use and occupancy.

"Capital Expenses" has the meaning specified in Section 8.02(b).

"Central Parking Area" has the meaning specified in the definition of Central Parking Structure.

"Central Parking Structure" means the foundations, columns, girders, supports, exterior walls, interior load-bearing walls, structural floor slabs, roofs, including, without limitation, the Garage Roof as and when installed, ceilings, ramps, stairs, stairways, entry doors, and entrances and exits of the structure in which the area designated as the "Central Parking Area" on the Condominium Plans is located. The "Central Parking Area" refers to the part of the Parking Unit which lies within the interior of the Central Parking Structure.

"Central Parking Structure Deferred Work" means the work necessary to complete the portion of the northeast corner of the Central Parking Structure designated as the

"Deferred Construction Area" on the Condominium Plans intended to be completed in connection with the completion of the construction of the improvements on the Residential Parcel constituting Phase I of the residential development shown on the Residential Site Plan ("Phase I").

"Certifying Professional" has the meaning specified in Section 12.01(c).

"Change" means any alteration, change, addition, improvement, repair or replacement.

"Commercial Parcel Easement Areas" has the meaning specified in Paragraph 2(a) of Exhibit M.

"Commercial Parcel Easements" has the meaning specified in Section 15.03(b).

"Commercial Parcel Owner" has the meaning specified in Paragraph 1(a) of the Residential Easement Provisions set forth in Exhibit M.

"Commercial Roof" means (i) the roof slabs of the Buildings and (ii) the liquid applied water-proofing membrane and all other improvements up to the visible surface of the roof place to place, including, but not limited to, the built-up insulation, ballast, landscaping, pavers and drains (the "Overburden") installed on the roof slabs, other than the liquid applied water-proofing membrane and the Overburden installed on the Residential Easement Area Roof.

"Completion Work" has the meaning specified in Section 9.04(b).

"Common Charges" means each Unit's share of the General Common Expenses and the Retail Common Expenses determined in accordance with Section 6.01 of the By-Laws.

"Common Elements" means General Common Elements and Retail Common Elements, collectively.

"Communication Equipment" has the meaning specified in Section 14.06.

"Community Facility Permitted Areas" means the areas designated as "Community Facility Permitted Areas" on the Condominium Plans.

"Condemnation Depository" means any entity selected by the Board, and not an Affiliate of any Owner, that agrees to perform the obligations of the "Condemnation Depository" hereunder which (i)(a) is an Institutional Mortgagee (but is other than a savings bank or savings and loan association), or (b) if not an Institutional Mortgagee, is a commercial bank or trust company reasonably acceptable to the Institutional Mortgagees and (ii) has assets in an amount equal to at least $1,000,000,000 and a Net Worth or combined capital and surplus of not less than $250,000,000, in each case multiplied by the Consumer Price Index Fraction, but not less than $1,000,000,000 or $250,000,000, as applicable.

"Condenser/Heating Water Systems" has the meaning specified in Section 5.02(h).

"Condenser/Heating Water Systems Expenses" has the meaning specified in Section 5.02(h).

"Condominium" has the meaning specified in the recitals to this Declaration.

"Condominium Act" has the meaning specified in the recitals to this Declaration.

"Condominium Plans" means the plans prepared by Perkins Eastman and filed in the Office of the Register of the City of New York, Queens County pursuant to Section 339-p of the Condominium Act on September __, 2009 as Condominium Map No. _____. The Condominium Plans are listed on Exhibit C hereto.

"Conduits" has the meaning specified in Section 9.02.

"Consumer Price Index Fraction" means, on any date for the determination thereof, a fraction whose numerator is the "Consumer Price Index for All Urban Consumers, New York, N.Y. — Northeastern, N.J., 1982-84=100" for the calendar month ending immediately preceding such date, as published by the Bureau of Labor Statistics of the Department of Labor of the United States Government, and whose denominator is such Consumer Price Index for the month of January, 2007; provided, however, that if such Consumer Price Index or any index substituted therefor shall cease to be published, there shall be substituted therefor such other index as the Board shall reasonably determine.

"Control" means (a) the ownership, directly or indirectly, of more than 50% of the ownership interests of a Person which is not a natural person, or (b) in the case of any Person which is not a natural person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person.

"Declarant" has the meaning specified in the recitals hereto.

"Declaration" means this Declaration, the By-Laws, the Rules and Regulations and all other documents attached or annexed hereto as schedules, exhibits or attachments, as such documents may from time to time be amended, modified, supplemented or restated.

"Deferred Construction Area" has the meaning specified in the definition of Central Parking Structure Deferred Work.

"Demolition Work" has the meaning specified in Section 12.01(e).

"Design Standards" means the design standards for the exterior of the Residential Towers set forth in Exhibit K, as same may be amended in accordance with the terms and conditions of Exhibit M.

"Designated Rooftop Communication Area" means the areas on the roof of the Buildings designated as "Designated Rooftop Communication Area" on the Condominium Plans as the location of such areas may be changed from time to time by the Board subject to, and in accordance with the terms of, this Declaration.

"Development" shall mean the Project and the Residential Parcel, collectively.

"Dispute Notice" has the meaning specified in Section 16.07.

"East Retail Building" has the meaning specified in Article III.

"East Retail Swing Parking Area" means the area in the Parking Unit designated as the "East Retail Swing Parking Area" on the Condominium Plans.

"East Retail Unit" means Unit B.

"East Retail Unit Limited Common Elements" means the areas designated as the "East Retail Unit Limited Common Elements" on the Condominium Plans.

"Egress Corridor" has the meaning specified in Section 14.10.

"Emergency Situation" means a situation (a) impairing or imminently likely to impair structural support of any portion of a Building, the Central Parking Structure or a Residential Tower or causing or imminently likely to cause bodily injury to persons or material physical damage to a Building, the Central Parking Structure or a Residential Tower or any property in, on, under, within, upon or about a Building, the Central Parking Structure or a Residential Tower, (b) causing or imminently likely to cause substantial economic loss to a Unit Owner or an owner of the Residential Parcel, (c) causing or imminently likely to cause material loss or disruption of any utility, elevator service or other essential services to a Building, the Central Parking Structure or a Residential Tower or (d) causing or imminently likely to cause interference (other than to a *de minimis* extent) with ingress to and egress from a Building, the Central Parking Structure or from a Residential Tower to the street.

"Entitled Recipient" has the meaning specified in Section 11.04(c).

"Esplanade" means the area designated as the "Esplanade" on the Condominium Plans.

"Esplanade Installation Work" has the meaning specified in Section 9.04(b).

"Exclusive Easement Area" has the meaning specified in Paragraph 2(c) of Exhibit M.

"Expedited Arbitration" has the meaning specified in Section 16.07.

"Expense Allocation Schedule" has the meaning specified in Section 6.01 of the By-Laws.

"Extended Operating Hours" has the meaning specified in the definition of "Operating Hours".

"Exterior Façade Treatment" has the meaning specified in Section 3.01(b).

"Exterior Sign Areas" has the meaning specified in clause (g) of the definition of Retail Common Elements.

"Exterior Signage" has the meaning specified in Section 5.02(k).

"Force Majeure" means any fire, flood or other casualty, act of God, war, riot or other civil commotion or terrorism, strike, lock-out or other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor resulting therefrom, weather beyond climatic norms or any other cause, whether similar or dissimilar, which is beyond the reasonable control of the Board.

"Foreclosure" means any foreclosure of an Institutional Mortgage, the acquisition of the encumbered Unit or Units pursuant to a deed in lieu of foreclosure or other acquisition of such Unit or Units by exercise or enforcement of any of the Institutional Mortgagee's rights or remedies under such Institutional Mortgage or at law.

"GAAP" means generally accepted accounting principles set forth in pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, or in such other statements and pronouncements by such other entity as may be approved by a significant segment of the accounting profession, as applicable on the date of determination.

"Garage Roof" means the roof to be built over the top deck of the Central Parking Structure adjacent to the Residential Recreational Area at a finished roof elevation not to exceed eleven (11) feet above the surface of the top deck of the Central Parking Structure.

"General Common Elements" means the following:

(a) (i) the Real Property, including without limitation, the Esplanade, the ground level exterior walkways and all landscape plantings, trees and shrubs appurtenant thereto, and (ii) all areas adjacent to the Land that, pursuant to Legal Requirements, the owner of the Land is required to maintain, repair and/or replace (excluding, however, any Real Property that constitutes Limited Common Elements and all landscaping which constitutes part of an Owner's Installation);

(b) the foundations, columns, girders supports, exterior walls (exclusive of the garage facing walls of the East Retail Building and the West Retail Building which are Retail Common Elements), interior load-bearing walls, structural floor slabs, roof slabs and the Overburden of the roofs of the Buildings, except the Residential Easement Area Roof and except to the extent constituting any part of the Central Parking Structure;

(c) central and appurtenant installations and facilities, serving any or all of the Buildings, for power, gas, water, telephone, cable television and other utilities, but only from the point of entry into the Real Property to the point of distribution in the Buildings, and all pipes, wires, conduits, ducts, risers, feeders, vents and other equipment and service and utility lines which are used in connection therewith located between the point of entry into the Real Property and the point of distribution in the Buildings;

(d) all apparatus and installations for fire-safety and other emergency systems serving any or all of the Buildings (excluding, however, all apparatus and installations which constitute part of Owner's Installations or Limited Common Elements);

(e) all halls, stairs, stairways, corridors, elevators and lobbies, but only to the extent shown as General Common Elements on the Condominium Plans, and all doors to and from such halls, stairs, stairways, corridors, elevator and lobbies and any other General Common Elements;

(f) all utility, electrical and telephone equipment rooms, but only to the extent shown as General Common Elements on the Condominium Plans;

(g) all storage spaces in the Buildings for the use of cleaning and security personnel and other Persons for the Operation of the Property (excluding, however, Retail Common Elements or spaces which constitute part of Owner's Installations or Limited Common Elements); and

(h) the Project identification sign to be located at the corner of College Point Boulevard and Roosevelt Avenue as shown as a General Common Element on the Condominium Plans.

"General Common Expenses" means (without duplication), but subject to Section 2.10 of the By-Laws, all expenses (ordinary or extraordinary, foreseen or unforeseen, of every kind and nature) incurred in connection with the Operation of the General Common Elements, including all charges for taxes and other governmental impositions (except real property taxes, business improvement district assessments and other taxes and assessments levied separately on any Unit or the General Common Interests appurtenant thereto, or on the personal property or any other interests of the Owner thereof which shall be payable by such Owner, in accordance with the By-Laws); insurance, including liability insurance and insurance of the type described in Section 7.02 of the By-Laws but excluding property insurance (the expense of which shall be allocated in accordance with Schedule 1 of the By-Laws); an administration fee of 8% of the General Common Expenses (exclusive of insurance expenses) for each calendar year pro rated for any period less than one year; accounting, legal and consulting fees; reasonable reserves for working capital purposes; reasonable reserves for maintenance, repair, rebuilding and replacement of the General Common Elements; reasonable reserves for such other purposes as shall be reasonably determined by the Board and all other expenses incurred in connection with the Operation of the Property which are consistent with securing, administering, maintaining, operating and repairing the General Common Elements in accordance with the Standard. General Common Expenses shall not include any Retail Common Expenses or any costs of services or capital items provided by any Affiliate of any Owner unless such services or capital items are provided on market terms and rates and on an arms' length basis for comparable quality items or services (provided the foregoing shall not limit the discretion of the Board as to the level of services or capital expenditures to be provided). Furthermore, the General Common Expenses shall not include any costs incurred in connection with marketing of the rental of or preparation or enforcement of leases relating to space in the Buildings.

"General Common Interests" has the meaning specified in Section 6.01.

"Governmental Authorities" means any of the United States of America, the State of New York, the City of New York, the County of Queens, the Town of Flushing, any political subdivision of any of the foregoing and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, whether now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

"Hazardous Materials" shall mean all petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive materials in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise, including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "hazardous chemicals," "hazardous materials," "toxic substances," "solid waste," "toxic chemicals," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever from time to time.

"Hazardous Materials Law(s)" shall mean federal, state, and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Owners or to the Project relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Project and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Project as same may be in effect from time to time.

"Homeowners Association" means an association to be formed by the Residential Parcel Owners (or the respective condominium associations representing the Residential Parcel Owners) to own the Residential Access Unit and to coordinate governance by the residential condominium associations.

"Included Mezzanine Square Footage" means, with respect to any given Unit or other area, (x) any mezzanine space constructed or located in such Unit or other area which constitutes "Floor Area" (as defined in the Zoning Resolution) and (y) without duplication of "(x)", any mezzanine space constructed or located in such Unit or other area to the extent the square footage of such mezzanine space exceeds eight percent (8%) of the aggregate Unit or area square footage of such Unit or area (exclusive of any mezzanine space).

"Indemnifying Owner" has the meaning specified in Section 9.02.

"Initial Construction Loan" means collectively the loans made by Eurohypo AG, New York Branch and Wachovia Bank, N.A., or their assignees to construct the Project and Phase I.

"Institutional Mortgage" means: (i) any mortgage in an initial amount of at least $5,000,000 covering a Unit or the Residential Parcel (including the Unsold Residential Units, but excluding individual condominium units within the Residential Parcel that do not constitute Unsold Residential Units) the holder of which is not an Affiliate of any Owner and is a savings and loan association, a savings bank, an investment bank, a commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, an educational institution, a publicly-traded real estate investment trust or master limited partnership, a state, municipal or similar public employees' welfare pension or retirement fund or system, or any corporation or organization which is regularly engaged in the business of making commercial mortgage loans in the State of New York, or any other corporation or organization subject to supervision or regulation by the insurance or banking departments of the State of New York or the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, acting on its own behalf or on behalf of third parties as trustee under a trust agreement, bond indenture or similar instrument, or any lessor, purchaser of certificates of beneficial interest, or liquidity provider in connection with a sale - leaseback transaction, which (or in combination with any of the foregoing entities of which it is a wholly owned subsidiary) has as of the date on which the loan in question is made or acquired by such holder and at any time it is acting as Depository, assets in an amount equal to at least $1,000,000,000 and a Net Worth or combined capital and surplus of not less than $250,000,000, in each case multiplied by the Consumer Price Index Fraction, but not less than $1,000,000,000 or $250,000,000, as applicable; and (ii) any mortgage securing the Initial Construction Loan.

"Institutional Mortgagee" means the holder of an Institutional Mortgage on any Unit and the holder of an Institutional Mortgage on the Residential Parcel (including the Unsold Residential Units, but excluding individual condominium units within the Residential Parcel that do not constitute Unsold Residential Units).

"Insurance Depository" means any entity selected by the Board and the Homeowners Association acting on behalf of the Residential Parcel Owners, and not an Affiliate of any Owner or of the owner of the Unsold Residential Units, that agrees to perform the obligations of the "Insurance Depository" hereunder which (i)(a) is an Institutional Mortgagee (but is other than a savings bank or savings and loan association), or (b) if not an Institutional Mortgagee, is a commercial bank or trust company reasonably acceptable to the Institutional Mortgagees and (ii) has assets in an amount equal to at least $1,000,000,000 and a Net Worth or combined capital and surplus of not less than $250,000,000, in each case multiplied by the Consumer Price Index Fraction, but not less than $1,000,000,000 or $250,000,000, as applicable.

"Insurance Proceeds" has the meaning specified in Section 11.07.

"Insurance Requirements" means the rules, regulations, orders and other requirements of the New York Board of Fire Underwriters or the New York Fire Insurance Rating Organization or any other similar body performing the same or similar functions, from time to time, and having jurisdiction over the Development or any portion thereof or the curbs, sidewalks, streets and areas adjacent thereto.

"Insurance Standard" has the meaning specified in Section 11.05(a).

"Insurance Threshold" has the meaning specified in Section 11.04(c).

"Insured Residential Tower Property" shall mean (i) with respect to any Residential Tower that is a condominium, all components of the Residential Tower that comprise common elements or limited common elements of a condominium unit and such other property that such Residential Board is required to insure under the declaration and by-laws of such condominium, (ii) with respect to any Residential Tower that is not a condominium, the building, including, without limitation, all structural components thereof, and building systems of such Residential Tower, but not the furniture, fixtures and personal property of the occupants of the building, (iii) the Residential Easement Area Roof and the Overburden in the Residential Recreational Area and (iv) any real property or real property improvement in the Residential Parcel that is owned by the Homeowners Association.

"Interest Rate" means the prime rate of Wachovia Bank, N.A. or its successor, as announced from time to time in New York City, plus three percent (3%) or, if Wachovia Bank, N.A. or its successor shall cease to exist or cease to announce a "prime rate", then the "prime rate" of the largest commercial bank, the principal office of which is located in New York City.

"Land" has the meaning specified in the recitals to this Declaration.

"LED Signs" has the meaning specified in clause (g) of the definition of Retail Common Elements.

"Legal Requirements" means all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including building, zoning and fire codes) and executive orders of all Governmental Authorities.

"Limited Common Elements" means the Parking Unit Limited Common Elements, the Residential Access Unit Limited Common Elements, the West Retail Unit Limited Common Elements, the East Retail Unit Limited Common Elements and the Target Unit Limited Common Elements.

"Major Change" means a Change to a Unit or the Limited Common Elements appurtenant thereto, or any Owner's Installations made by or on behalf of an Owner, or permitted by such Owner, which would affect: (a) the structure of the Project; or (b) any Common Element or any Owner's Installations not owned by such Owner or other Units not owned by such Owner. For purposes of this definition, a Change which would "affect the structure of the Project" means a Change which would change, modify or penetrate (other than to a *de minimis* extent) the foundations, columns, girders, supports, exterior walls, interior load-bearing walls, structural floor slabs, roof slabs, roofs, stairs, stairways, fire escapes (if any) or entrances or exits of the Project or would otherwise affect the external appearance or use of the Project.

"Mall Accessway" shall mean the area designated as the "Mall Accessway" on the Condominium Plans.

"Mall Storefront Area" means for the East Retail Unit, the lowest twelve (12) feet of any partition that separates an Occupant from the Mall Accessway and for the Target Unit, the entire partition that separates the Target Unit from the Mall Accessway.

"Management/Security Office" shall mean the office in the Project (shown on the Condominium Plans), not to exceed 3,000 square feet, used by the Managing Agent and its staff as the management office for the Project and the security staff for management of Project security.

"Managing Agent" means (i) initially, the Person engaged by Declarant and (ii) thereafter, the Person engaged by the Board from time to time to maintain and operate the General Common Elements and Retail Common Elements or cause same to be maintained and operated subject to and upon the provisions hereof. The Person designated as Managing Agent shall serve in such capacity until such Person resigns or is removed by the Board or otherwise as provided herein. Declarant hereby designates the East Retail Unit Owner and the West Retail Unit Owner, each an Affiliate of Declarant, as the initial Managing Agent. The Managing Agent may subcontract its contractual obligations under its management agreement with the Declarant or the Board to Allied Flushing Management, LLC, also an Affiliate of Declarant, who will assume and perform the management services for the Condominium and other management and leasing services for the East Retail Unit Owner and the West Retail Unit Owner in respect of their respective Units.

"Market Area" means the Counties of Queens, Kings and the Bronx in the City of New York, State of New York.

"Maximum Deductible" has the meaning specified in Section 11.01(c).

"Measurement Methodology" means measuring the number of square feet of the Unit or other area in question (including, without limitation, basements used for retail goods sales and all portions of any garden or sales center), interior loading dock bays, Included Mezzanine Square Footage and all interior columns and structural elements measured to/from the outside of exterior walls and the center of any common walls, and shall not include the square footage of any improvements constructed on or above the roof of the Unit or other area in question or the area of vestibules, breezeways that are canopied or roofed open-sided passageways connecting two structures, or the exterior portion of any loading dock bays.

"Measuring Product" means the product of $100,000,000 multiplied by the Consumer Price Index Fraction, but in no event less than $100,000,000.

"Minor Change" has the meaning specified in Section 9.02(a)(ii).

"Net Worth" means, as applicable to any Person and as of the time of the determination thereof, the aggregate value of all assets owned by such Person (together with all assets of any general partner of such Person available to satisfy the obligations of such Person) minus the aggregate value of the liabilities of such Person (together with all liabilities of any general partner of such Person whose assets are available to satisfy the obligations of such Person), all as determined in accordance with GAAP.

"Non-Disturbance Agreement" has the meaning specified in Section 18.02.

"North Retail Vehicular Access" has the meaning specified in Paragraph 1(a) of Exhibit E.

"Occupant" means, with respect to any Unit, and for purposes of Exhibit M only, the Residential Parcel or any condominium unit therein, the Owner thereof, whether or not occupying such Unit, or the Residential Parcel or any condominium unit therein, as applicable, or a portion thereof, and any Person entitled to occupy any portion of such Unit, or the Residential Parcel or any condominium unit therein, as applicable.

"Operation Commencement Date" shall mean the date the first Occupant of any portion of the Project opens a store for business in the Project.

"Operating Hours" means all periods of time during which all or any part of the Retail Units are open to the public, as the same may be established and modified by the Board; provided, however, that in no event shall "Operating Hours" begin later than 7:30 a.m. or end earlier than 11:00 p.m.; and provided, further, however, that, the Board shall extend the Operating Hours at the request of an Owner, made at least five (5) Business Days prior to the date of the requested extended Operating Hours (the "Extended Operating Hours"), and each Owner of a Retail Unit in which all or any part of its space is open to the public during any portion of the Extended Operating Hours shall be responsible for security, lighting, heating, ventilating and air conditioning costs and expenses (the "Overtime Expenses") incurred as a result of such Extended Operating Hours in the proportions set forth in the next succeeding sentence. Each Owner of a Retail Unit in which all or any part of its space is open to the public during any portion of the Extended Operating Hours shall pay its proportionate share of Overtime Expenses in an amount equal to the product of the Overtime Expenses multiplied by a fraction the numerator of which is the number of Extended Operating Hours (or portions thereof rounded up to the nearest hour) all or any space in its Retail Unit is open for business and the denominator of which is the sum of the hours (or portions thereof rounded up to the nearest hour) that all or any space in all the Retail Units is open for business during the Extended Operating Hours. By way of illustration, if the Overtime Expenses are $5,000 for five (5) Extended Overtime Hours, Unit A space is open for three and one-half (3.5) hours of the Extended Overtime Hours and Unit B space is open for five (5) hours of the Extended Overtime Hours, then the Unit A Owner would be liable to pay $2222 ($5,000 x 4/9) and the Unit B Owner would be liable to pay $2778 ($5,000 x 5/9). The Parking Unit may remain open for business during hours other than Operating Hours and shall not be liable to pay Overtime Expenses for any period of time it remains open for business.

"Operation of the General Common Elements" means the management, administration, operation, maintenance and repair of, and the making of any replacements, additions, alterations and improvements to, the General Common Elements, all as more specifically set forth in this Declaration.

"Operation of the Property" means the management, administration, operation, maintenance and repair of, and the making of any replacements, additions, alterations and

improvements to, the General Common Elements and the Retail Common Elements, all as more specifically set forth in this Declaration.

"Operation of the Retail Common Elements" means the management, administration, operation, maintenance and repair of, and the making of any replacements, additions, alterations and improvements to, the Retail Common Elements, all as more specifically set forth in this Declaration.

"Operational Control" shall mean the right of any Residential Parcel Owner, in connection with the exercise of an easement granted pursuant to this Declaration, on a primary basis to use, occupy and control the use, occupancy and access to, the portion of the Property covered by the easement in question.

"Operator" shall mean the Owner of the Parking Unit or any operator of the Parking Unit engaged by the Owner of the Parking Unit to operate and manage the Parking Unit.

"Overburden" has the meaning specified in the definition of Commercial Roof.

"Owner" means the Person or Persons owning the fee simple interest (i) in and to any Unit (or sub-unit created pursuant to Article VII) and the General Common Interests and/or Retail Common Interests appurtenant thereto and (ii) for purposes of Exhibit M only, in and to all or any part of the Residential Parcel.

"Owner's Installations" means building systems, equipment, landscaping and facilities installed or constructed by or on behalf of an Occupant which exclusively benefit or serve such Occupant's Unit or the Limited Common Elements appurtenant thereto, which shall be deemed to include, without limitation, the individual sign panel face on the Pylon Sign of each Occupant of a Unit and the signage on the exterior garage facing walls of the East Retail Building and the West Retail Building (which, with respect to such signs on the East Retail Building, shall be an Owner's Installation of the Owner of the East Retail Unit or the Owner of the Target Unit, as applicable, depending on which Owner or its Occupants is using such signs, and with respect to such signs on the West Retail Building, shall be an Owner's Installation of the Owner of the West Retail Unit), and, with respect to the Parking Unit, shall be deemed to include, without limitation, all installations and facilities existing in the Central Parking Structure for the exclusive use of the Central Parking Structure for any power, light, gas, hot and cold water, heating, air conditioning, ventilating, and other utilities, and all pipes, wires, conduits, ducts, risers, feeders, vents and other equipment and service and utility lines which are used in connection therewith and all apparatus and installations for the exclusive use of the Central Parking Structure, including, without limitation, all elevators, escalators, fire-safety and other emergency systems, tanks, pumps, motors, fans, compressors and ducts.

"Parking Unit" means Unit D, which consists of the Central Park Area in the Central Parking Structure, the East Retail Swing Parking Area, the Residential Deck Top Parking Area, and the Residential Valet Parking Area, each as shown on the Condominium Plans.

"Parking Unit Ground Level Exterior Area" means the area designated as the Parking Unit Ground Level Exterior Area on the Condominium Plans.

"Parking Unit Limited Common Elements" means the Central Parking Structure, the Parking Unit Ground Level Exterior Area and egress corridors, ventilation shafts and storage areas designated as a Parking Unit Limited Common Element on the Condominium Plans.

"Parking Unit Operating Standard" means the standard for operating and maintaining the Parking Unit set forth in Exhibit E hereto, as the same may be modified from time to time in accordance with the provisions hereof.

"Permitted Ancillary Offices" shall mean (i) offices used by an Occupant for administrative purposes, and which are not open to the general public and (ii) the Management/Security Office.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, business trust, tenancy-in-common, Governmental Authority or other entity.

"Phase I" has the meaning specified in the definition of Central Parking Structure Deferred Work.

"Phase I Construction Staging Locations" means the Residential Loading Area (Roosevelt Avenue) and sidewalks adjacent thereto, the Residential Freight Elevator Area (Roosevelt Avenue), the Residential Loading Area (Tower 3) and sidewalks adjacent thereto, the Residential Freight Elevator (Tower 3), the Residential Waste Removal Area and sidewalks adjacent thereto, the Residential Waste Removal Elevator, the Residential Central Trash Room, the Residential Central Trash Area, the Deferred Construction Area, the Towers 1 and 2 Easement Area, the Tower 3 Easement Area, the Residential Recreational Area, the Residential Deck Top Parking Area, the Storage Facility Permitted Areas, the Sky Lobby and the Residential Common Easement Area.

"Phase II" has the meaning specified in Section 15.01(c).

"Phase II Construction Staging Location(s)" means the Residential Deck Top Parking Area, the Storage Facility Permitted Areas and the locations designated on Exhibit T hereto; provided that no installations or uses within the area noted "Construction on Scaffolding Above Loading Areas Permitted" on such Exhibit T shall be permitted to interfere with use of loading docks and truck circulation and access for same.

"Poster Signs" has the meaning specified in clause (g) of the definition of "Retail Common Elements."

"Prohibited Uses" has the meaning specified in Section 5.02(a).

"Project" means the improvements described in Article III, as the same may from time to time be altered or reconstructed, subject to and in accordance with the provisions contained in this Declaration.

"Project Name" means "Sky View Center" and may be changed only in accordance with the provisions of Section 2.10 of the By-Laws.

"Property" means the Real Property and the Project.

"Property Insurance Expenses" mean expenses incurred to maintain the Property Insurance Policies, including, without limitation, reasonable reserves in connection therewith.

"Property Insurance Policies" has the meaning specified in Section 11.04(c).

"Protected Occupant" has the meaning specified in Section 5.02(i).

"Pylon Sign" means the pylon sign for the Project, as shown on Exhibit N-1 of the Signage Standards.

"Real Property" means the Land, together with all easements, rights and privileges appurtenant thereto, including any development rights, but expressly excluding any easement appurtenant to the Land for the exclusive use of the Occupants of one or more, but not all, of the Units.

"Register's Office" means the Office of the New York City Register, Queens County.

"Relative Fair Market Value" means the most probable price of each Unit and the Limited Common Elements, if any, appurtenant thereto, which a conveyance of the fee simple interest in such Unit and Limited Common Elements would bring in a competitive and open market under all conditions requisite to a fair sale, considering that the Unit and Limited Common Elements is subject to this Declaration but assuming that the Unit and Limited Common Elements is otherwise unencumbered and that the Project is completely demolished and the land on which the Project is located, is cleared of debris, expressed as a percentage of the Fair Market Value. "Fair Market Value" means the most probable price of the Property which a conveyance of the fee simple interest in the Property would bring in a competitive and open market under all conditions requisite to a fair sale, assuming that the Property is unencumbered by this Declaration and taking into account all relevant factors (including, without limitation, the then existing condition of the Project).

"Repair" and "repairs" includes restoration, replacement and rebuilding, as well as ordinary and customary maintenance and minor repairs.

"Requisite Net Worth" means a Net Worth at least equal to the Measuring Product.

"Residential Access Unit" means Unit E.

"Residential Access Unit Limited Common Elements" means the areas designated as "Residential Access Unit Limited Common Elements" on the Condominium Plans.

"Residential Board(s)" has the meaning specified in Section 11.10(a).

"Residential Central Trash Room" has the meaning specified in Section 15.01(a)(ii)(4).

"Residential Central Trash Area" means the area on the roof of the East Retail Building designated as the "Residential Central Trash Area" on the Condominium Plans.

"Residential Common Easement Area" means the area on the roof of the East Retail Building designated as the "Residential Common Easement Area" on the Condominium Plans, more particularly bounded and described in Exhibit O.

"Residential Condominium" means each residential condominium to be formed in respect of the Residential Towers to be built in the Residential Parcel.

"Residential Contribution" has the meaning specified in Schedule 1A of the By-Laws.

"Residential Deck Top Parking Area" means the area on the roof of the Central Parking Structure designated as the "Residential Deck Top Parking Area" on the Condominium Plans.

"Residential Easement Area Roof" means collectively the liquid applied water-proofing membrane and the Overburden on the roof slabs in the Tower 3 Easement Area, the Towers 1 and 2 Easement Area, the Residential Common Easement Area and the West Residential Easement Area.

"Residential Easement Facilities" means facilities located on or in the Property benefiting the Residential Parcel or any part thereof and/or easements appurtenant to the Residential Parcel and for which the Residential Parcel Owner has been granted an easement pursuant to Articles XIV and XV and Exhibit M of this Declaration.

"Residential Freight Elevator Area (Roosevelt Avenue)" means the area where the residential freight elevator and elevator machine room is located in the Central Parking Structure on the Roosevelt Avenue side of the Central Parking Structure designated as the "Residential Freight Elevator Area (Roosevelt Avenue)" on the Condominium Plans.

"Residential Freight Elevator (Tower 3)" means the freight elevator, and any appurtenant elevator machine rooms, designated as the "Residential Freight Elevator (Tower 3)" on the Condominium Plans.

"Residential Loading Area (Roosevelt Avenue)" means the residential loading area located in the Central Parking Structure on the Roosevelt Avenue side of the Central Parking Structure designated as the "Residential Loading Area (Roosevelt Avenue)" on the Condominium Plans.

"Residential Loading Area (Tower 3)" means the area designated as the "Residential Loading Area (Tower 3)" on the Condominium Plans.

"Residential Parcel" shall mean collectively those certain parcels above certain planes more particularly bounded and described in Exhibit J attached hereto and made a part hereof, together with the Residential Towers and all other improvements erected or to be erected and situate thereon, provided, however, to the extent the Residential Parcel or any portion thereof

is converted to condominium ownership, the Residential Parcel shall include each of the condominium units, provided, however, that the owners of the condominium units shall act hereunder solely through the Homeowners Association, but such owners may exercise rights of a Residential Parcel Owner to use an easement under Section 15.01 unless expressly provided otherwise in Section 15.01. If the context so requires, the term "Residential Parcel" shall be deemed to read "Residential Parcels."

"Residential Parcel Easement Areas" has the meaning specified in Paragraph 2(a) of Exhibit M.

"Residential Parcel Easements" has the meaning specified in Section 15.01(a).

"Residential Parcel Owners" has the meaning specified in Section 15.01.

"Residential Parking Areas" means collectively, the Residential Deck Top Parking Area and the Residential Valet Parking Area.

"Residential Project Name" means Sky View Parc.

"Residential Recreational Area" means the area on the roof of the Central Parking Structure designated as the "Residential Recreational Area" on the Condominium Plans, more particularly bounded and described on Exhibit P.

"Residential Site Plan" means the Residential Site Plan as shown in drawings CCD2-E-106, CCD2-E-107, CCD2-W-106 and CCD2-W-107 of the Condominium Plans, as the same may be modified from time to time in accordance with the provisions hereof.

"Residential Towers" has the meaning specified in Section 15.01(a).

"Residential Unit Mortgagee" shall mean any mortgagee of a condominium unit in the Residential Parcel (other than an Unsold Residential Unit) that is a permitted mortgagee under the declaration and by-laws of the condominium in which the unit is located.

"Residential Valet Parking Area" means the area designated as the "Residential Valet Parking Area" on the Condominium Plans.

"Residential Waste Removal Area" means the area designated as the "Residential Waste Removal Area" on the Condominium Plans.

"Residential Waste Removal Elevator" means the elevator, and any appurtenant elevator machine rooms, designated as the "Residential Waste Removal Elevator" on the Condominium Plans.

"Residents" has the meaning specified in Paragraph 2 of the Parking Unit Operating Standard (Exhibit E).

"Restaurant" shall mean any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food (and, ancillary thereto, beer,

wine and liquor) for on site and/or off site consumption. The term "Restaurant" as it applies to a supermarket, grocery or similar food store shall be applicable only to such portion of such facility which is utilized exclusively for the preparation of food for on site consumption, the serving of such food and the customer seating area related thereto. Notwithstanding the above, food establishments designed to service customers of any Occupant which are operated both as an ancillary use and incidentally to such Occupant's intended use and which are located within any particular store shall not be defined as Restaurants, provided such establishment (i) does not have a separate entrance and (ii) does not exceed twenty percent (20%) of the floor area of an Occupant's store.

"Restoration Funds" has the meaning specified in Section 12.05(a).

"Restaurant Sign Area Signs" means the signs on the grid sign labeled as "Restaurant Sign Area Signs" on Exhibit N-1.

"Restaurant Permitted Areas" means the areas designated as "Restaurant Permitted Areas" on the Condominium Plans.

"Restoration Funds Request" has the meaning specified in Section 12.05(d).

"Restoration Shortfall" has the meaning specified in Section 11.07(a).

"Restoration Work" has the meaning specified in Section 11.07(a).

"Retail Committee" means a committee of the Board consisting of three (3) members appointed by the owners of the Retail Units in accordance with the By-Laws.

"Retail Common Elements" means the following:

(a) all entrances and exits of the Buildings shown as Retail Common Elements on the Condominium Plans and the exterior garage facing walls of the East Retail Building and the West Retail Building (but excluding signage on such garage facing walls);

(b) central and appurtenant installations and facilities existing in the Buildings for common use exclusively by the Retail Units for power, gas, hot and cold water, heating, air conditioning, ventilating, and other utilities, and all pipes, wires, conduits, ducts, risers, feeders, vents and other equipment and service and utility lines which are used in connection therewith (excluding, however, all pipes, wires, conduits, ducts, risers, feeders, vents and other equipment and service and utility lines which constitute parts of the General Common Elements, Owner's Installations or Limited Common Elements);

(c) all apparatus and installations existing in the Buildings for common use exclusively by the Retail Units, including, without limitation, all elevators, escalators and security systems, the condenser water and heating hot water systems, and all tanks, pumps, motors, fans, compressors and piping related thereto (excluding, however, all apparatus and installations that are General Common Elements or which constitute parts of Owner's Installations or Limited Common Elements);

(d) all halls, stairs, stairways, corridors and lobbies, including, without limitation, the Mall Accessway (excluding, however, any such areas that constitute General Common Elements or parts of Owner's Installations or Limited Common Elements) and all doors to and from such halls, stairs, stairways, corridors and lobbies and any of the Retail Common Elements;

(e) all storage spaces in the Buildings for the use of cleaning and security personnel and other Persons for the Operation of the Retail Common Elements, including, without limitation, the Management/Security Office, but only to the extent shown as Retail Common Elements on the Condominium Plans;

(f) all utility, electrical and telephone equipment rooms for common use by the Retail Units, including, without limitation, the Retail Mechanical Exclusion Area and West Retail Building Roof Commercial Exclusion Area (excluding, however, all apparatus, installations, utility, electrical and telephone equipment rooms that are General Common Elements or which constitute part of Owner's Installations or Limited Common Elements);

(g) (i) the Pylon Sign and all other signage support structures around the exterior of the Buildings (the "Exterior Sign Areas") as shown on Exhibit N-1 (excluding the individual sign panels or letters attached to the Pylon Sign or to the other signage support structures), (ii) the light emitting diode signs (the "LED Signs"), including (1) the exterior LED band sign at the northerly College Point Boulevard entrance and (2) the interior LED wall sign at the northerly College Point Boulevard entrance, (iii) the poster signs (the "Poster Signs") on Roosevelt Avenue labeled as "Retail Poster" on Exhibit N-1, and (iv) the Restaurant Sign Area Signs, or such replacement to the Exterior Sign Areas, the LED Signs, the Poster Signs or the Restaurant Sign Area Signs as may occur hereafter, except for signage structures shown as General Common Elements on the Condominium Plans.

"Retail Common Expenses" means (without duplication), but subject to Section 2.10 of the By-Laws, all expenses (ordinary or extraordinary, foreseen or unforeseen, of every kind and nature) incurred in connection with the Operation of the Retail Common Elements (which for purposes hereof shall include the Egress Corridor), including all charges for taxes and other governmental impositions (except real property taxes, business improvement district assessments, and other taxes and assessments levied separately on any of the Retail Units or the Retail Common Interests appurtenant thereto, or on the personal property or any other interests of the Owner thereof which shall be payable by such Owner, in accordance with the By-Laws); an administration fee of 8% of the Retail Common Expenses for each calendar year pro rated for any period less than one year; accounting, legal and consulting fees; reasonable reserves for working capital purposes, reasonable reserves for maintenance, repair, rebuilding and replacement of the Retail Common Elements; reasonable reserves for such other purposes as shall be reasonably determined by the Retail Committee of the Board and all other expenses, including, without limitation, condenser water, incurred in connection with the Operation of the Retail Common Elements which are consistent with securing, administering, maintaining, operating and repairing the Retail Common Elements in accordance with the Standard. Retail Common Expenses shall in no event include (i) any General Common Expenses or (ii) any costs of services or capital items provided by any Affiliate of any Owner unless such services or capital items are provided on market terms and rates and on an arms' length basis for comparable

quality items or services (provided the foregoing shall not limit the discretion of the Retail Committee of the Board as to the level of services or capital expenditures to be provided).

"Retail Common Interests" has the meaning specified in Section 6.01.

"Retail Mechanical Exclusion Area" means the area on the roof of the East Retail Building designated as the "Retail Mechanical Exclusion Area" on the Condominium Plans.

"Retail Mechanical Reservation" has the meaning specified in Section 15.01(a)(ii)(3).

"Retail Owner" means each of the Unit A Owner, Unit B Owner and Unit C Owner.

"Retail Unit" means each of Unit A, Unit B, and Unit C, as each such Unit may be subdivided pursuant to Section 7.02 hereof.

"Rules and Regulations" means the rules and regulations attached hereto as Exhibit F, as the same may be modified or amended from time to time as provided in the By-Laws.

"Sign Measurement Methodology" means the square footage of any sign as calculated pursuant to the provisions of Article 1, Section 12-10 of the New York City Zoning Code.

"Signage Standards" means the Signage Standards attached hereto and made a part hereof as Exhibit N, as the same may be amended by the Board from time to time.

"Sky Lobby" means the portion of the Residential Parcel designated as the "Sky Lobby" on the Condominium Plans.

"South Retail Vehicular Access" has the meaning specified in Paragraph 1(a) of Exhibit E.

"Spa/Fitness Facility Permitted Areas" means the areas designated as "Spa/Fitness Facility Permitted Areas" on the Condominium Plans.

"Standard" has the meaning specified in Section 8.02(a).

"Storage Facility Permitted Areas" means the areas designated as "Storage Facility Permitted Areas" on the Condominium Plans.

"Structural Supports" means all elements (including, but not limited to, foundations, load bearing columns, slabs, roof slabs, girders, beams, braces, trusses and walls) necessary for the structural support and integrity of any portion of the Development, including, without limitation, those designated as "Structural Supports" (exclusive of the enclosures in which the columns designated as "Structural Supports" are located) for the Residential Towers

on the Condominium Plans, and any additions thereto and/or any replacements or substitutions thereof.

"Target Extended Storefront Area" shall mean the area depicted as the Target Extended Storefront Area on Exhibit D.

"Target Unit" means Unit C.

"Target Unit Limited Common Elements" means the areas designated as "Target Unit Limited Common Elements" on the Condominium Plans.

"Tower 3" has the meaning specified in Section 15.01(a)(ii)(1).

"Tower 3 Easement Area" means the area on the roof of the East Retail Building designated as the "Tower 3 Easement Area" on the Condominium Plans, more particularly bounded and described on Exhibit Q.

"Towers 1 and 2 Easement Area" means the area on the roof of the East Retail Building designated as the "Towers 1 and 2 Easement Area" on the Condominium Plans, more particularly bounded and described on Exhibit R.

"Towers 6, 7 and 8 Freight Elevators" means the freight elevators, and any appurtenant elevator machine rooms, constituting General Common Elements designated as the "Towers 6, 7 and 8 Freight Elevators" on the Condominium Plans.

"Transfer" means any direct or indirect sale, lease, gift, hypothecation, pledge or other disposition, whether voluntary or by operation of law or otherwise.

"Trash Path" means the approximately ten (10) foot wide easement over and through the West Retail Building roof and the top deck of the Central Parking Structure designated as the "Trash Path" on the Condominium Plans, as same may be relocated from time to time pursuant to Section 15.01(a)(vii).

"Unit" has the meaning specified in Article III.

"Unit Expenses" means any amounts, other than Common Charges, which are required by this Declaration to be paid by an Owner to the Board.

"Unsold Residential Units" means the residential condominium units within the Residential Parcel owned or retained by the owners of the respective parcels constituting the Residential Parcel immediately prior to submitting the respective parcels to a condominium regime (or their designees) and any person or entity that succeeds to the status of the holder of unsold units under the Offering Plan for such condominium.

"West Retail Building Roof Commercial Exclusion Area" means the area on the roof of the West Retail Building bounded and described on Exhibit U.

"West Residential Easement Area" means the area on the roof of the West Retail Building designated as the "West Residential Easement Area" on the Condominium Plans, more particularly bounded and described on Exhibit S.

"West Retail Building" has the meaning specified in Article III.

"West Retail Unit" means Unit A.

"West Retail Unit Limited Common Elements" means the areas designated as "West Retail Unit Limited Common Elements" on the Condominium Plans.

"Zoning Ordinance" means the Zoning Ordinance of the City of New York, as amended from time to time.

Except as expressly indicated otherwise, when used in this Declaration (i) "or" is not exclusive, (ii) "hereunder", "herein", "hereof" and the like refer to this Declaration as a whole, (iii) "Article", "Section" and "Exhibit" refer to Articles, Sections and Exhibits of this Declaration, (iv) terms defined in the singular have a correlative meaning when used in the plural and vice versa, (v) a reference to a law or statute includes any amendment or modification to, or replacement of, such law or statute and (vi) a reference to an agreement, instrument or document means such agreement, instrument or document as the same may be amended, modified or supplemented from time to time in accordance with its terms and, to the extent applicable, in a manner consistent with the terms of this Declaration. Any table of contents and the headings and captions herein are for convenience only and shall not affect the interpretation or construction hereof.

ARTICLE II

INTENTION

Declarant, as the owner in fee simple of the Property, hereby intends to submit the Property to the provisions of the Condominium Act.

ARTICLE III

DESCRIPTION OF THE PROJECT

Section 3.01.

(a) The Project is comprised of three (3) buildings located on certain real property bounded by Roosevelt Avenue, College Point Boulevard, 40th Road and Van Wyck Expressway, in the Town of Flushing, County of Queens, City of New York, and State of New York, as shown on the Condominium Plans. The building located on the westernmost portion of the Land (the "West Retail Building") will contain three (3) stories and will be constructed of reinforced concrete flooring with metal deck on structural steel framing. The West Retail Building initially will contain one (1) Retail Unit, the West Retail Unit (Unit A). The building located on the easternmost portion of the Land (the "East Retail Building") will contain four (4) floors and will be constructed of reinforced concrete flooring with metal

deck on structural steel framing. The East Retail Building initially will contain three (3) Units, the Residential Access Unit (Unit E), the East Retail Unit (Unit B) and the Target Unit (Unit C) and the East Retail Swing Parking Area and the Residential Valet Parking Area. The building constituting the Central Parking Structure located between the West Retail Building and the East Retail Building will contain seven (7) floors and will be constructed of precast concrete. The Parking Unit (Unit D) will consist of the East Retail Swing Parking Area, the Residential Deck Top Parking Area, the Residential Valet Parking Area and the Central Parking Area within the Central Parking Structure, as shown on the Condominium Plans. Units A, B, C, D and E and any additional units hereafter created in accordance with the terms of this Declaration, together with any Limited Common Elements appurtenant to the respective Units, are herein referred to individually as a "Unit" and collectively as the "Units." The locations of the respective Units are shown on the Condominium Plans. The exterior skin of the West Retail Building will consist primarily of a prefabricated exterior insulated wall finishing system ("E.I.F.S.") consisting of metal studs, insulation, exterior sheathing and a painted exterior finishing system. The exterior skin of the East Retail Building will consist primarily of an E.I.F.S. consisting of metal studs, insulation and a painted exterior finishing system including stone, brick and metal panels. The exterior skin of the Central Parking Structure will consist of concrete spandrel panels and ornamental wire screening. The esplanade shown on the Condominium Plans is intended to be built in connection with the development of Phase II, or earlier if necessary to obtain a temporary certificarte of occupancy for the Project or any part thereof.

(b) The exterior treatment, described in Section 3.01(a), of the exterior façade (exclusive of the façades facing the Central Parking Structure) of the Project (the "Exterior Façade Treatment") shall not be changed in any material respect without the consent of the Owners in accordance with the provisions of Section 2.10 of the By-Laws.

ARTICLE IV

DESCRIPTION OF CONDOMINIUMUM UNITS

Section 4.01.

The Condominium contains five (5) Units – three (3) Retail Units, the Parking Unit and the Residential Access Unit. The location of each Unit within the Property is shown on the Condominium Plans. Exhibit G sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation, tax lot number, approximate square footage area and the General Common Interests and, as applicable, the Retail Common Interests, appurtenant to such Unit, and the method by which such percentage interest is determined.

Section 4.02.

Each Unit consists of that part of the Project which lies within the boundaries of the Unit, which boundaries are more particularly described on Exhibit H attached hereto.

Section 4.03.

Every Unit, together with its General Common Interests or Retail Common Interests, as applicable, and its Limited Common Elements, if any, shall for all purposes be and is hereby declared to be a separate parcel of real property, and the Owner thereof shall be entitled to the exclusive ownership and possession of its Unit, subject only to Legal Requirements, this Declaration and any resolutions and decisions now or hereafter adopted pursuant thereto and in accordance therewith, as in effect from time to time.

ARTICLE V

USE OF UNITS AND COMMON ELEMENTS

Section 5.01.

(a) Each Owner of a Retail Unit shall use and occupy its Retail Unit, and cause each Occupant of its Retail Unit to use and occupy such Retail Unit, solely for lawful retail sales, Permitted Ancillary Offices and, solely in the Restaurant Permitted Areas, Restaurants, and for no other purpose, provided, however (i) the East Retail Unit Owner shall use space or cause space to be used in the Community Facility Permitted Areas in the East Retail Unit for "community facility uses" (as defined in the Zoning Ordinance) that are not Prohibited Uses for so long as "community facility uses" are required to comply with Legal Requirements imposed by Governmental Authorities to qualify the Project for, and maintain the Project's continuing right to, the excess floor area incorporated into the approved Project, provided, however, the aggregate square footage occupied for "community facility uses" shall not exceed the greater of 10,000 square feet or the minimum square footage, if any, required to comply with applicable Legal Requirements to qualify the Project for, and maintain the Project's continuing right to, the excess floor area incorporated into the approved Project, (ii) the East Retail Unit Owner may use space or allow space to be used in the Spa/Fitness Facility Permitted Areas in the East Retail Unit for a spa or fitness center (in which no activities that are Prohibited Uses shall be conducted), and (iii) the West Retail Unit Owner may use space or allow space to be used in the Storage Facility Permitted Areas in the West Retail Unit for a storage facility (other than self-storage) for a period of five (5) years after the Operation Commencement Date, and from and after the fifth (5^{th}) anniversary of the Operation Commencement Date may use up to twenty-five percent (25%) of such space for such a storage facility, provided, however, that for so long as any such space is used as a storage facility no public ingress or egress shall be permitted from the entrances and exits in the eastern wall of the space except for emergency ingress and egress.

(b) The Parking Unit Owner shall use and occupy the Parking Unit (exclusive of the Residential Recreational Area) for the parking of motor vehicles to service primarily the Project and ancillary purposes related thereto, including, without limitation, a taxi stand and shopping cart collection stations and, with respect to the non-Residential Parking Areas, consistent with similar first class shopping center parking facilities in the Market Area, and for no other purpose and operate and maintain the Parking Unit in accordance with the Parking Unit Operating Standard. The operation of the Parking Unit in accordance with the Parking Unit Operating Standard shall be deemed in compliance with

the use requirements for the Parking Unit set forth in the preceding sentence. Notwithstanding the foregoing, the Parking Unit Owner shall give preference and priority to the Residents with respect to parking in the Residential Parking Areas and, only to the extent provided in Paragraph 2 of the Parking Unit Operating Standard, the East Retail Swing Area.

(c) The Owner of the Residential Access Unit shall use and occupy (i) the Residential Access Unit solely as (x) an entrance and elevator accessway to, and lobby for, the Residential Towers and (y) administrative offices for the Residential Parcels, including, without limitation, sales and/or rental offices, (ii) the Residential Waste Removal Area and Residential Waste Removal Elevator for waste removal, (iii) the Residential Loading Area (Tower 3) and the Residential Freight Elevator (Tower 3) for waste removal, residential loading and freight elevator purposes and, with respect to the Residential Waste Removal Area, the Residential Waste Removal Elevator, the Residential Loading Area (Tower 3) and the Residential Freight Elevator (Tower 3), for the movement of materials and equipment in connection with the reconstruction, repair, maintenance and operation of structures and facilities on the Residential Parcel, as applicable, and in each case, for no other purpose.

Section 5.02.

(a) Notwithstanding Section 5.01, no use shall be permitted in the Project which is a Prohibited Use or which is not permitted under applicable Legal Requirements. No Occupant shall do, or suffer or permit to be done, anything which would (i) impair the soundness or safety of, or cause injury or damage to, the Property or any part thereof or result in an increase in the premiums of any insurance carried by the Board or any other Occupant, (ii) result in the cancellation of any insurance applicable to the Property or any part thereof, (iii) violate any provision of this Declaration (including, without limitation, the Rules and Regulations and the Parking Unit Operating Standard), any Legal Requirements or any Insurance Requirements. Subject to the restrictions set forth in Section 5.01 and without limiting the generality of the foregoing:

The following uses (the "Prohibited Uses") shall not be permitted in the Project:

(i) A facility for any use which is illegal or would reasonably be determined to cause a threat of imminent harm to persons or property, constitutes a public or private nuisance or emits an obnoxious odor, noise, or sound which can be heard or smelled (in either event to more than a *de minimis* extent) outside of any Building;

(ii) Any dumping, disposing (other than in the designated trash removal areas), incineration, or reduction of garbage (exclusive of garbage compactors or trash containers located near the rear of or in any Building or on the Residential Parcel);

(iii) Establishment providing nude or topless entertainment or waitstaff, or any establishment selling or exhibiting pornographic materials (including, without limitation, adult books or videos), provided, however, that the foregoing shall not prohibit customary spa/fitness facility services or the sale of books and videos commonly carried by reputable national book, video retailers or supermarkets (such as Barnes and Noble, Borders, Blockbuster, Best Buy or Super H Mart) in the Market Area;

(iv) Any operation primarily used as a storage warehouse operation (other than a storage facility in the West Retail Building in accordance with Section 5.01(a) and storage incidental to the retail use of any Retail Unit) and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(v) Any "second hand" store or "surplus" store, but this provision shall not preclude stores that sell new brand name merchandise at off prices or stores, comparable to stores such as Marshalls, Home Goods, DSW or Old Navy that sell new merchandise at a discount;

(vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an Occupant to determine its own selling prices nor shall it preclude the conduct of any seasonal sales, promotional or clearance sales or legitimate going out of business sales in compliance with applicable Legal Requirements);

(vii) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts (or, with respect to the Residential Parcel, in residential projects) in the Market Area or to laundry or laundromat facilities, other than a dry cleaning plant prohibited by this clause (vii), located in the Residential Parcel;

(viii) Any automobile, truck, trailer, recreational vehicle, mobile home or boat sales, leasing, display or auto or body shop repair operation, gas station, or car wash, except that this prohibition shall not prohibit Occupants of any Retail Unit from installing for their customers stereos, phones, security systems or other electronic devices in automobiles, displaying within the space of any Occupant that is legally entitled to occupy a Unit a car to advertise car-related services, including the sale of cars, that are ancillary to such Occupant's business which are performed at locations outside of the Project, or any Occupant occupying the entire first floor of the West Retail Unit from leasing trucks on an hourly basis to its customers for the sole purpose of transporting purchases from such Retail Unit to the purchasers' home, storage or use destination), provided the number of trucks used for this purpose is not in excess of the number of trucks said Occupant uses for this purpose in its other comparable facilities in the Market Area and the trucks are stored and operated in a manner so as not to materially interfere with the operations of the Parking Unit;

(ix) Any bowling alley or skating rink;

(x) Any mortuary or funeral home;

(xi) Any veterinary hospital or animal raising or boarding facilities (except that this prohibition shall not prohibit pet stores such as Petsmart, Petco or Petland); provided, however, that (x) all kennels, runs and pens shall be located inside a Building, (y) any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation and (z) the combined incidental veterinary and boarding facilities

shall occupy no more than ten percent (10%) of the floor area of the premises of any such pet store at the Project;

(xii) Any bar, pub or tavern except as accessory to a Restaurant located in the Project;

(xiii) Any flea market, amusement or video arcade, children's play center (including, without limitation, any business primarily providing physical play activities for children, kiddie rides or games), pinball, computer or other gamerooms, pool or billiard hall, dance or music hall, disco or nightclub or any other facility operated solely for entertainment purposes, such as a "laser tag" or "virtual reality" theme operation, except that this prohibition shall not prohibit (x) a Chuck E Cheese's or another similar fast food or sit-down restaurant establishment, so long as it is open and operating as a Restaurant in the Project, from having an amusement or video arcade, children's play center, pinball, computer and/or other gameroom and other physical play activities for children, kiddie rides and games as part of its leased premises in the Project to the extent permitted under its lease, (y) a consumer electronics store such as Best Buy from operating video or gaming equipment for demonstration purposes or (z) in the Residential Parcel, any amusement or video, pinball, computer, pool or billiard or other gamerooms, children's play centers (including, without limitation, any business primarily providing physical play activities for children, kiddie rides or games) servicing children of occupants of the Residential Parcel and their guests and invitees and/or community rooms for social and other functions, including, without limitation, music or dancing;

(xiv) Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers, or any day care center (except that this restriction shall not apply to the Residential Parcel); provided however, this prohibition shall not be applicable to any of the following, to the extent the same are incidental to an Occupant's business or to "community facility uses" at the Project: (w) any on-site employee training by an Occupant, (x) any day care center, (y) any training facilities with less than 2,000 square feet of space, or (z) any "how to" clinics for customers or clients;

(xv) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black jack or poker (except in the Residential Parcel for the use of occupants of the Residential Parcel or their invitees or guests); slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall (except to the extent incidental to the use of any community room in a building at the Residential Parcel). Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation or to the "community facility uses" being conducted by the Occupant. Notwithstanding the above, this paragraph is not intended to prohibit the installation and use of video game machines by the Occupants permitted under clause (xiii) above;

(xvi) Any carnival, amusement park or circus;

(xvii) Any banquet hall, auditorium or other place of public assembly, but this clause (xvii) shall not preclude "community facility uses" as defined in the Zoning Ordinance that are not otherwise Prohibited Uses under other clauses of this Section 5.02(a) or uses of community rooms in any building at the Residential Parcel;

(xviii) Any house of worship;

(xix) Any liquor store (provided, however, that the foregoing shall not be deemed to prohibit the sale of beer, wine and/or alcohol by any Occupant ancillary to the primary use of the premises); or

(xx) Any venue for in-person, on-site sporting events (provided, however, that the foregoing shall not prohibit the demonstration of sporting goods for sale or the use of the Residential Recreational Area or other easement areas on the roofs of the Buildings or Central Parking Structure for recreational uses by the occupants of the Residential Parcel and their invitees or guests).

(b) No Owner shall use, or permit the use of Hazardous Materials on, about, under or in the Project, except for uses within such Owner's Unit or Limited Common Elements in the ordinary course of its or its Occupants usual operations conducted thereon, and any such use shall at all times be in compliance with all Hazardous Materials Laws. Each Owner shall indemnify, protect, defend and hold harmless the other Owners from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of any Hazardous Materials used or permitted to be used by such Owner, whether or not in the ordinary course of business. The second sentence in this subsection (b) shall not be binding upon any "Owner" which is a mortgagee of any Unit and which has become an "Owner" as a result of the foreclosure of its mortgage or the conveyance of such Unit to such mortgagee in lieu of such foreclosure, with respect to any Hazardous Materials condition at the Unit pre-existing on the date upon which it becomes the Owner of the Unit.

(c) Except as set forth in Section 14.07, no merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored (except storage by or on behalf of the Board or Retail Committee in connection with the Operation of the Property or Operation of the Retail Common Elements in the storage rooms shown as General Common Elements or Retail Common Elements on the Condominium Plans) within the Common Elements and no promotional activities will be allowed in the Common Elements, without the prior written approval of the Approving Parties of the Retail Unit Owners (and, with respect to the General Common Elements only, the Approving Party of the Residential Access Unit Owner) which may be withheld in their sole and absolute discretion. In addition, if a recycling center or equipment is required by law to be located in the Project, the location thereof shall be subject to the approval of the Approving Parties of the Retail Unit Owners.

(d) No Owner shall operate or permit to be operated any loudspeaker or other sound amplification device so as to be heard in the Common Elements, except that each

Occupant may install its prototypical paging systems which provides for paging of its employees inside of its premises.

(e) The name "Target" or "BJ's" or the name of any other retailer in the Project shall not be used by Declarant or the Board as the name for the Project.

(f) This Agreement is not intended to, and does not, create or impose any obligation on an Owner to operate, continuously operate, or cause to be operated a business or any particular business in the Project or in any Unit.

(g) No income derived by any Owner from the use of its Unit shall constitute income to the Board or to any other Owner.

(h) The Owner of the Target Unit shall not use or be permitted to use, or permit any of its employees, agents, tenants, contractors, licensees or invitees to use the condenser water and heating hot water systems or any tanks, pumps, motors, fans, compressors, piping or other apparatus or equipment of the condenser water and heating hot water systems constituting a Retail Common Element (collectively, the "Condenser/Heating Water Systems"), and the costs (other than costs incurred in connection with the Operation of the General Common Elements or the Operation of Retail Common Elements) of the operation, maintenance and replacement of the Condenser/Heating Water Systems (the "Condenser/Heating Water Systems Expenses") shall be excluded from the Common Charges payable by the Owner of the Target Unit under this Declaration.

(i) The LED Signs and the Poster Signs shall be used for advertising and related purposes, provided, however, no competitor of any Occupant who is in actual occupancy of, and actively conducting its business in, a space of more than 30,000 square feet in any Unit ("Protected Occupant"), shall be permitted to advertise on the LED Signs and/or the Poster Signs, provided, however, no Occupant of the Project shall be deemed a competitor of a Protected Occupant for purposes hereof.

(j) Occupants may attach security devices to the interiors of any doors that constitute General Common Elements or Retail Common Elements.

(k) The Retail Unit Owners may permit each Occupant of their Units, who is in actual occupancy of, and actively conducting business to install, maintain and replace signs (the "Exterior Signage") in the Exterior Sign Areas, provided (i) the signs comply with all applicable provisions of the Signage Standards, (ii) each such sign complies with all applicable Legal Requirements, and (iii) with respect to the installation of a sign by an Occupant of the East Retail Unit or West Retail Unit, the size and placement of such sign in the Exterior Sign Areas, and all other aspects of such sign have been approved by both the East Retail Unit Owner and the West Retail Unit Owner. No such sign of an Occupant of the East Retail Unit or the West Retail Unit shall be installed until the East Retail Unit Owner and the West Retail Unit Owner have given notice to the Board that each has approved the installation of the sign by the specified Occupant, at the location in the Exterior Sign Areas and in accordance with the specifications, in each case, identified on or enclosed with such notice.

(l) The Owner of the East Retail Unit will require each Occupant of the East Retail Unit to install and maintain at least 50% of its Mall Storefront Area as at least one of the following: (i) an open or glass door customer entrance area allowing clear or minimally obstructed visibility between the Mall Accessway and the Occupant space ; (ii) transparent glass allowing clear or minimally obstructed visibility between the Mall Accessway and the Occupant space; and/or (iii) illuminated transparency display boxes of not less than two (2) inches in depth containing signage, graphics or displays with the arrangement, style, color and general appearance thereof being professionally prepared in keeping with the character and standards of such Occupant's other similar stores if any and, if none, in a manner consistent first class shopping centers in the Market Area. Occupants of 15,000 square feet or less in the East Retail Unit must keep any illuminated transparency display boxes adequately lighted during such Occupant's operating hours and, for all other Occupants, during the Operating Hours.

(m) The Owners of the Retail Units and the Parking Unit Owner shall enter into an agreement(s) from time to time governing shopping cart regulation and containment in the Common Elements and the Central Parking Structure.

ARTICLE VI

DESCRIPTION OF COMMON ELEMENTS AND COMMON INTERESTS

Section 6.01.

Each Unit shall have appurtenant thereto such percentage of the undivided interest in the General Common Elements as is specified on Exhibit G (the "General Common Interests"). Furthermore, each of the Retail Units shall have appurtenant thereto the proportionate and undivided interest in the Retail Common Elements as specified in Exhibit G (collectively, the "Retail Common Interests"). The Occupants of each Unit shall have the exclusive right to use the Limited Common Elements, if any, that are appurtenant to such Unit subject to the terms and conditions of this Declaration.

Section 6.02.

The General Common Interests appurtenant to each Unit are permanent in character and cannot be altered without the prior written consent of all Owners, subject, however, to the rights of Owners to subdivide their Units and appurtenant General Common Interests as set forth in Section 7.02. The Retail Common Interests appurtenant to each Retail Unit are permanent in character and cannot be altered without the prior written consent of the Retail Unit Owners, subject, however, to the rights of Owners to subdivide their Units and appurtenant Retail Common Interests, as applicable, as set forth in Section 7.02. Each of the Limited Common Elements are permanent in character and can be altered only by the Owner of the Unit to which such Limited Common Element is appurtenant subject to the terms and conditions of this Declaration.

Section 6.03.

The General Common Elements and Retail Common Elements shall remain undivided, and no right shall exist to partition or divide any General Common Element and Retail Common Element except as otherwise specifically provided in this Declaration or the Condominium Act.

ARTICLE VII

TRANSFERS OF UNITS; LEASING OF UNITS; CREATION OF ADDITIONAL UNITS

Section 7.01.

(a) Each Owner may, in compliance with all Legal Requirements, Transfer any one or more of its Units on such terms and conditions as it deems proper without the approval of the Board or any other Owner, provided such Transfer is made in accordance with the terms and conditions of this Article VII. Any document conveying or assigning a Unit Owner's entire interest in a Unit shall expressly provide (but shall nevertheless automatically, without further action, be deemed to provide) that the acceptance thereof by the grantee or assignee shall constitute an assumption of, and an agreement to be bound by and perform, the terms, covenants and provisions of this Declaration.

(b) No Owner shall convey or assign its entire interest in a Unit, unless and until all unpaid Common Charges and all unpaid Unit Expenses then due and owing shall have been paid in full.

Section 7.02.

The Owner of each Unit may, from time to time, in compliance with all Legal Requirements, subdivide such Unit into no more than four (4) Units, inclusive of all Units into which the original Unit on the date of this Declaration has been previously subdivided, and may (subject to this Article VII), Transfer any one or more of such subdivided Units on such terms and conditions as it deems proper, to the fullest extent permitted by Legal Requirements. Such subdivision shall not require the approval of the Board or any other Owner, provided that, prior to such subdivision, all unpaid Common Charges and Unit Expenses then due and owing by such Owner with respect to such Unit shall be paid in full, and all liens against such Unit shall have been discharged by payment, bonding or otherwise, other than the lien of any Institutional Mortgage being assumed by the transferee. Each subdivided portion of an original Unit shall constitute a "Unit" hereunder, and each Owner of a subdivided Unit, subject to Sections 2.01 and 3.07 of the By-Laws, shall be treated as if its Unit was described in and its rights and obligations were delineated in this Declaration as of the date this Declaration became effective. The Owner of any Unit which so subdivides a Unit shall grant to each new Owner together with the Unit a pro-rata share in the Common Elements appurtenant to the original Unit, such pro-rata share to be determined in accordance with the methodology used to determine each Unit's share of the Common Interests described in Exhibit G hereto. Pursuant to Section 339-i of the Condominium Act, an appropriate amendment to this Declaration may be filed by the Owner of the new Units

under the same file number and under the procedure set forth in Section 339-p of the Condominium Act.

Section 7.03.

Units may be leased in compliance with all Legal Requirements and the terms and conditions of this Declaration. Any lease of a Unit or any part thereof shall expressly provide that the acceptance thereof by the lessee shall constitute an acknowledgment that the rights of the lessee are subject to the terms, covenants and provisions of this Declaration.

ARTICLE VIII

OPERATION OF THE CONDOMINIUM

Section 8.01.

Subject to Section 2.10 of the By-Laws, the Board or the Retail Committee, as applicable, shall have the right and the obligation, as agent of and on behalf of all Owners or the Retail Owners, as applicable, to operate and maintain the General Common Elements or the Retail Common Elements, as applicable, and to make or cause to be made any and all repairs, replacements, additions, alterations and improvements thereto as in its opinion may be beneficial or necessary, subject to the terms and conditions of this Article VIII. In furtherance, but not in limitation, of the foregoing, the Board shall, directly or through the Retail Committee, as applicable: (a) keep the sidewalks, hallways, lobbies and other interior and exterior public spaces included in the General Common Elements and the Retail Common Elements, clean and free from dirt, graffiti, snow, ice, rubbish or obstructions; (b) provide security for, and keep well lit, the public spaces included in the General Common Elements and the Retail Common Elements; (c) keep the public hallways, public lobbies and other interior public spaces included in the General Common Elements and the Retail Common Elements, well lit and at a comfortable temperature during Operating Hours; (d) keep the public hallways, public lobbies and other interior public spaces included in the Retail Common Elements accessible to the public during Operating Hours; (e) put, keep and maintain the General Common Elements and the Retail Common Elements, in good order and working condition, and make all repairs and replacements thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, necessary to keep the General Common Elements and the Retail Common Elements in good order and working condition, and to comply with all applicable Legal Requirements and Insurance Requirements; (f) hire, pay and supervise, or cause to be hired, paid and supervised, all personnel reasonably required for the management, operation, security and, maintenance of the General Common Elements and the Retail Common Elements; (g) keep the façade of the Project clean and free from dirt and graffiti, in each case in compliance with the Standard; (h) enforce in a commercially reasonable manner all warranties in respect of the General Common Elements and Retail Common Elements; (i) enforce the Rules and Regulations on a uniform, non-discriminatory basis; and (j) install, maintain and replace, as required, all signs identified as "Project" on Exhibit N-1. The cost of operating and maintaining the General Common Elements shall be borne by all Owners as a General Common Expense. The costs of operating and maintaining the Retail Common Elements shall be borne by the Retail Owners as a Retail Common Expense. An y costs of operating, maintaining, repairing or replacing any

Owner's Installations or Limited Common Elements which are paid by the Board shall be allocated by the Board to the Unit served by such Owner's Installations or Limited Common Elements as a Unit Expense, as provided in Section 9.05. Notwithstanding anything to the contrary herein, the Occupant of each Unit shall be responsible for cleaning and maintaining the glass windows and/or doors incorporated in the storefront of such Unit, as provided in the Rules and Regulations.

Section 8.02.

(a) The Project shall be promoted, operated and maintained at all times as a first-class shopping center in the Market Area, in compliance with all Legal Requirements, Insurance Requirements and the Rules and Regulations (collectively, the "Standard"). The Board will operate and maintain, or cause to be operated and maintained, the General Common Elements and the Retail Common Elements so as to provide or cause to be provided, subject to delays caused by Force Majeure, such building services as may be reasonably necessary to permit the Owners to operate and maintain their Units and Limited Common Elements in accordance with the Standard (except to the extent that such services are to be provided by the Owner's Installations).

(b) Subject to Section 2.10 of the By-Laws, (i) the Board or the Retail Committee, as applicable, shall have the right to make such capital improvements to the General Common Elements or the Retail Common Elements as the Board or the Retail Committee deems necessary or appropriate to maintain the same in accordance with the Standard, and the cost of all such improvements shall be borne by the Owners, as a General Common Expense or a Retail Common Expense, as applicable, and (ii) special assessments may be levied by the Board to pay for the cost of such improvements (the "Capital Expenses"), and such assessments shall be allocated to and paid by the Owners in the percentages and using the methodology set forth in the General Common Expense or Retail Common Expense portion of the Expense Allocation Schedule, as applicable.

(c) When one or more Owners request that an alteration or improvement be made by the Board or the Retail Committee, as applicable to the General Common Elements or the Retail Common Elements which, in the opinion of the Board or the Retail Committee, as applicable, would be exclusively or substantially for the benefit of such Owner or Owners, the Board or the Retail Committee, as applicable, may, in its sole discretion, make or decline to make such alteration or improvement, and if the Board or the Retail Committee makes such alteration or improvement the cost thereof shall be charged to such Owner or Owners as a Unit Expense, in such proportion as the Board or the Retail Committee, as applicable, shall determine is fair and equitable.

(d) Prior to entering into a contract for services in connection with the operation and maintenance of the General Common Elements or the Retail Common Elements in an amount in excess of $50,000 (said $50,000 as increased in accordance with this Section 8.02(d), the "Current Base Amount"), the Board or the Retail Committee, as applicable, shall obtain bids for such services from not less than three (3) qualified providers of such services. The Board or the Retail Committee, as applicable, shall select the service provider on the basis of cost and experience. The Current Base Amount shall be increased

annually on January 1 of each year to an amount equal to the Consumer Price Index Fraction multiplied by the then Current Base Amount, but in no event less than the then Current Base Amount. Contracts for services with an Affiliate of an Owner in connection with the operation and/or maintenance of the General Common Elements or Retail Common Elements shall also be subject to Section 2.10 of the By-Laws.

Section 8.03.

No Owner shall repair, replace, alter or remove any of the Common Elements except in connection with emergency repairs, without in each case obtaining the prior written consent of the Board or the Retail Committee, as applicable. If any Owner shall make such emergency repairs, such Owner shall be entitled to reimbursement by the Board or the Retail Committee, as applicable, for the reasonable cost thereof, and any such reimbursement shall be deemed a General Common Expense or a Retail Common Expense, as the case may be.

Section 8.04.

The Board shall keep Common Charges, special assessments and Unit Expenses received by the Board (or the Retail Committee) in two separate bank accounts; one for monies representing each Unit's share of the General Common Expenses, special assessments and Unit Expenses, and the other for monies collected in respect of each Retail Unit's share of the Retail Common Expenses. The Board shall maintain or cause to be maintained records of all charges or sums received and of all expenditures or disbursements made, and such records shall be available to all Owners for inspection at reasonable times and on reasonable notice.

Section 8.05.

The Board or its designees shall have access from time to time to each Unit and its appurtenant Limited Common Elements, if any, upon reasonable notice during reasonable hours, except in the case of an emergency where no notice shall be necessary, to the extent necessary, in order to (a) inspect and, where the responsibility therefor is upon the Board, make repairs or improvements, to the Common Elements, (b) prevent damage to the Common Elements or a Unit or its appurtenant Limited Common Elements, (c) abate any violation of Legal Requirements or Insurance Requirements or (d) cure any default beyond the Applicable Cure Period by such Unit's Owner under this Declaration.

ARTICLE IX

MAINTENANCE, ALTERATION AND REPAIR OF UNITS

Section 9.01.

(a) No Owner shall perform or allow to be performed any work in or to its Unit or elsewhere in the Property (i) which would jeopardize the soundness or safety of the Development or impair any Common Elements or any easement or hereditament in the Development, or (ii) unless such work is performed in accordance with the terms and conditions of this Article IX.

(b) In connection with the employment of any contractors, workmen, labor, materials or equipment in the performance of any work each Occupant will cooperate with the Board so as promote labor harmony among its contractors or labor and contractors or labor employed by or on behalf of the Board in the construction, maintenance or operation of all or any portion of the Project. Notwithstanding the foregoing, nothing herein shall require the Board to change its desired labor practices and policies in respect of the Project or require the Board or any Occupant to engage union or non-union labor.

Section 9.02.

(a) Each Owner, at its own cost and expense, shall cause its Unit (including the related Owner's Installations and appurtenant Limited Common Elements), to be maintained, and shall make or cause to be made all necessary repairs and replacements thereto, interior or exterior, structural or non-structural, ordinary or extraordinary, in order to comply with the Standard.

(i) No Owner shall make or allow to be made any Major Change in, to or about, its Unit, its appurtenant Limited Common Elements or the Project, nor do any work in such connection, without in each case the prior written consent of the Board and the Affected Owner to the extent required in this Section 9.02(a)(i); provided, however, the consent or approval by the Board and/or the Affected Owner, as the case may be, shall not be required for Major Work of an Altering Owner necessary to effectuate restoration of its Unit, Limited Common Elements and/or Owner's Installations following a casualty to substantially the condition existing prior to the casualty provided that the Altering Owner complies with the requirements of this Section 9.02 hereinafter set forth. All Major Work shall be done at the expense of the Owner making such Change or whose Occupant is making the Change (the "Altering Owner") and by contractors approved by the Board, which approval shall not be unreasonably withheld or delayed, and in a manner and upon terms and conditions and at times, reasonably satisfactory to and approved by the Board. Each Major Change shall at all times comply with (1) this Declaration, (2) all Legal Requirements and Insurance Requirements, (3) the reasonable rules and regulations of the Board pertaining to safety, work hours and other requirements directed at minimizing interference with the operation of the Project in connection with the performance of such work, and (4) detailed plans and specifications (or any material change thereto) prepared by and at the expense, of the Altering Owner and a work plan prepared by the Altering Owner that describes in reasonable detail when, how and where the proposed work will be performed, which shall be subject to the approval of the Board prior to the execution of the work provided for therein, which approval shall not be unreasonably withheld or delayed. Three (3) copies of such detailed plan and specifications (or any material changes thereto), together with such work plan, a proposed list of contractors and any required permits, shall be delivered to the Board not less than thirty (30) days prior to the proposed commencement date of a Major Change. Subject to Section 9.02(a)(iii), a Major Change that is to be performed in, or otherwise adversely affects the systems serving, any other Unit (or the related Owner's Installations or appurtenant Limited Common Elements) will, subject to the proviso in the first sentence of this Section 9.02(a)(i), require the approval of the Board and the Owner of such affected Unit (the "Affected Unit"; such Owner being the "Affected Owner"), in which case (even if the proviso in the first sentence of this Section 9.02(a)(i) is applicable) the Altering Owner shall deliver to the Board and the Affected Owner three (3) copies of such

detailed plans and specifications (or any material change thereto), together with such work plan and list of contractors. Neither the Board nor the Affected Owner shall unreasonably withhold or delay its consent to any Major Change. The Board's consideration in giving or withholding its approval shall be confined to matters of appropriate concern to the Board. It shall be deemed reasonable for the Board to withhold its consent to any Major Change which, if implemented, could have a material adverse effect on the structural integrity of any portion of the Project, the building systems, the Common Elements, or the life-safety and other emergency systems and procedures in the Project. It shall be deemed reasonable for an Affected Owner to withhold its consent to any Major Change that will adversely affect, in any material respect, the use or operation of its Unit or appurtenant Limited Common Elements or the systems serving such Unit or appurtenant Limited Common Elements, whether during or after construction.

(ii) No such approval or consent hereinabove referred to in Section 9.02(a)(i) (including the approval referred to in the foregoing clause (4)) shall be required in connection with any Change in, to or about the Altering Owner's Unit or appurtenant Limited Common Elements which (i) is not structural, (ii) does not affect any of the Common Elements, (iii) will effect Changes only within the Altering Owner's Unit or appurtenant Limited Common Elements, (iv) will not involve connections to or modification to building systems not wholly within such Unit or appurtenant Limited Common Elements, unless such building systems serve exclusively such Unit or appurtenant Limited Common Elements and do not materially and adversely affect any space in the Project other than or in addition to such Unit or appurtenant Limited Common Elements, and (v) will be performed entirely within the Altering Owner's Unit or appurtenant Limited Common Elements (a "Minor Change"). Any Minor Change may be performed at such time or times as the Altering Owner may determine, and without being subject to any rules or regulations of the type described in clause (3) of Section 9.01(a)(i) and without obtaining the Board's prior approval of any plans or specifications for such Minor Change, provided that the performance thereof does not materially interfere with any other Occupant or with the Board's operation and maintenance of the Project and the Altering Owner complies with other applicable provisions of this Declaration and with applicable Legal Requirements and Insurance Requirements.

(iii) Notwithstanding anything to the contrary in Section 9.02(a)(i), if an Altering Owner seeks to install new conduits, lines, pipes, ducts, wires or other systems (collectively, "Conduits") exclusively serving the Altering Owner's Unit or appurtenant Limited Common Elements in the Unit or Limited Common Elements of another Owner or to relocate any existing Conduits serving the Altering Owner's Unit or appurtenant Limited Common Elements in the Unit or Limited Common Elements of another Owner, then the Affected Owner shall permit the installation or relocation of any such Conduit in the Affected Owner's Unit or appurtenant Limited Common Elements at the Altering Owner's expense, subject, however, to the rights of any Occupant other than the Affected Owner under any lease for the Affected Unit or any portion thereof, and provided that (A) the location of any such Conduit shall follow the same pathways in the Affected Unit or appurtenant Limited Common Elements as the then existing Conduits or, if not located in the same pathways, along the walls, within column enclosures and/or above a drop ceiling, if any, of the Affected Unit or appurtenant Limited Common Elements so as not to materially adversely affect the use of the Affected Unit or appurtenant Limited Common Elements (such locations being the "Acceptable Areas") and the Affected Owner shall have the right to approve the specific location of such Conduit within an

Acceptable Area, which approval shall not be unreasonably withheld or delayed, provided, however, with respect to Unit C, for so long as such Unit is owned by Target Corporation, its successors or permitted assigns, no Conduit shall be installed in any location in such Unit or any appurtenant Limited Common Elements, except within the same pathways in Unit C or its appurtenant Limited Common Elements as the then existing Conduits are located, without the approval of the Target Corporation, its successors or permitted assigns, (B) prior to commencing any such work, the Altering Owner shall submit to all Affected Owners three (3) copies of detailed plans and specifications, prepared by and at the expense of the Altering Owner, together with a work plan prepared by the Altering Owner that describes in reasonable detail when, how and where the proposed work will be performed and a list of all contractors the Altering Owner proposes to use, (C) the work shall be performed only by contractors approved by the Affected Owner, which approval shall not be unreasonably withheld or delayed, and in compliance with other applicable provisions of this Declaration and with applicable Legal Requirements and Insurance Requirements, (D) in installing or relocating any Conduit, the Altering Owner shall make all reasonable efforts to minimize interference with the use and operation of the Affected Unit or appurtenant Limited Common Elements or any portion thereof and in any event the work of installing and relocating such Conduit shall not necessitate closing the Affected Unit or appurtenant Limited Common Elements during its normal operating hours, and (E) the Altering Owner shall repair all damage to the Affected Unit and appurtenant Limited Common Elements or any portion thereof caused by any such work promptly following the completion thereof and in the event the Altering Owner fails so to complete such repairs the Affected Owner shall have the right to complete the same at the Altering Owner's cost and the Altering Owner shall reimburse the Affected Owner for all reasonable costs incurred in connection therewith with interest thereon at the Interest Rate from the date of demand.

(iv) If for any reason the Board or the Affected Owner shall fail to respond to any written request (specifying, in the case of a withholding of an approval or in the case of a disapproval, the reasons therefor in reasonable detail) within twenty (20) days after the date the Altering Owner's written request is made (or, if an emergency exists which has arisen from causes beyond the Altering Owner's reasonable control, such shorter period as the Altering Owner shall reasonably determine and communicate to the Board and any Affected Owner), the Altering Owner may at any time thereafter make a second request for such consent or approval, and if the Altering Owner shall make the second request the Board and any such Affected Owner, as applicable, shall be deemed to have given its approval unless the Board or any such Affected Owner gives the Altering Owner notice of disapproval (which notice shall specify the reasons for the disapproval in reasonable detail) within ten (10) days after the date the Altering Owner's second request is made (or, if an emergency exists which has arisen for causes beyond the Altering Owner's reasonable control, such shorter period as any such Altering Owner shall reasonably determine and communicate to the Board and any such Affected Owner).

(v) An Altering Owner shall pay to the Board as a Unit Expense, and to any Affected Owner, the actual costs and expenses incurred by the Board or any Affected Owner in reviewing the plans and specifications and workplan for a Major Change and inspecting such Major Change, including the fees of any professionals engaged by the Board or the Affected Owner to review the plans and specifications and workplan.

(vi) Notwithstanding anything herein to the contrary, if a Major Change affects only the Retail Common Elements, the references herein to the approval and other rights of the Board shall be deemed to refer to the approval and other rights of the Retail Committee.

(b) Within ninety (90) days after completion of any Major Change, the Altering Owner shall furnish the Board and any Affected Owner with complete "as built" plans and specifications for such Change.

(c) No Owner shall permit any work to be undertaken in connection with a Change unless each contractor and subcontractor performing such work shall procure and maintain in full force and effect throughout the prosecution thereof, the insurance required under Section 11.01(b) hereof, and shall provide the Board and the Affected Owner with certificates evidencing such insurance prior to commencing such work. If any work is to be performed in an Affected Unit or appurtenant Limited Common Elements, the Affected Owner and its Institutional Mortgagee, if any, shall be named as an additional insured on any liability insurance procured pursuant to Section 11.01(b).

(d) Each Altering Owner (the "Indemnifying Owner") shall defend, indemnify and hold harmless its Institutional Mortgagee, the Board, the Retail Committee, and all other Owners or Occupants against all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including, without limitation, counsels' fees and disbursements incurred in the defense thereof) which such Institutional Mortgagee, the Board, the Retail Committee, or such other Occupants may be subject to or suffer by reason of the Indemnifying Owner's acts or omissions in connection with the undertaking or performance of any Change, including, without limitation, any of the foregoing arising from such Institutional Mortgagee, the Board, the Retail Committee, or such other Occupants becoming subject to additional Legal Requirements or Insurance Requirements as a consequence of such Change to which such Institutional Mortgagee, the Board, the Retail Committee or such other Occupants would not otherwise be subject.

Section 9.03.

(a) Each Owner shall give prompt notice to the Board of any written notice it receives of the violation of any Insurance Requirements or Legal Requirements affecting any Unit or the Project and, subject to Section 9.03(b), shall comply, and cause all Occupants of its Unit to comply, with all Insurance Requirements and Legal Requirements applicable to such Owner's Unit, Limited Common Elements or any portion thereof.

(b) Each Owner shall have the right to contest, by appropriate legal proceedings prosecuted with due diligence and in good faith, in the name of such Owner or the Board or both, without cost or expense to the Board, the validity or application of any Legal Requirement or Insurance Requirement to its Unit or appurtenant Limited Common Elements, and, if compliance therewith pending the prosecution of any such proceeding may legally be held in abeyance without (i) incurring a lien, charge or liability of any kind against the Property, (ii) subjecting any Owner or the Board to any civil liability in respect of which the Board and such Owners are not indemnified by the contesting Owner (or in respect of

which such indemnification is unenforceable) or any criminal liability for failure so to comply therewith, (iii) impairing any insurance coverage on any part of the Property or (iv) subjecting any part of the Property to being condemned or vacated, then the Owner may postpone compliance therewith until the final determination of any proceedings. The Board shall cooperate with such Owner in such proceedings, provided that:

(i) such Owner shall defend, indemnify and hold harmless the Board and each other Owner against all liability, loss or damage which the Board or such other Owner shall suffer by reason of such contest (and any noncompliance in connection therewith), including reasonable attorneys' fees and other expenses reasonably incurred by the Board or such other Owner; and

(ii) such Owner shall keep the Board and each other Owner advised as to the status of such proceedings.

Section 9.04

(a) Notwithstanding anything in this Article IX or otherwise in this Declaration to the contrary, the Parking Unit Owner may, at its sole cost and expense and without the consent of the Board, the Retail Committee or any other Owner, install the Garage Roof (collectively, the "Garage Roof Work") and perform the Central Parking Structure Deferred Work in compliance with all Legal Requirements and Insurance Requirements and in a manner architecturally, aesthetically and structurally consistent with the Project, using materials comparable in quality to those used in the Central Parking Structure and so as to minimize interference with the operation of the Central Parking Structure and its use by Occupants and their invitees. Any Garage Roof Work and Central Parking Structure Deferred Work may be performed at such time or times as the Parking Unit Owner may determine, upon at least thirty (30) days prior written notice to the Board of the commencement of the Garage Roof Work, and without being subject to Sections 9.01 and 9.02 of this Declaration except, to the extent such Garage Roof Work or the Central Parking Structure Deferred Work is a Change, the Garage Roof Work shall be subject to Section 9.02(b), (c) and (d). The Garage Roof Work shall be performed in such a manner as to not materially and adversely affect the Operation of the Property or any Occupant's use of its Unit (or any portion thereof) or the Common Elements in accordance with the terms of this Declaration. Notwithstanding the foregoing, the Garage Roof Work and the Central Parking Structure Deferred Work shall not be performed between November 15 and December 31 of any year without the consent of the Owner of the Target Unit.

(b) Notwithstanding anything in this Article IX or otherwise in this Declaration to the contrary, the Owners of the East Retail Unit and the West Retail Unit shall, at their sole cost and expense and without the consent of the Board, the Retail Committee or any Owner, but on behalf of the Board, cause the Esplanade (as same may be demolished and reconstructed pursuant to this Section 9.04(b), the "Esplanade Installation Work") to be installed and the initial construction of the Project (the "Completion Work") to be completed in compliance with all Legal Requirements and Insurance Requirements. The Esplanade Installation Work is intended to be done in connection with the development of Phase II or earlier if necessary to obtain a temporary certificate of occupancy for the Project

or any part thereof, and the Owners of the East Retail Unit and the West Retail Unit shall give or cause to be given to the Board at least thirty (30) days prior written notice of the commencement of the Esplanade Installation Work. If the Esplanade Installation Work is done earlier in order to obtain a temporary certificate of occupancy for the Project or any part thereof, the Esplanade Installation Work may thereafter be demolished and reconstructed in connection with the development of Phase II provided such demolition and reconstruction does not impair the effectiveness of the temporary certificate of occupancy for the Project. The Owners of the East Retail Unit and the West Retail Unit, and the Person performing the Esplanade Installation Work and Completion Work, and their respective employees, agents and contractors shall have the right of access to the Project to perform the Esplanade Installation Work and Completion Work. The performance of the Esplanade Installation Work and the Completion Work shall be done in compliance with all Legal Requirements and Insurance Requirements, but shall not otherwise be subject to the terms of this Article IX and shall be performed in such a manner as to not materially and adversely affect the Operation of the Property or any Occupant's use of its Unit (or any portion thereof) or the Common Elements in accordance with the terms of this Declaration.

Section 9.05.

If any Owner shall fail to perform its obligations under this Declaration, the Board may perform such obligations for the account and at the expense of such Owner (a) immediately or at any time thereafter, and without notice, in the case of a failure which in the judgment of the Board could result in personal injury or material property damage or (b) upon not less than fifteen (15) days' notice in the case of any other failure, or, in the case of a failure which for causes beyond such Owner's control cannot with due diligence be cured within said fifteen (15)-day period, such longer period of time as shall be necessary, provided that such Owner, promptly upon receipt of such notice from the Board, gives the Board notice of such Owner's intention to duly institute all steps necessary to remedy such failure, and thereafter diligently prosecutes to completion all steps necessary to remedy the same. In performing such obligations of any Owner, the Board shall use commercially reasonable efforts to minimize interference with any Occupant's normal business operations (but the Board shall not thereby be required to incur overtime or other additional expense to do so). If the Board incurs any expenditures or obligations for the payment of money, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding by reason of any failure or default of such Owner, such sums paid or obligations incurred shall be charged to such Owner as a Unit Expense and shall bear interest at the Interest Rate from the date charged until the date paid. Notwithstanding clause (a) of the first sentence of this Section 9.05, the Board shall use reasonable efforts to give prior notice (which may be oral) to any Occupant of any entry pursuant to such clause (a) into the Unit it occupies. The rights of the Board under this Section 9.05 are in addition to, and not in limitation of, any other rights of the Board or any Unit Owner under this Declaration.

ARTICLE X

BY-LAWS

Section 10.01.

The By-Laws, a true copy of which is annexed hereto, are made a part of this Declaration.

ARTICLE XI

INSURANCE

Section 11.01.

(a) Each Owner shall maintain, or cause to be maintained, the following types of insurance with respect to its Unit: (i) Commercial general liability insurance and automobile liability insurance on an occurrence basis in an amount not less than $10,000,000 per occurrence and $10,000,000 in the aggregate per location (which $10,000,000 coverage may be satisfied in part by an umbrella policy provided that at least $1,000,000 coverage is effected by a primary commercial general liability insurance policy), subject to increases from time to time, but not earlier than the fifth anniversary of the date hereof and no more frequently than once every five years thereafter, as determined by the Board based on the coverage customarily obtained by prudent owners of comparable properties in the New York metropolitan area, naming such Owner as the insured, and the Board, the Managing Agent, any Institutional Mortgagee having a lien on the applicable Unit, each owner of a Unit in the Condominium from time to time and such other persons having a direct or indirect ownership or economic interest in or contractual relationship with the Project or any portion thereof that the Board identifies to such Owner as additional insureds, to afford protection against claims for bodily injury, personal injury, death or property damage occurring in or about such Owner's Unit or the Project, by reason of any activity by it or its agents, employees, contractors or licensees in, upon, adjacent to or connected with such Owner's Unit, its Owner's Installations, its Limited Common Elements or the Project or any part thereof, and containing a broad form contractual liability endorsement insuring its indemnity obligations under this Declaration and an endorsement covering all operations of such Owner (and in the case of any Unit whose Occupants use shopping carts, the commercial general liability insurance policy required herein shall not exclude coverage for bodily injury, personal injury, death or property damage in the Parking Unit arising from shopping carts used by patrons of any Occupant of such Unit; (ii) Worker's compensation insurance and New York State disability benefits insurance covering all workers employed by such Owner in such Unit in at least the minimum amount prescribed by law; (iii) Special form formerly known as all risk property insurance and comprehensive boiler and machinery coverage insuring the alterations, improvements and additions, and the furniture, fixtures, machinery and all other personal property of Owner contained within such Owner's Unit and its Limited Common Elements, including, without limitation, its Owner's Installations, for the full replacement cost thereof; and (iv) Rental income insurance in an amount equal to two years' Common Charges and Unit Expenses, which coverage shall be provided on an actual loss sustained

basis and shall be insured under the special form formerly known as all risk property policy and boiler and machinery policy. The general liability and umbrella policies referenced in Section 11.01(a)(i) shall include coverage for products and completed operations, unintentional errors or omissions, knowledge and notice of occurrence, and cross liability coverage. Such general liability insurance may, at the election of such Owner, be effected under a master policy covering other properties as well as the Unit, in which case such policy shall include a provision that the commercial general liability aggregate limits prescribed above shall apply separately to each location insured under the policy. If an Owner is entitled to self-insure in accordance with the provisions of Section 11.09 of this Declaration and maintains general commercial liability aggregate limits in an amount of at least $25,000,000, it need not maintain the general liability aggregate limits on a per location basis.

(b) In addition to the insurance required under Section 11.01(a), during the construction of any Change, the Altering Owner shall carry, or require its contractor(s) to obtain, (i) commercial general liability insurance, including, without limitation, coverage for completed operations, on an occurrence basis in an amount not less than $10,000,000 per occurrence and $10,000,000 in the aggregate (which $10,000,000 coverage may be satisfied in part by an umbrella policy provided that at least $1,000,000 coverage is effected by a commercial general liability insurance policy), subject to increases from time to time, but not earlier than the fifth anniversary of the date hereof and no more frequently than once every five years thereafter, as determined by the Board based on the coverage customarily obtained by prudent owners of comparable properties in the New York metropolitan area, to afford protection for personal injury, death or property damage, against claims for bodily injury, personal injury, death or property damage occurring by reason of any activity by the Altering Owner or its agents, employees, contractors or licensees in, upon, adjacent to or connected with the Property or any part thereof and containing a contractual liability endorsement insuring its indemnity obligations under this Declaration and an endorsement, covering all operations of the Altering Owner, (ii) worker's compensation insurance covering all persons employed in connection with the construction activities in statutory limits, (iii) builder's risk insurance on an all risk basis, completed value form, covering all physical loss for full replacement value, including a permission to complete and occupy endorsement if required by such builder's risk insurance policy, covering the interests of such Owner, the Board, their respective contractors and subcontractors, any Affected Owner, and any Institutional Mortgagee of the Altering Owner or the Affected Owner, in all work incorporated in the Project and all materials and equipment on or about the Property, and (iv) such other insurance, in such amounts, as the Board deems reasonably necessary based on the coverage customarily obtained by prudent owners of comparable properties in the New York metropolitan area to protect the Board's and the Affected Owners interest in the Property from acts or omissions of the Altering Owner's contractors and subcontractors.

(c) Each policy of insurance required to be maintained by an Owner pursuant to Sections 11.01(a) and (b), and each other insurance policy purchased by or on behalf of an Owner, shall cite and insure the indemnity provided for in Section 9.03(b), shall, subject to Section 11.09, have a deductible not to exceed $10,000, as such amount may be adjusted from time to time by the Board in its reasonable discretion (the "Maximum Deductible") and shall provide that:

(i) the policy may not be terminated or substantially modified without at least thirty (30) days' prior written notice to the Board, the insuring Owner's Institutional Mortgagee, each Affected Owner, and the Managing Agent by certified mail, return receipt requested;

(ii) with respect to property insurance, (x) the loss payable thereunder shall be paid to the applicable Owner; and (y) the insurer waives its right to subrogation with respect to any possible claim against the Board, the other Owners, the Institutional Mortgagees of the other Owners, the Occupants, the Managing Agent and the respective agents, contractors and employees of each of the foregoing (the obligation to obtain such waiver in favor of any of the foregoing Persons being conditioned upon any property insurance policy for the Property carried by such Persons containing a mutual waiver in favor of such Owner);

(iii) the insurer shall, at the request of the Board, furnish certificates of insurance to the Board;

(iv) with respect to liability insurance, the Board, the insuring Owner's Institutional Mortgagee, each Affected Owner, and the Managing Agent are named as additional insureds; and

(v) with respect to liability insurance, such insurance shall provide for severability of interests.

Section 11.02.

Premiums on each insurance policy purchased by an Owner in accordance with Section 11.01 shall be paid by such Owner prior to the due date thereof. If an Owner shall fail to obtain or maintain such insurance policies, or shall fail duly to pay the premium due on such insurance policies, the Board may obtain such policies and pay such premiums and charge the cost thereof to such Owner as a Unit Expense.

Section 11.03.

If an Owner shall be found liable on a cause of action not covered by insurance, or if the damages suffered or liability incurred by such Owner shall be for a sum greater than the insurance award, such amounts or excesses shall be borne solely by such Owner.

Section 11.04.

(a) The Board shall maintain the following types of insurance insuring the General Common Elements and the Retail Common Elements (excluding any Owner I&B which shall be covered, if at all, under Optional I&B Coverage pursuant to Section 11.04(f) hereof) and, with respect to property insurance only, the Central Parking Structure (other than any furniture, fixtures, machinery, signage and all other personal property contained within the Central Parking Structure), the Insured Residential Tower Property and the Structural Supports to the extent not otherwise included in the aforesaid categories: (i) Special form formerly known as all risk property insurance insuring against loss or damage customarily included in all risk or special form perils property insurance policies and

including coverage for insurance hazards as, under good insurance practices from time to time, are insured against for other property and buildings comparable to the Development in use, location, height and type of construction, each for the full replacement cost of the Development as such value is determined from time to time by appraisal at the request of any Unit Owner, the Homeowners Association or Institutional Mortgagee, provided that, in no event, shall any such appraisal be required to be undertaken more than once in any five (5) year period, and with such deductibles (if any) as may be reasonably determined by the Board based on the deductibles customarily maintained by prudent owners of comparable commercial properties in the New York metropolitan area, naming the Board and each Owner or, with respect to the Central Parking Structure, the Owner of the Parking Unit, each Residential Condominium and the Homeowners Association, as their interests may appear, as named insureds, and all Institutional Mortgagees and Residential Unit Mortgagees as mortgagees under a standard New York mortgagee clause, as their interests may appear, which insurance shall include coverage for costs of demolition and increased cost of construction, including increased costs arising out of changes in applicable laws and codes regulating reconstruction following a loss, in an amount of not less than $20,000,000, and shall contain a waiver of co-insurance provisions; (ii) Terrorism insurance to the extent available at commercially reasonable rates, covering the General Common Elements and the Retail Common Elements, the Central Parking Structure (other than furniture, fixtures, machinery, signage and all other personal property contained within the Central Parking Structure), the Insured Residential Tower Property and the Structural Supports to the extent not otherwise included in the aforesaid categories, with deductibles as the Board, and with limits and other terms as the Board and the Homeowners Association, from time to time, may reasonably determine; (iii) Comprehensive boiler and machinery coverage on a replacement cost basis in the minimum amount of $50,000,000 per accident covering all physical damage to the General Common Elements and the Retail Common Elements, the Central Parking Structure (other than furniture, fixtures, machinery, signage and all other personal property contained within the Central Parking Structure), the Insured Residential Tower Property and the Structural Supports to the extent not otherwise included in the aforesaid categories, with deductibles as the Board, and with limits and other terms as the Board and the Homeowners Association, from time to time, may reasonably determine, and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Board and the Homeowners Association, from time to time may determine, and covering the interests of the Board and each Owner or, with respect to the Central Parking Structure, the Owner of the Parking Unit, and each Residential Condominium and the Homeowners Association, as their interest may appear, as named insureds, and all Institutional Mortgagees and Residential Unit Mortgagees as mortgagees under a standard New York mortgagee clause, as their interests may appear, which insurance policy shall contain a waiver of the coinsurance provisions; (iv) Workers Compensation insurance and New York State disability benefits insurance as required by law, and Employers Liability coverage with limits of not less than $1,000,000 covering any employees of the Condominium (provided, however, that if the Condominium does not have any direct employees, such insurance shall be purchased on an "if any" basis); (v) Crime insurance covering the Board and all officers, directors, and employees of the Condominium and of any managing agent(s) of the Condominium with limits of not less than the greater of (a) $2,000,000 or (b) two months of the then annual Common Charges paid in the aggregate by all Unit Owners at the time of purchase or renewal of such policy; (vi)

Commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury, death or property damage in at least such amounts as are from time to time carried by prudent owners of comparable properties in the New York metropolitan areas and in any event not less than the amount of $20,000,000 naming the Managing Agent and all Owners' Institutional Mortgagees, the Residential Condominiums and the Homeowners Association as additional insureds; (vii) directors and officers insurance for the benefit of the Board and the Retail Committee with limits of no less than $10,000,000; and (viii) such other insurance, in such amounts, as the Board (and, with respect to property insurance, the Homeowners Association) may, in its or their reasonable discretion, determine, provided and so long as such insurance is customarily obtained by prudent owners of comparable properties in the New York metropolitan area. The amounts of the insurance coverages specified in this Section 11.04(a) shall be subject to increases from time to time, but not earlier than the fifth anniversary of the date hereof and no more frequently than once every five years thereafter, as reasonably determined by the Board (and with respect to property insurance only, together with the Homeowners Association) based on the amounts customarily maintained by prudent owners of comparable properties in the New York metropolitan area, provided, however, deductibles for coverages under this Section 11.04(a)(i) shall be reasonably determined by the Board at any time and from time to time based on deductibles customarily maintained by prudent owners of comparable commercial properties in the New York metropolitan area.

(b) With respect to property insurance, the insurance under this Section 11.04 shall be effected under policies providing that:

(i) the loss payable thereunder shall be paid to the Insurance Depository or the Entitled Recipient in accordance with Section 12.01(a) if the proceeds do not exceed the Insurance Threshold;

(ii) such insurance shall be without contribution as respects Common Elements and the Insured Residential Tower Property only, regardless of insurance against the same risks carried by Owners and Occupants or Residential Parcel Owners individually; and

(iii) the insurer waives its right to subrogation with respect to any possible claim against the Owners, the Institutional Mortgagees, the Occupants, the Managing Agent, the Residential Parcel Owners, Residential Unit Mortgagees, the Residential Boards, the Homeowners Association and the respective agents, contractors and employees of each of the foregoing (the obligation to obtain such waiver in favor of any of the foregoing Persons being conditioned upon any property insurance policy for the Property or the Insured Residential Tower Property carried by such Persons containing a mutual waiver in favor of the Board).

(c) All policies maintained by the Board pursuant to Section 11.04(a)(i), (ii), (iii) and (viii) (to the extent of any other insurance referred to in clause (viii) that is property insurance (the "Property Insurance Policies")) shall provide that adjustment of loss shall be made exclusively by (i) the Parking Unit Owner if the loss involves only the Central Parking Structure, (ii) the Homeowners Association if the loss involves only the Insured Residential Tower Property, (iii) the Board if the loss involves the General Common Elements or the Retail Common Elements or either of the General Common Elements or

Retail Common Elements and the Central Parking Structure and (iv) the Board and the Homeowners Association if the loss involves the General Common Elements or the Retail Common Elements, or either of the General Common Elements or Retail Common Elements and the Central Parking Structure, and the Insured Residential Tower Property. All Insurance Proceeds of the Property Insurance Policies with respect to any loss shall be payable to the Person (the "Entitled Recipient") entitled to adjust the loss as provided in this Section 11.04(c), except that Insurance Proceeds in excess of an amount (the "Insurance Threshold") that is the greater of $500,000 and an amount equal to $500,000 multiplied by the Consumer Price Index Fraction shall be payable to the Insurance Depository and Insurance Proceeds in respect of the Central Parking Structure shall be disbursed to the Owner of the Parking Unit in accordance with Section 12.05. Any dispute between or among the Owners, the Board or the Homeowners Association under this Section 11.04(c) shall be resolved by arbitration in accordance with the provisions of Section 16.07 hereof.

(d) Upon not less than thirty (30) days prior written notice to the Board, the Board shall amend the Property Insurance Policies to cover the Insured Residential Tower Property or any additional Insured Residential Tower Property, as applicable, appurtenant to any Residential Tower, the Residential Easement Area Roof and/or the Overburden in the Residential Recreational Area, as applicable, it being the intention to cover the respective components of the Insured Residential Tower Property as the construction of each Residential Tower and Residential Tower appurtenances are completed and the builder's risk policy(ies) in effect during initial construction are terminated.

(e) The Board, upon request, shall furnish to each Owner, each Institutional Mortgagee, each Residential Unit Mortgagee and the Homeowners Association certificates of insurance evidencing the insurance carried by the Board, a certified copy of the policies, and proof of payment of any applicable premium thereon.

(f) Except as set forth herein, the Board shall not be required to obtain any so-called "All Risk" or Special Form Perils property insurance coverage with respect to the Improvements and Betterments (as defined in Schedule 1A of the By-Laws) within or constituting part of any Unit, the Central Parking Structure or with respect to Improvements and Betterments within or consituting part of any Residential Tower beyond Insured Residential Tower Property (in each case, "Owner I&B"). Any Unit Owner or the Homeowners Association may request and the Board (to the extent obtainable and maintainable) shall obtain and maintain for its benefit any additional coverage with respect to Owner I&B in such limits as such Person shall see fit (collectively, the "Optional I&B Coverage") and may require that all proceeds of any such Optional I&B Coverage (to the extent that it can be determined with reasonable certainty that such proceeds relate to such Optional I&B Coverage and not to insurance purchased by the Board on its own behalf) be payable to such Person or as such Person directs (and if, notwithstanding such requirement, proceeds are paid to the Board or the Insurance Depository, then notwithstanding any other provision of these By-Laws to the contrary, such proceeds shall be turned over to such Person or as such Person directs); provided, however, that (A) the cost of such Optional I&B Coverage shall be borne entirely by the Person requesting it (as set forth on Schedule 1 of the By-Laws) and such Person shall indemnify the Board from any loss, cost and expense (including reasonable attorney's fees) in connection therewith and (B) the Optional I&B

Coverage shall not (i) preclude the Board from purchasing, for itself, insurance coverage similar to such Optional I&B Coverage or from receiving proceeds from any Board insurance, (ii) cause the Board insurance to be diminished in any material respect or (iii) adversely affect the interests of the Unit Owners or the Board. In the event that more than one Person shall request Optional I&B Coverage, the Board shall aggregate such requested amounts and obtain such Optional I&B Coverage and allocate the expense of such coverage among such requesting Persons in accordance with the Expense Allocation Schedule. Additionally, in the event that the cost of such aggregate Optional I&B Coverage is not separately identifiable from the costs of the base insurance coverage (core and shell and other Improvements and Betterments required to be maintained by the Board), the Board shall obtain an opinion from the a licensed insurance professional for purposes of determining the allocable share attributable to the Optional I&B Coverage out of the entire insurance expense of the Board and then such additional cost attributable shall be allocated as set forth above. The proceeds from any Optional I&B Coverage, to the extent the proceeds are not separately allocated by the insurer to the covered Unit Owners, shall be distributed by the Board to those Unit Owners covered by the Optional I&B Coverage in amounts as determined by a Certifying Professional taking into consideration the respective damage or destruction with respect to such Units or such other property covered by the Homeowners Association's Optional I&B Coverage, the total damage or destruction with respect to all covered Units and such other covered property and specific amounts of Optional I&B Coverage that have been procured at the request and on behalf of the affected Unit Owner(s).

Section 11.05.

(a) No Owner shall commit or permit any violation of the insurance policies purchased by any Owner or the Board pursuant to this Article XI, or do or permit anything to be done, or keep or permit anything to be kept, in any Unit, Limited Common Elements or elsewhere in the Project, which in case of any of the foregoing (i) could result in the termination of any of such policies, (ii) could adversely affect the right of recovery under any of such policies or (iii) could result in reputable and independent insurance companies refusing to insure the property covered thereby in the amounts required by this Article XI. If the rate of premiums payable with respect to the Property Insurance Policies carried by the Board shall be increased by reason of the use to which any Unit, or its appurtenant Limited Common Elements or a portion thereof is put or anything that is done or kept in any Unit or its appurtenant Limited Common Elements or a portion thereof, or as a result of the failure of any Occupant to comply with reasonable Insurance Requirements with respect to the Unit occupied, or its appurtenant Limited Common Elements used, by such Occupant, or as a result of the failure of any Owner to comply with this Declaration, there shall be charged to such Owner as a Unit Expense the additional premiums which shall be so payable by the Board. Each Owner shall perform and satisfy the reasonable requirements of the companies writing the insurance policies purchased by such Owner or the Board pursuant to this Article XI. All insurance policies required hereunder shall be issued by companies of good standing in New York State and rated by A.M. Best's Insurance Reports (or any successor publication of comparable standing) as A/VIII or better (or the equivalent rating in the case of a successor publication), except that those insurance carriers providing umbrella or excess liability coverage will be required to have an A.M. Best Rating of A/X or better, or the then equivalent of such ratings (the "Insurance Standard").

(b) No Residential Parcel Owner shall commit or permit any violation of the Property Insurance Policies, or do or permit anything to be done, or keep or permit anything to be kept, in the Residential Parcel, which in the case of any of the foregoing (i) could result in the termination of such policies, (ii) could adversely affect the right of recovery under any of such policies or (iii) could result in reputable and independent insurance companies refusing to insure the property covered thereby in the amounts required under Section 11.04(a)(i), (ii) and (iii). If the rate of premiums payable with respect to the Property Insurance Policies carried by the Board shall be increased by reason of the use to which any portion of the Residential Parcel is put or anything that is done or kept in any portion of the Residential Parcel, or as a result of the failure of any occupant of the Residential Parcel to comply with reasonable Insurance Requirements with respect thereto, or as a result of the failure of any occupant of the Residential Parcel to comply with the provisions of Exhibit M, there shall be charged to the Homeowners Association the additional premiums which shall be payable by the Homeowners Association on behalf of such occupant. Each occupant of the Residential Parcel shall perform and satisfy the reasonable requirements of the companies writing the Property Insurance Policies.

(c) If the rate of premiums payable with respect to the Property Insurance Policies carried by the Board shall be increased by reason of the use to which any portion of the General Common Elements or Retail Common Elements is put or anything that is done or kept in any portion of the General Common Elements or Retail Common Elements, or as the result of the failure to comply with reasonable Insurance Requirements or this Declaration with respect thereto, the additional premiums shall be charged to and be payable by the Owners.

Section 11.06.

If the Board should be found liable on a cause of action not covered by insurance, or if the damage suffered or liability incurred by the Board or the Condominium shall be for a sum greater than the insurance award, such amounts or excesses shall be charged to the Owners in accordance with their share of the General Common Interests, or Retail Common Interests, as applicable, unless otherwise expressly provided in this Declaration.

Section 11.07.

(a) Notwithstanding anything to the contrary herein, the Board and the Homeowners Association shall designate an Insurance Depository to act as an insurance trustee to hold the proceeds, in excess of the Insurance Threshold, (together with the Additional Amounts, the "Insurance Proceeds"), of any property insurance maintained by the Board for repair or restoration of the Project, the Insured Residential Tower Property or any portion thereof (the "Restoration Work"). The Board shall pay or cause to be paid to the Insurance Depository any and all Insurance Proceeds received by it, other than Insurance Proceeds received by it pursuant to Section 12.01(a)(i), and any Common Charges or other charges required to be paid by the Owners or the Homeowners Association on behalf of the Residential Parcel Owners in respect of the excess, if any, in the cost of such repair or restoration over the net Insurance Proceeds received (such excess, the "Restoration Shortfall"), to be held in trust pursuant to a depository agreement (the "Depository

Agreement"), in substantially the form annexed hereto as Exhibit X, to be entered into by and between the Board and/or the Homeowners Association and/or a Unit Owner that is the Entitled Recipient(s), as applicable, and the Insurance Depository. The Insurance Depository shall hold and disburse the restoration funds in accordance with Section 12.05 hereof and the Depository Agreement. Each Owner, the Homeowners Association, and Residential Board, as applicable, shall be obligated to pay to the Insurance Depository promptly after demand therefor that portion, if any, of any insurance proceeds payable to the Insurance Depository hereunder and received by such Owner, the Homeowners Association, or the Residential Board, as applicable. Each Owner shall be obligated to pay as a Unit Expense its allocable share of any Restoration Shortfall in accordance with such Unit's percentage with respect to "Base Coverage" as set forth in Schedule 1 of the By-Laws. Any Restoration Shortfall in respect of the Central Parking Structure or the Insured Residential Tower Property for which Insurance Proceeds were received shall be paid in its entirety by the Owner of the Parking Unit as a Unit Expense or by the Homeowners Association, as applicable.

(b) Eurohypo AG, New York Branch is designated as the initial Insurance Depository for the Condominium and the Residential Parcel until (i) it elects, on not less than sixty (60) days' prior notice to the Board and the Homeowners Association, to resign from its role as Insurance Depository, (ii) fails to materially comply with its obligations as Insurance Depository and is removed by the Board and the Homeowners Association, or (iii) the refinancing of the Initial Construction Loan, whichever first occurs.

(c) The fees and expenses of the Insurance Depository shall constitute a General Common Expense unless the Insurance Depository is holding and disbursing Insurance Proceeds for (i) a single Unit Owner only or the Residential Parcel Owners only, in which case the Unit Owner or the Homeowners Association on behalf of the Residential Parcel Owners, as applicable, shall pay the fees and expenses of the Insurance Depository or (ii) the Board and/or any Unit Owner and the Homeowners Association, in which case each shall pay its share of said fees and expenses based on its Allocation Ratio.

(d) Any interest paid or received by the Insurance Depository on monies or securities held in trust, or any gain on the redemption or sale of any securities and the value of any collateral delivered to the Insurance Depository pursuant to Section 12.05(h) (collectively, the "Additional Amounts"), shall be added to the monies or securities so held in trust by the Insurance Depository.

(e) The Insurance Proceeds collected on account of casualty, the sums received by the Insurance Depository from collections of assessments against the Owners or the Homeowners Association on behalf of the Residential Parcel Owners on account of such casualty and the Additional Amounts shall constitute a construction trust fund which shall be disbursed in payment of the costs of repair as provided herein. If there is any surplus of monies in the construction fund after the repair has been fully completed and all costs paid, such sums shall be disbursed to the Entitled Recipient. If the Entitled Recipient is the Board and the Homeowners Association, as between the Board and the Homeowners Association, the surplus shall be disbursed based on their respective Allocation Ratios. If the Entitled Recipient is the Board such surplus in respect of Reconstruction Work relating to (i) the General Common Elements or Retail Common Elements shall be disbursed to the Unit

Owners in accordance with such Unit's percentage with respect to "Base Coverage" as set forth in Schedule 1 of the By-Laws; and (ii) the Central Parking Structure shall be disbursed to the Owner of the Parking Unit.

Section 11.08.

Each Owner (the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner and the Board (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Property, which loss or damage is of the type covered by the insurance required to be maintained under Section 11.01(a)(iii), irrespective of the amount of such insurance required or actually carried, including any deductible or self insurance reserve. The Board hereby releases and waives for itself, and each Person claiming by, through or under it, each Owner and Residential Parcel Owner from any liability for any loss or damage to all property of the Board located upon any portion of the Property or the Residential Parcel, which loss or damage is of the type covered by the insurance required to be maintained under Section 11.04(a)(i), (ii) and (iii), irrespective of the amount of such insurance required or actually carried, including any deductible or self insurance reserve.

Section 11.09.

(a) In the case of any Unit Owner, the limitation on the amount of the deductible set forth in Section 11.01(c) shall not apply for so long as (i) the Net Worth of such Unit Owner is not less than the Requisite Net Worth, (ii) unless such report is available on a website maintained by the Unit Owner, such Unit Owner delivers to the Board upon request each calendar year a copy of its annual report that is audited by an independent certified public accountant, (iii) such annual report discloses that such Unit Owner has a Net Worth that is not less than the Requisite Net Worth, (iv) the coverage afforded under such Unit Owner's program of self-insurance shall be at least as broad as the coverage provided under standard policies of commercial general liability insurance (including coverage of additional insureds, claim settlement and payment procedures and legal defense obligations), and (v) such Unit Owner furnishes to the Board, upon request, evidence of compliance with (x) the provisions of this Section 11.09 and (y) the provisions of this Article XI with respect to any insurance actually purchased by such Unit Owner in respect of its Unit or the Property pursuant to this Article XI.

(b) All amounts to be paid by such Unit Owner under its program of self-insurance shall be treated as insurance proceeds for all purposes of this Declaration. If such Unit Owner elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, such Unit Owner shall undertake the defense of such claim, at such Unit Owner's sole cost and expense, and use such Unit Owner's own funds to pay any claim or otherwise provide the funds which would have been available from insurance proceeds but for such election by such Unit Owner to self-insure.

Section 11.10.

(a) The boards of managers of each Residential Condominium (individually a "Residential Board" and collectively the "Residential Boards") located in the Residential Parcel, the board of managers of the Homeowners Association and, with respect to any portion of the Residential Parcel that has not been converted to a condominium regime, the Residential Parcel Owner, shall each maintain, or cause to be maintained, commercial general liability insurance on an occurrence basis against claims for bodily injury, personal injury, death or property damage in an amount at least equal to $10,000,000 per occurrence and $10,000,000 in the aggregate per location (which $10,000,000 coverage may be satisfied in part by an umbrella policy provided that at least $1,000,000 coverage is effected by a comprehensive liability insurance policy), to be increased from time to time, but not earlier than the fifth anniversary of the date hereof and no more frequently than once every five years thereafter based on the coverage customarily obtained by prudent owners of comparable properties in the New York metropolitan area, containing a broad form contractual liability endorsement insuring the indemnity obligations of the Homeowners Association and the Residential Parcel Owners of the Residential Condominium or portion of the Residential Parcel that has not been converted to a condominium regime, as applicable, under Paragraph 9 of Exhibit M. Each policy of insurance required to be maintained pursuant to this Section 11.10(a), shall cite and insure the indemnity provided for in Paragraph 9 of Exhibit M, shall have a deductible not to exceed the Maximum Deductible and shall provide that: (i) the policy may not be terminated or substantially modified without at least thirty (30) days' prior written notice to the Board, the Homeowners Association and the Managing Agent by certified mail, return receipt requested; (ii) the insurer shall, at the request of the Board or the Homeowners Association, furnish certificates of insurance to the Board or the Homeowners Association, as applicable, for the benefit of the Owners or Residential Parcel Owners, respectively, and/or their respective Institutional Mortgagees or Residential Unit Mortgagees; (iii) Owners as a class, the Board, the Homeowners Association and the Managing Agent are named as additional insureds as well as any other party permitted or required to be named as an additional insured under the declaration of condominium and by-laws of the applicable Residential Condominium or by a Residential Parcel Owner of any portion of the Residential Parcel that has not been converted to a condominium regime; and (iv) such insurance shall provide for severability of interests. Each Residential Condominium, the Homeowners Association and Residential Parcel Owner of any portion of the Residential Parcel that has not been converted to a condominium regime shall also maintain worker's compensation insurance and New York State disability benefits insurance covering all workers employed by it in at least the minimum amount prescribed by law.

(b) All insurance policies required to be carried by the Residential Condominiums and the Homeowners Association under this Section 11.10 shall be issued by companies of good standing in New York State meeting the Insurance Standard.

(c) The Homeowners Association shall have a right of reasonable approval of decisions of the Board pertaining to any matters, other than the deductibles, relating to or affecting the Property Insurance Policies with respect to which the Board has discretion under this Declaration ("Property Insurance Matters"), including, without

limitation, insurers, coverages, amounts of coverage, additional coverages and adjustment of claims. Any dispute between the Board and the Homeowners Association under this Article XI pertaining to Property Insurance Matters or under Section 11.07 shall be resolved by arbitration in accordance with the provisions of Section 16.07 hereof.

(d) The Residential Parcel Owners' share of the cost of the Property Insurance Policies shall be allocated to the Residential Access Unit based on its Common Charge Percentage for Property Insurance Expenses, and assessed as a Common Charge and paid by the Residential Access Unit Owner, in accordance with Section 6.01 of the By-Laws. In addition, any other cost or expense for which the Homeowners Association on behalf of the Residential Parcel Owners or occupants is liable under this Article XI shall be assessed to, and paid by, the Residential Access Unit Owner as a Unit Expense.

ARTICLE XII

REPAIR OR RECONSTRUCTION; NEW BUILDING

Section 12.01.

(a) In the event that any General Common Elements or Retail Common Elements or the Central Parking Structure (other than any furniture, fixtures, machinery, signage and all other personal property contained within the Central Parking Structure), any of the Insured Residential Tower Property or any of the Structural Supports are damaged or destroyed by fire or other casualty that is covered by the Property Insurance Policies, the net Insurance Proceeds receivable by reason of such casualty shall be payable as follows:

(i) If the Insurance Proceeds in the aggregate are in the amount of the Insurance Threshold or less, to the Entitled Recipient(s).

(ii) If the Insurance Proceeds exceed the Insurance Threshold, to the Insurance Depository. The Insurance Depository shall allocate the net Insurance Proceeds to each Entitled Recipient based on the Entitled Recipient's Allocation Ratio and disburse the Insurance Proceeds in accordance with Section 12.05 to the Entitled Recipient(s).

(b) If there are Insurance Proceeds in respect of the Central Parking Structure and the Parking Unit Owner is not an Entitled Recipient because the loss involves more than the Central Parking Structure, the Parking Unit Owner shall nonetheless be deemed an Entitled Recipient for purposes of the allocation and disbursement of Insurance Proceeds under this Article XII.

(c) The "Allocation Ratio" shall mean the ratio of (i) the relative cost of the restoration of the damage to the General Common Elements and/or Retail Common Elements, the Central Parking Structure and the Insured Residential Tower Property, as the case may be, to (ii) the total cost of restoration of the General Common Elements and/or Retail Common Elements, the Central Parking Structure and the Insured Residential Tower Property. If the damage or destruction affects only (i) the Central Parking Structure or (ii) the Insured Residential Tower Property, then the Allocation Ratio for the Owner of the Parking Unit or the Homeowners Association, as applicable, shall be 100%. If the damage or

destruction affects any combination of two or more of the General Common Elements, the Retail Common Elements, the Central Parking Structure or the Insured Residential Tower Property, then the Allocation Ratio shall be determined by an independent licensed architect, licensed professional engineer or engineering or construction consulting firm providing engineering and/or architectural services (the "Certifying Professional"), who or which is experienced in the design and operation of New York City structures similar to the Project and the Residential Towers and has at least ten (10) years experience in the design of buildings, selected by the Board and, if any part of Insurance Proceeds are allocable to the Insured Residential Tower Property, the Homeowners Association. The Certifying Professional shall reasonably determine the Allocation Ratio and shall notify the insurance carrier, the Board, each Unit Owner, the Homeowners Association and each Institutional Mortgagee that has filed a notice with the Board pursuant to Section 8.01 of the By-Laws (and the Board shall notify the Certifying Professional of the name and address of each such Institutional Mortgagee) of the Allocation Ratio and the method by which the same was calculated, which notice shall include a complete schedule of costs and a reasonably detailed breakdown thereof by area and type of damage. The insurance carrier, the Insurance Depository, the Board, the Unit Owners and the Homeowners Association shall be bound by the Allocation Ratio in the disbursement of the Insurance Proceeds. The Board, the Unit Owners and/or the Homeowners Association shall have the right for thirty (30) days after the date of receipt of the aforementioned notice from the Certifying Professional to dispute the Allocation Ratio by giving notice to the others as well as the Certifying Professional, which notice shall include, with reasonable detail, the basis for the dispute and the proposed alternate allocation ratio and the method by which the same is calculated. Within ten (10) days after the lapse of said thirty (30) day period, the Certifying Professional, after reasonably considering any dispute notice, shall notify the Board, each Unit Owner and the Homeowners Association as to any changes in the Allocation Ratio and the method by which same was calculated based on any dispute notice or, if no changes were made, confirming that the initial Allocation Ratio has not been changed. Any dispute arising with respect to (i) the designation of the Certifying Professional or (ii) the determination of the Allocation Ratio after the completion of the dispute procedure set forth above shall be determined by arbitration in accordance with the provisions of Section 16.07. Each of the Entitled Recipients shall share in paying the deductible and the fees of the Certifying Professional in accordance with its Allocation Ratio.

(d) Any General Common Elements or Retail Common Elements which are damaged or destroyed shall be repaired or reconstructed by the Board with reasonable diligence to substantially the condition existing prior to the casualty.

(e) Any Insured Residential Tower Property which is damaged or destroyed shall be repaired or reconstructed consistent with the Design Standards and with reasonable diligence by the Residential Board(s) of the damaged or destroyed Insured Residential Tower Property unless under the declaration or by-laws of the affected condominium the condominium unit owners elect not to restore, in which case such Insured Residential Tower Property need not be repaired or reconstructed, but the Homeowners Association's allocable share of the Insurance Proceeds based on the Allocation Ratio shall nonetheless be paid to the Homeowners Association. If any Residential Tower is not a condominium and the Residential Tower is substantially damaged or destroyed, as

reasonably determined by the owner of such Residential Tower, the owner of such Residential Tower shall have the right, in its sole discretion, to elect to restore the Residential Tower consistent with the Design Standards or not to restore the Residential Tower, and the Insurance Proceeds in respect of such Residential Tower shall be disbursed by the Homeowners Association to such Residential Tower owner in either such event. If any Residential Board or the owner of a Residential Tower that is not a condominium elects not to restore the casualty damage with respect to the applicable Residential Tower(s) in accordance with this Section 12.01(e), it shall notify the Board of its election not to restore within sixty (60) days after the date of the casualty, the Residential Parcel Easements appurtenant to such Residential Tower shall terminate, and the Board shall have no obligation to restore the Residential Parcel Easement Areas for the benefit of the Residential Tower(s) that were the subject of the notice of the election not to restore. If, in accordance with this Section 12.01(e), a Residential Tower is not restored, then the Residential Parcel Owners shall cause the damaged Residential Tower and debris therefrom to be removed from the Easement Areas or part thereof where it is located with reasonable diligence in accordance with all applicable Legal Requirements and good construction practice and restore the Residential Easement Area Roof and the Overburden installed in the Residential Recreational Area to substantially the condition prior to the casualty with reasonable diligence and in accordance with all applicable Legal Requirements (the "Demolition Work").

(f) Any Unit or appurtenant Limited Common Elements (including the related Owner's Installations and any furniture, fixtures, machinery, signage and all other personal property contained within the related Limited Common Elements) which is damaged or destroyed shall be repaired or reconstructed by the Owner thereof with reasonable diligence, in accordance with Section 9.02 hereof, to the extent necessary so that such Unit shall be a complete, independent and self-contained architectural whole which is safe and has no adverse effect on any other Unit or its appurtenant Limited Common Elements, any General Common Element or any Retail Common Element. If an Owner shall fail to undertake the repair or reconstruction of its Unit and appurtenant Limited Common Elements within a reasonable time after the damage or destruction of its Unit, and (i) such Owner's failure to repair or reconstruct its Unit and appurtenant Limited Common Elements has, in the reasonable discretion of the Board, an adverse effect on any other Unit or its appurtenant Limited Common Elements, any General Common Element or any Retail Common Element, (ii) such damage or destruction is visible from the exterior of the Project or from any other Units, any Limited Common Elements, any General Common Element or any Retail Common Element, or (iii) such damage or destruction, in the reasonable discretion of the Board, impairs the ability of the Board to operate and maintain the Project as required by Section 8.02(a) hereof, the Board may cause such repair or reconstruction to be made on behalf of such Owner, using the proceeds of any insurance available for that purpose, and any deficiencies arising out of the repair or reconstruction by the Board of a damaged or destroyed Unit or appurtenant Limited Common Elements shall be charged to the Owner thereof as a Unit Expense.

Section 12.02.

If all or any portion of the Project is damaged or destroyed, then the Owners and the Board shall be obligated to repair or reconstruct the Project or portions thereof as and to the extent provided in Sections 12.01(d) and (f) as applicable.

Section 12.03.

Any repair or restoration made by the Board pursuant to Section 12.01(d) shall be substantially in accordance with plans and specifications therefor approved by the Board, such approval not to be unreasonably withheld or delayed and, to the extent undertaken by any Owner under Section 12.01(f), shall be subject to Section 9.02.

Section 12.04.

The Board or the Retail Committee, as applicable, shall promptly obtain reasonably detailed estimates of the cost to repair the damaged or destroyed improvements in all instances when the Board or such Committee has the responsibility of repair. Such costs may include professional fees, premiums for bonds and such other charges as the Board or the Retail Committee may reasonably incur.

Section 12.05.

(a) Each request for disbursement of Insurance Proceeds deposited with the Insurance Depository (including any Additional Amounts, but excluding the amounts disbursed pursuant to Section 12.05(b)) (the "Restoration Funds") for application to the cost of Restoration Work shall, except as set forth in Section 12.05(j), be accompanied by the certificates required under this Section 12.05 submitted by Entitled Recipients and otherwise comply with the provisions of this Article XII.

(b) Before disbursing any Restoration Funds pursuant to the provisions of this Section 12.05, the Insurance Depository shall reimburse the Board and the Homeowners Association, upon submission of a joint requisition signed by both the Board and the Homeowners Association, for the reasonable out-of-pocket expenses paid or incurred by either of them in connection with the collection of the Insurance Proceeds, and disburse such reimbursement of expenses in accordance with the instructions in the joint requisition.

(c) The Insurance Depository shall disburse the Restoration Funds in connection with the Restoration Work, in installments as the Restoration Work progresses, to the Unit Owner, the Board or the Homeowners Association, as applicable, submitting the Restoration Funds Request, in accordance with the provisions of this Section. If any Restoration Work is required to be performed by the Parking Unit Owner in accordance with the terms of this Article XII, such Unit Owner shall submit the Restoration Funds Requests for such Restoration Work to the Insurance Depository, with a copy of such request to the Board, and the Insurance Depository shall disburse the Restoration Funds in respect of such Restoration Work directly to the Parking Unit Owner in accordance with the provisions of this Section 12.05, provided, however, that in no event shall the amount disbursed to the Parking Unit Owner exceed its Allocation Ratio of the Restoration Funds.

(d) In order to obtain a disbursement from the Insurance Depository, the Parking Unit Owner, the Board or the Homeowners Association, as applicable, shall submit a written request addressed to the Insurance Depository (each such request being herein called a "Restoration Funds Request"), accompanied by:

(i) a certificate of the Unit Owner, the Board or the Homeowners Association, as applicable, and certified by the general contractor or construction manager for such work, (1) requesting payment of specified amounts of its allocable portion of the Restoration Funds equal to the amounts then due and owing to contractors or other parties for performance of all or a portion of the Restoration Work, under written contracts or agreements in respect of the Restoration Work, or to the Parking Unit Owner, the Board or the Homeowners Association, as applicable, as reimbursement for a cost of the Restoration Work paid by the Parking Unit Owner, the Board or the Homeowners Association, (2) describing in reasonable detail the services or materials already provided under such contracts or agreements, (3) stating that such payment does not exceed the amount then due and owing (or reimbursable) in respect of such services and materials under such contracts or agreements, (4) stating that all such services have been performed, and that all such materials have been incorporated into the Project or the Residential Towers, as applicable (except for such materials specifically delineated as not yet so incorporated), and (5) stating that the cost of such services and materials has not previously been made the basis of any Restoration Funds Request (such certificate being herein called the "Owner's Certificate");

(ii) evidence that the requirement to provide any deposit under Section 12.05(h), if any, has been satisfied;

(iii) a certificate of the Certifying Professional stating that in its professional judgment (1) the information in the Owner's Certificate is accurate, (2) the materials for which payment is being requested are at least equal in quality to the items being restored or replaced and are substantially in accordance with any plans and specifications contemplated by Section 12.03, (3) all permits and approvals required for the Restoration Work to date have been issued, (4) in connection with a request for the payment of any retainage, that the work required to be performed to qualify for disbursement of the retainage in accordance with Section 12.05(f) has been fully completed (including any punch list items), (5) except in the case of a final request for payment for any Restoration Work, the balance of the Restoration Funds allocable to the Restoration Work that is the subject of the Restoration Fund Request is sufficient to complete such Restoration Work and (6) in the case of a final request for payment for the Restoration Work that is the subject of the Restoration Fund Request, such Restoration Work has been completed (including punch list items);

(iv) a title search (or equivalent) from a title insurance company licensed in New York or an agent of such company showing that there are no mechanics' liens in respect of its Restoration Work filed against the Parking Unit, if the Parking Unit Owner has submitted the Restoration Fund Request, or, if the Board has submitted the Restoration Fund Request that there are no mechanics' liens in respect of its Restoration Work filed against any Unit or appurtenant Limited Common Elements or the Common Elements or if the Homeowners Association has submitted the Restoration Fund Request that there are no mechanics' liens in

respect of its Restoration Work filed against the Residential Parcel, except in each case such as will be discharged upon payment of the amount then requested to be disbursed;

(v) lien waivers for Restoration Work for which Restoration Funds have previously been funded to the Person making the current Restoration Fund Request; and

(vi) insurance certificates evidencing that the Board or the Parking Unit Owner, as applicable, has obtained any builder's risk insurance required to be maintained under Sections 11.01(b) or 11.04 of this Declaration.

In no event shall the Insurance Depository disburse to the Parking Unit Owner, the Board or the Homeowners Association pursuant to this Section 12.05(d) or otherwise an aggregate amount (exclusive of amounts deposited with the Insurance Depository by such Person pursuant to Section 12.05(h) and subsequently disbursed to such Person) in excess of such Person's Allocation Ratio of the Restoration Funds.

(e) The Insurance Depository shall not make any installment payment for materials (which term shall include all fixtures and equipment), purchased but not yet incorporated in the Project or the Residential Towers, unless (i) there shall have been delivered to the Insurance Depository certificates of insurance for such materials, fixtures and equipment naming the Insurance Depository as "loss payee" and insuring against casualty, loss and theft for one hundred (100%) percent of the cost thereof, (ii) the Certifying Professional shall state that in the reasonable opinion of the Certifying Professional (1) such materials are securely stored, properly inventoried and clearly marked to indicate that they are the property of the Parking Unit Owner, the Condominium, or one or more of the Residential Condominiums, as applicable, and that the bills of sale therefor are acceptable, and (2) the Parking Unit Owner, the Condominium, or one or more of the Residential Condominiums, as applicable, owns such materials free and clear of all liens (excluding the lien of any Institutional Mortgages or the lien of any mortgages held by a Residential Unit Mortgagee) and encumbrances of any nature whatsoever, and (iii) the aggregate amount of such disbursements for such stored materials shall not exceed the Insurance Threshold or such higher amount as the Insurance Depository and the parties to the Depository Agreement shall reasonably agree.

(f) There shall be retained from each advance of the Restoration Funds for the first fifty percent (50%) of the work to be performed by each trade contractor (excluding vendors and suppliers) an amount equal to ten percent (10%) of the amount that would otherwise have been payable if there were no retainage under the applicable contract and no retainage amount shall be retained as to the last fifty percent (50%) of the work of each such trade contractor. The retainage with respect to any trade contract for construction or materials (excluding any general contractor's fee, construction manager's fee or any general conditions set forth in such contracts) shall not be payable until the date upon which such contract shall be fully completed, including all punch list items, as certified by the Certifying Professional. A true and complete copy of each contract in respect of the Restoration Work shall be delivered upon request to the Insurance Depository and the Certifying Professional.

(g) Any portion of the Restoration Funds allocable to a component of the Restoration Work in accordance with this Article XII remaining after the completion of such component of the Restoration Work, as certified by the Certifying Professional, shall be paid to the Entitled Recipient who is responsible for performing such component of the Restoration Work, or Demolition Work, as applicable, under Section 12.01.

(h) If at any time during the prosecution of the Restoration Work, the Certifying Professional reasonably estimates that the cost to complete the Restoration Work that is the subject of the Restoration Fund Request exceeds the remaining portion of the Allocation Ratio of the Restoration Funds allocable to such Restoration Work, then (i) the Person submitting the Restoration Fund Request shall deposit with the Insurance Depository an amount equal to such deficiency and (ii) no monies shall be disbursed by the Insurance Depository for such Restoration Work until the provisions of this Section 12.05(h) have been satisfied. In lieu of depositing such deficiency, such Person may deliver to the Insurance Depository an irrevocable and unconditional letter of credit in favor of the Insurance Depository in the face amount of the deficiency, provided the same is in a form and substance reasonably satisfactory to the Insurance Depository, and has an expiration date of no earlier than sixty (60) days beyond the estimated completion date for such Restoration Work. Any amounts or other security deposited hereunder shall be applied by the Insurance Depository to the cost of such Restoration Work and, to the extent any such amounts remain after the completion of such work in accordance with this Section 12.05, disbursed to such Person providing the deficiency amount.

(i) Notwithstanding anything herein to the contrary, if the Residential Parcel Owner(s) elects not to restore in accordance with Section 12.01(e), any Restoration Funds Request in respect of the damaged or destroyed Insured Residential Tower Property that is not to be restored shall be disbursed to the Homeowners Association first to pay the costs paid or incurred for the Demolition Work and, upon completion of the Demolition Work, as certified by the Certifying Professional, the remainder shall be disbursed as surplus to the Homeowners Association in accordance with Section 12.05(g).

(j) Notwithstanding anything in this Section 12.05 to the contrary, if the portion of the Restoration Funds allocable to a component of the Restoration Work in accordance with this Article XII does not exceed the Insurance Threshold, then such amount shall be disbursed by the Insurance Depository in a lump sum to the Entitled Recipient responsible for performing such Restoration Work, or Demolition Work, as applicable, under Section 12.01 promptly upon the written request of the Entitled Recipient without compliance with the disbursement provisions of this Section 12.05.

ARTICLE XIII

EMINENT DOMAIN

Section 13.01.

(a) If all or any part of the Property shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, except as otherwise

provided herein, all compensation therefor shall be paid to the Condemnation Depository to be held in trust and disbursed by the Condemnation Depository in accordance with the terms of this Article XIII and Paragraph 5 of Exhibit M. The Board shall designate a Condemnation Depository to act as trustee to hold any awards made by any Governmental Authorities in respect of condemnation (the "Awards"). The Board shall pay or cause to be paid to the Condemnation Depository any and all Awards received by it and required in connection with the repair or restoration of the Project or any portion thereof as a result of such taking and any Common Charges required to be paid by the Owners in respect of the excess, if any, in the cost of such repair or restoration over the net Awards, to be held in trust pursuant to a depository agreement (the "Condemnation Depository Agreement"), in form and substance reasonably satisfactory to the affected Unit Owners, to be entered into by and between the Board and the Condemnation Depository. The Condemnation Depository Agreement shall provide, without limitation, that the Condemnation Depository shall hold and disburse the restoration funds in accordance with customary practices of construction lenders for similar projects, and that the Condemnation Depository shall be liable to the Board, to each Owner and to each Institutional Mortgagee of a Unit for any misapplication of the funds held by such Condemnation Depository. The Condemnation Depository Agreement shall be in all respects reasonably satisfactory to the Institutional Mortgagees of the Unit Owners, to the extent required under any Institutional Mortgage. Each Owner shall be obligated to pay to the Condemnation Depository promptly after demand therefor that portion, if any, of any Awards payable to the Condemnation Depository hereunder and received by such Owner, and such Owner's allocable share (as determined in accordance with Section 13.03(c)) of any deficiency, which collectively represent the anticipated cost of restoring damage to the Project with respect to which such award was made and which the Board is required to repair or restore hereunder.

(b) Eurohypo AG, New York Branch is designated as the initial Condemnation Depository until (i) it elects, on not less than sixty (60) days' prior notice to the Board, to resign from its role as Condemnation Depository, (ii) fails to materially comply with its obligations as Condemnation Depository and is removed by the Board, or (iii) the refinancing of the Initial Construction Loan, whichever first occurs.

(c) The fees and expenses of the Condemnation Depository shall constitute a General Common Expense.

(d) Any interest paid or received by the Condemnation Depository on monies or securities held in trust, or any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Condemnation Depository.

(e) The Awards collected, the sums received by the Condemnation Depository from collections of assessments against the Owners on account of any deficiency referred to in Section 13.03(c) and all interest earned thereon shall constitute a construction fund which shall be disbursed in payment of the costs of repair as provided herein. If there is any surplus of monies in the construction fund after the repair has been fully completed and all costs paid, such sums shall be distributed to the Owners in accordance with Section 13.03(c).

Section 13.02.

If substantially all of the Property shall be so taken or condemned, the condemnation award shall be distributed by the Condemnation Depository to the Owners in accordance with the Relative Fair Market Value of their respective Units (to the extent that such award relates to the Project) and the replacement costs of their respective Owner's Installations and Limited Common Elements (to the extent that such award relates to Owner's Installations and/or Limited Common Elements).

Section 13.03.

(a) In the event of a partial taking of a Unit (or the related Owner's Installations or appurtenant Limited Common Elements), the Owner thereof shall, to the extent of the condemnation award, repair or reconstruct the remainder thereof with reasonable diligence to a complete, independent and self-contained architectural whole which is safe and has no adverse effect on any other Unit or any Common Element, using for that purpose the condemnation award made to and received by the Condemnation Depository.

(b) If an Owner shall fail to undertake the repair or reconstruction of its Unit within a reasonable time after the partial taking of its Unit, and (i) such Owner's failure to repair or reconstruct its Unit has, in the reasonable discretion of the Board, an adverse effect on any other Unit or any Common Element, or (ii) such damage or destruction is visible from the exterior of the Project or from any other Unit or any Common Element, or (iii) such damage or destruction, in the reasonable discretion of the Board, impairs the ability of the Board to operate and maintain the Project as required by Section 8.02(a) hereof, the Board may, but shall not be obligated to, undertake such repair or reconstruction using the Awards made to and received by the Condemnation Depository for the taking of such Unit and disbursed to the Board.

(c) If portions of the General Common Elements or Retail Common Elements are taken, and the remaining portions of the General Common Elements or Retail Common Elements, as the case may be, can, in the reasonable determination of the Board or the Retail Committee, as applicable, be repaired or reconstructed, then such repair or reconstruction shall be undertaken by the Board in accordance with the Declaration. If the cost of reconstruction exceeds the condemnation award, the deficiency shall be charged to the Owners in accordance with their General Common Interests or Retail Common Interests, as applicable. If any award exceeds the cost of reconstruction, such excess shall be distributed to the Owners in accordance with their General Common Interests or Retail Common Interests, as applicable.

(d) If a Unit or a portion of the General Common Elements or Retail Common Elements is repaired or reconstructed in accordance with this Article, the General Common Interests or Retail Common Interests, as applicable, of each Owner shall be adjusted by the Board to reflect any change in the proportion that the floor area of each Unit as of the date of this Declaration bears to the aggregate floor area of all Units as of such date.

(e) In the event of a temporary taking of a portion (but not all) of the Property, the Condemnation Depository shall distribute the award in respect of such taking among the affected Owners in accordance with their respective General Common Interests or Retail Common Interests, as applicable, or in such other manner as shall be equitable.

(f) Notwithstanding anything in this Declaration to the contrary, no Owner whose Unit or appurtenant Limited Common Elements or any portion thereof is taken in condemnation (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights it may have to pursue a separate claim for its Owner's Installations against the condemning authority by reason thereof.

Section 13.04.

No payment shall be made to any Owner pursuant to this Article XIII until there has first been paid out of its share of such funds all Common Charges, liens and Unit Expenses applicable to its Unit.

ARTICLE XIV

ENCROACHMENTS; EASEMENTS

Section 14.01.

For the purposes of this Declaration:

(a) An easement granted by an Owner shall bind such Owner and its successors and assigns with respect to the Unit burdened by such easement.

(b) An easement granted to the benefit of an Owner shall also benefit its successors and assigns with respect to the applicable Unit, and the respective Occupants, employees, agents, contractors, licensees and invitees thereof.

(c) Except as specifically set forth in this Declaration to the contrary, all easements established pursuant to this Declaration are granted exclusively to the Owners and their respective successors and assigns with respect to their respective Units, for their benefit and that of their respective Occupants, employees, agents, contractors, licensees and invitees, and shall be irrevocable and perpetual, subject to Section 6.01.

(d) To the extent any easement granted hereunder is relocated or otherwise altered pursuant to, and in accordance with the terms of, this Declaration, such easement shall be deemed to be located as so relocated or altered.

(e) All easements granted pursuant to this Declaration shall be easements appurtenant and not easements in gross.

Section 14.02.

(a) If any portion of the Common Elements encroaches upon any Unit or its Limited Common Elements, or if any Unit or its Limited Common Elements or any feature servicing such Unit or its Limited Common Elements encroaches upon any other Unit or its Limited Common Elements or upon any portion of the Common Elements as a result of settling or shifting of the Project, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the Project stands. If the Project, any Unit or its Limited Common Elements or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired in accordance with Section 9.02, encroachments of parts of the Common Elements upon the Unit or its Limited Common Elements, or of one Unit or its Limited Common Elements upon any other Unit or its Limited Common Elements, or upon any portion of the Common Elements, due to such repair, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Project shall stand.

(b) Each Unit and its appurtenant Limited Common Elements, if any, shall be subject to an easement in favor of the Board or the Retail Committee, as applicable, (i) to operate, maintain, repair, alter and replace all General Common Elements or Retail Common Elements, as applicable, located in, over, under, through or upon such Unit and its appurtenant Limited Common Elements, if any, and (ii) subject to Section 9.02(a)(iii) and (iv) (as if the Board were the Altering Owner), to relocate and install new Conduits constituting General Common Elements or Retail Common Elements in, over, under, through or upon each Unit and its appurtenant Limited Common Elements, if any, and, in the case of (i) and (ii), subject to the notice requirements contained in Section 8.05 with respect to access to Units and its appurtenant Limited Common Elements, if any, and (iii) to perform any obligations of any Owner hereunder pursuant to and in accordance with Section 9.05 hereof in, over, under, through or upon such Unit and its appurtenant Limited Common Elements, if any.

(c) Each Unit and its appurtenant Limited Common Elements, if any, shall be subject to a non-exclusive easement in favor of each of the Owners of the other Units to operate, maintain, alter or replace all Conduits servicing such other Units and its appurtenant Limited Common Elements, if any, as and where the same are located as of the date hereof, subject to restrictions contained in Section 8.05 with respect to access to Units and Limited Common Elements. Each Unit and its appurtenant Limited Common Elements, if any, shall be subject to a non-exclusive easement in favor of each of the Owners of the other Units to install, operate, maintain, alter or replace Conduits to the extent permitted by Section 9.02(a), subject to the restrictions contained in Section 8.05 with respect to access to Units and Limited Common Elements.

Section 14.03.

Subject to the provisions of this Declaration, each Owner shall have, in common with all other Owners, an easement in, over, under, through or upon the General Common

Elements. Each Retail Owner shall have in common with all other Retail Owners an easement in, over, under, through or upon the Retail Common Elements.

Section 14.04.

(a) Each Unit Owner hereby grants to the other Owners a non-exclusive easement of structural support in and for all Structural Supports now or hereafter located in or constituting a part of its Unit and its appurtenant Limited Common Elements, if any, to the extent necessary or appropriate for the support of the other Units and appurtenant Limited Common Elements and improvements thereto and the Common Elements.

(b) Each Unit shall have an easement of support, subjacency and of necessity and shall be subject to an easement of support, subjacency and necessity in favor of all other Units, the General Common Elements and the Retail Common Elements.

Section 14.05.

(a) The Occupants of the Retail Units, their respective employees, tenants, agents, contractors, licensees and invitees, shall have and are hereby granted a non-exclusive easement (i) to use the Parking Unit for the parking of motor vehicles, subject to, and in accordance with, the Parking Unit Operating Standard, (ii) on, over, across and through the Parking Unit to and from the West Retail Building and the East Retail Building or to and from the Parking Unit and the East Retail Building and to and from the Parking Unit and the West Retail Building, in each case exclusive of the Residential Parking Areas (unless otherwise expressly permitted by the Parking Unit Owner) and (iii) on, over, across and through the portion of the Parking Unit Ground Level Exterior Area (1) designated as the South Retail Vehicular Access on the Condominium Plans to and from the Central Parking Structure and 40th Road and (2) the area adjacent to the South Retail Vehicular Access for vehicular ingress and ingress to and from the West Retail Unit loading docks and 40th Road. Notwithstanding the foregoing, the use of the Residential Parking Areas by the Retail Unit Occupants shall be at the sole discretion of the Parking Unit Owner and further limited by the parking preference and priority granted to the Residents pursuant to Section 5.01(b).

(b) The East Retail Unit Owner and the West Retail Unit Owner shall have and are hereby granted a non-exclusive easement for the initial installation, use, maintenance, repair and replacement of the piping and conduits in the area in the Central Parking Structure designated as the Condenser Water Piping on Exhibit I-2 and access to the Central Parking Structure for such purposes provided that such maintenance, repair and replacement, and access for such purposes, is conducted so as to minimize interference with the operation of the Central Parking Structure except in the case of an Emergency Situation).

(c) The Residential Parcel Owners, their respective employees, tenants, agents, contractors, licensees and invitees shall have and are hereby granted a non-exclusive easement to use the Residential Parking Areas and the East Retail Swing Parking Area, for the parking of motor vehicles, subject to, and in accordance with, the Parking Unit Operating Standard.

(d) Each Retail Unit Owner shall have, and is hereby granted, a non-exclusive easement for itself and its Occupants to install and maintain signs on certain interior walls and columns of the Central Parking Structure, and to remove such sign(s) from the interior walls and columns, provided that: the sign(s) are installed only in the locations designated on, and in accordance with the Signage Standards and Legal Requirements, and otherwise in accordance with the requirements of this Section 14.05(d). The Unit Owner of the West Retail Unit shall additionally have the exclusive right to install signs on or about the West Retail Unit Dedicated Spaces referred to in Paragraph 4 of the Parking Unit Operating Standard indicating such spaces are reserved for use of the West Retail Unit Owner or one or more of its designated Occupants, their customers or invitees. All signs shall be installed in a good and workerlike manner. Each Retail Unit Owner shall, at its sole cost and expense, maintain all signs installed by it or any of its Occupants in good repair and appearance and in compliance with all Legal Requirements and shall remove (i) the sign(s) of its Occupants upon the expiration (or sooner termination) of the lease with the applicable Occupant or (ii) its own sign(s), if applicable, upon the transfer or sale of its Unit or (iii) the sign(s) of an Occupant or its own sign(s) as required in connection with any Legal Requirements (each a "Sign Removal Event"). If the Retail Unit Owner fails to so maintain or remove the sign or it or any of its Occupants shall cause any damage to the Parking Unit in connection with the installation, maintenance, restoration or removal of the sign, the Retail Unit Owner, within thirty (30) days after notice from the Parking Unit Owner, shall perform the maintenance work, remove the sign(s) if a Sign Removal Event has occurred or repair the damaged portion of the Parking Unit to the condition existing prior to such damage, as applicable. If the Retail Unit Owner fails to perform the maintenance work, remove the sign if a Sign Removal Event has occurred or repair the damage, as applicable, within the aforesaid thirty (30)-day period, the Parking Unit Owner or the Board may remove the sign only if a Sign Removal Event has occurred or perform the work or repair the damage, as applicable, and the Unit Owner of the applicable Retail Unit shall be liable for the expenses incurred in connection with such removal, performance of work or repair, as applicable, together with interest at the Interest Rate to the date of payment, and the Board shall collect such expenses from the Unit Owner as a Unit Expense and, if applicable, unless the Board has performed such work and/or repaired the damage, remit the same to Parking Unit Owner upon receipt.

(e) Each Unit Owner shall have, and is hereby granted, a non-exclusive easement, at its sole cost and expense, to install security cameras in the General Common Elements and Retail Common Elements to monitor the entrances and exits of its Unit and the loading docks for the exclusive use of its Unit, and maintain such security cameras, subject to the following: (i) the security cameras shall be (w) installed in a good and workerlike manner and maintained in good condition and repair, in each case in accordance with all Legal Requirements and without causing damage to the General Common Elements or Retail Common Elements, (x) used only in compliance with all Legal Requirements, (y) placed in reasonable proximity to the entrances and exits of its Unit, in locations and in numbers so as not to materially adversely impact the aesthetics of the General Common Elements or Retail Common Elements, and (z) removed if such cameras are not permitted to be used or are required to be removed under, or are otherwise not in compliance with, applicable Legal Requirements (each a "Camera Removal Event"). If the Unit Owner fails to maintain the security cameras in good condition and repair or shall cause any damage to the General Common Elements or Retail Common Elements in connection with the installation,

maintenance or removal of the security cameras, the Unit Owner, within thirty (30) days after notice from the Board, shall perform the maintenance work, remove the cameras if a Camera Removal Event has occurred or repair the damaged portion of the General Common Elements or Retail Common Elements to the condition existing prior to such damage, as applicable. If the Unit Owner fails to perform the maintenance work, remove the cameras if a Camera Removal Event has occurred or repair the damage, as applicable, within the aforesaid thirty (30)-day period, the Board may remove the cameras only if a Camera Removal Event has occurred or perform the work or repair the damage, as applicable, and the Unit Owner of the applicable Unit shall be liable for the expenses reasonably incurred in connection with such removal, performance of work or repair, as applicable, together with interest at the Interest Rate to the date of payment, and the Board shall collect such expenses from the Unit Owner as a Unit Expense.

Section 14.06.

Notwithstanding anything in this Declaration to the contrary, (i) the East Retail Unit Owner shall have, and is hereby granted, for itself and Occupants of the East Retail Unit, an exclusive easement to use the Designated Rooftop Communication Area on the roof of the East Retail Building and (ii) the West Retail Unit Owner shall have, and is hereby granted, for itself and Occupants of the West Retail Unit, and exclusive easement to use the Designated Rooftop Communication Area on the roof of the West Retail Building, in each case for the installation, construction, maintenance, operation, repair and replacement of communication fixtures and related equipment, cables, satellite dishes and accessories (collectively, "Communication Equipment") for transmission and reception of communication signals, subject, however, to the provisions of this Section 14.06. The Designated Rooftop Communication Area on the roof of the East Retail Building has nine (9) locations and the Designated Rooftop Communication Area on the roof of the West Retail Building has five (5) locations, each such location containing a support post (the "Support Post"). The Communication Equipment may be installed only on a Support Post in a Designated Rooftop Communication Area. The Communication Equipment installed shall not materially interfere with the operation of any previously installed Communication Equipment and shall be installed in a good and workerlike manner, in compliance with all Legal Requirements in a manner so as to minimize interference with the Operation of the Property. The Unit Owner shall, at its sole cost and expense, operate, maintain and repair the Communication Equipment or cause the same to be done in compliance with all Legal Requirements and in a manner so as to minimize interference with the Operation of the Property, and remove or cause to be removed the Communication Equipment upon the (i) expiration (or sooner termination) of the lease of any Occupant on behalf of whom the Communication Equipment was installed, (ii) the transfer or sale of its Unit if it owns the Communication Equipment, (iii) as required in connection with any Legal Requirements or (iv) in connection with any relocation referred to in the last sentence of this Section 14.06 (each a "Communication Equipment Removal Event"). If such Unit Owner fails to so (x) operate, maintain and repair the Communication Equipment or cause the same to be done or (y) remove or cause to be removed the Communication Equipment upon the occurrence of a Communication Equipment Removal Event or (z) shall cause (or any of its Occupants shall cause) any damage to the Common Elements in connection with the installation, operation, maintenance, repair, restoration or removal of the Communication Equipment, the Unit Owner, within sixty (60) days after notice from the Board, shall perform or cause to be performed the work, remove or cause to

be removed the Communication Equipment if a Communication Equipment Removal Event has occurred or repair or cause to be repaired the damaged portion of the Common Elements to the condition existing prior to such damage, as applicable. If the Unit Owner fails to perform or cause to be performed such work, remove or cause to be removed the Communication Equipment if a Communication Equipment Removal Event has occurred or repair or cause to be repaired the damage, as applicable, within the aforesaid sixty (60)-day period, the Board may remove the Communication Equipment only if a Communication Equipment Removal Event has occurred, and, with respect to a default under clauses (x) or (z) of this Section 14.06, perform the work or repair the damage, and the Unit Owner shall be liable for the expenses reasonably incurred in connection with such removal, performance of work or repair, as applicable, together with interest therein at the Interest Rate to the date of payment, and the Board shall collect such expenses from the Unit Owner as a Unit Expense. If the Board determines, in its reasonable judgment, that it is necessary for the maintenance or Operation of the Property or to comply with Legal Requirements to relocate any Designated Rooftop Communication Area, the Board may relocate any Designated Rooftop Communication Area (and the Support Posts therein) on the Commercial Roof of a Building to another location on the Commercial Roof of the same Building from time to time upon sixty (60) days prior written notice to each Occupant (with a copy to the Owner of the Unit in which such Occupant occupies space) who has Communication Equipment in such Designated Rooftop Communication Area, to a location on the Commercial Roof of such Building where communication signals can be transmitted and received with comparable or superior service, provided, however, if the closing of any Designated Rooftop Communication Area would materially adversely affect the business operations in the Project of an Occupant having Communication Equipment in the Designated Rooftop Communication Area to be closed, the Board shall not close a Designated Rooftop Communication Area, unless required by Legal Requirements or an Emergency Situation, until a new Designated Rooftop Communication Area with comparable or superior service is available on the Commercial Roof of the same Building for relocation of the Communication Equipment from the closed area.

Section 14.07.

Notwithstanding anything in this Declaration to the contrary, the Owner of the East Retail Unit shall have the exclusive right to install or cause to be installed, at its expense, kiosks or similar installations in the Mall Accessway, except for the portions of the Mall Accessway shown on the Condominium Plans as (i) the "No Kiosk Area" or (ii) as stairwells, entranceways or similar areas, and lease, license or otherwise use or permit the use of the kiosks or similar installations for lawful retail sales, promotional activities and other purposes permitted pursuant to Article V of this Declaration, and for no other purpose, and retain for its own account any income derived therefrom, provided that such kiosks or similar installations installed in the Mall Accessway shall (i) not be located in any location that would cause the passageway between or on either side of such kiosk or similar installation to be narrower than ten (10) linear feet (or any greater distance required by applicable Legal Requirements) after the installation of the kiosk or similar installation and (ii) be in compliance with all applicable Legal Requirements.

Section 14.08

(a) Declarant hereby grants to the Target Unit Owner a non-exclusive easement (i) for installation, repair and replacement of heating, ventilation and air

conditioning equipment exclusively servicing the Target Unit (the "Target HVAC Equipment") and the Communication Equipment of the Target Unit Owner on the roof of the East Retail Building in the locations designated as the "Target HVAC Equipment Area" and the "Target Communication Area" on the Condominium Plans and (ii) on, over, across and through the walkways shown on the Condominium Plans on the roof of the East Retail Building constituting part of the Commercial Roof for pedestrian access to and from the Target HVAC Equipment Area and Target Communication Area for installation, maintenance, repair and replacement of the Target HVAC Equipment and the Communication Equipment of the Target Unit Owner. The Target HVAC Equipment and the Communication Equipment of the Target Unit Owner shall be installed, operated and maintained in accordance with all Legal Requirements, and all insurance required to be maintained by the Target Unit Owner under this Declaration shall be required to cover the Target HVAC Equipment Area and the Target Communication Area. The Target Unit Owner may replace the Target HVAC Equipment with like kind substitutes, upon submission of the specifications for any such replacement equipment to the Retail Committee, together with a certification to the Board from an engineer, licensed in the State of New York, selected by the Owner of the Target Unit and reasonably acceptable to the Board, certifying that the replacement Target HVAC Equipment described in the specifications does not have a greater structural load than the then existing Target HVAC Equipment, or, if such replacement Target HVAC Equipment does have a greater structural load the additional or enhanced structural supports for the replacement Target HVAC Equipment described in the specifications, and to be installed by the Owner of the Target Unit prior to the installation of the replacement Target HVAC Equipment, are sufficient to support the additional load.

(b) The Owner of the Target Unit, for so long as it is operating a Target Store in the Unit, shall have and is hereby granted an exclusive right and easement, at its sole cost and expense, (i) to install the Target Atrium Sign in "Area B" of the Target Extended Storefront Area in compliance with the signage standards set forth in the Mall and Interior Signage section of Exhibit N and subject to the signage submission, installation, maintenance and removal processes set forth in the "Signage Submissions, Installations, Maintenance and Removal Processes" section of Exhibit N; and (ii) to install covering materials substantially similar to those contained in the balance of Target's storefront in "Area A" of the Target Extended Storefront Area. The Owner of Unit C shall install the Storefront in a good and workerlike manner, in accordance with all Legal Requirements and Insurance Requirements and maintain the Storefront in good repair and appearance in compliance with all Legal Requirement and Insurance Requirements without causing damage to the General Common Elements or Retail Common Elements and in a manner that minimizes interference with the Operation of the Project and the operations of any other Occupant.

Section 14.09

The Owner of the East Retail Unit shall have the exclusive right to lease, license or sell space on the LED Signs and Poster Signs to, or otherwise permit the use of space on the LED Signs and Poster Signs by, Occupants and/or any other Persons for advertising and related purposes, subject to and in accordance with, the provisions of Section 5.02(i) of this Declaration. The Owner of the East Retail Unit shall operate, maintain and repair (other than repairs of damage resulting from fire or other casualty) the LED Signs and Poster Signs, at its sole cost and

expense, in compliance with all Legal Requirements and in good condition and repair. The Owner of the East Retail Unit shall have the right to retain for its own account any income derived from the lease, license or sale of, or other grant of the right to use, space on the LED Signs and Poster Signs. The East Retail Unit Owner shall also have the exclusive right to install or cause to be installed Restaurant Sign Area Signs of Occupants of the first floor of its Unit in accordance with the Signage Standards and Legal Requirements.

Section 14.10

Declarant hereby grants to each Owner, and its respective successors and assigns, employees, agents, contractors, tenants, licensees and invitees, a non-exclusive easement (i) on, over, across and through the area located in the Central Parking Structure designated as the "Egress Corridor" on the Condominium Plans for egress from the Central Parking Structure and the East Retail Building to 40th Road and (ii) for egress on, over and through the East Retail Unit from the south side of the Mall Accessway to an egress stairway as and to the extent required to comply with applicable Legal Requirements.

ARTICLE XV

RESIDENTIAL PARCEL

Section 15.01.

(a) The Residential Parcel has been subdivided into separate parcels and buildings and appurtenant improvements and facilities (as same may be reconstructed or replaced from time to time, collectively the "Residential Towers") may be or have been constructed thereon, in accordance with the Design Standards, and, with respect to the East Retail Building, in the locations, set forth on the Residential Site Plan and, with respect to the West Retail Building in locations to be determined (currently contemplated to be generally in the locations set forth on the Residential Site Plan), for residential use, and ancillary uses consistent with residential projects in the Market Area, excluding any Prohibited Uses (collectively, the "Residential Uses"). In connection with the development of the Residential Parcel, Declarant, desires to provide herein for easements on, over, across and through the Property necessary to construct, support, operate, maintain, repair, reconstruct, restore and replace the Residential Towers and for ingress and egress and for other purposes ancillary to the use and operation of the Residential Towers. Accordingly, Declarant, on the condition that the use of the Residential Parcel is limited to the Residential Uses, hereby grants to each owner of a Residential Parcel (and the owner of any unit comprising a condominium unit within such Residential Parcel) (collectively, the "Residential Parcel Owners"), and their respective successors, assigns, employees, agents, contractors, tenants, licensees and invitees the following easements (collectively, the "Residential Parcel Easements") on, over, across and through the Property:

(i) a non-exclusive easement of structural support in and for all Structural Supports now or hereafter located in or constituting a part of the Buildings or the Property to the extent necessary or appropriate for support of the Residential Towers and any Residential Easement Facilities;

(ii) an exclusive easement in, on, over and across the following areas:

(1) the Tower 3 Easement Area to construct and install the Residential Tower designated as "Tower 3" on the Condominium Plans on the roof slabs, to operate, maintain, repair, reconstruct, restore and replace all or any part of the Residential Tower designated as "Tower 3" on the Condominium Plans and to use and occupy the Tower 3 Easement Area for such purposes;

(2) the Towers 1 and 2 Easement Area to construct and install (x) the interstitial supports for the Residential Towers designated as "Tower 1" and "Tower 2" on the Condominium Plans and construct and install "Tower 1" and "Tower 2" on the interstitial supports, (y) exterior walls to enclose the space in which the interstitial supports are located and (z) service corridors, trash compactor and utility rooms, an entrance lobby and facilities appurtenant to "Tower 1" and "Tower 2" within the enclosed interstitial space (the facilities referenced in clauses (x), (y) and (z) collectively the "East Residential Appurtenances"), to operate, maintain, repair, reconstruct, restore and replace all or any part of the East Residential Appurtenances and to use and occupy the Towers 1 and 2 Easement Area for such purposes and the East Residential Appurtenances for their intended purposes;

(3) the Residential Common Easement Area to construct and install a landscaped plaza, walkways, entrance, seating and recreation areas, storage and gear switch/utility rooms and similar facilities (collectively, the "Residential Common Area Appurtenances"), to operate, maintain, repair, reconstruct, restore and replace the Residential Common Area Appurtenances and to use and occupy the Residential Common Easement Area for such purposes and the Residential Common Area Appurtenances for their intended purposes, reserving to the Commercial Parcel Owner, its successors, assigns, employees, agents, contractors and invitees the non-exclusive right of pedestrian ingress and egress on, over, across and through the walkways shown on the Condominium Plans in the Residential Common Easement Area to and from the Retail Mechanical Exclusion Area (the "Retail Mechanical Reservation");

(4) the Residential Central Trash Area to construct and install a central trash room (the "Residential Central Trash Room") to service the Residential Towers and to operate, maintain, repair, reconstruct, restore and replace same and to use and occupy the Residential Central Trash Area for its intended purposes;

(5) the West Residential Easement Area to construct and install (x) the interstitial supports for the Residential Towers designated as "Tower 6," "Tower 7" and "Tower 8" on the Condominium Plans and construct and install "Tower 6," "Tower 7" and "Tower 8" on the interstitial supports, the exterior walls to enclose the space in which the interstitial supports are located and service corridors, trash compactor and utility rooms, entrance lobbies and facilities appurtenant to "Tower 6," "Tower 7" and "Tower 8" within the enclosed interstitial space and (y) landscaped plazas, walkways, entrance, seating and recreation areas, including, without limitation, a putting green, storage and gear switch/utility rooms and similar facilities (the facilities referenced in clauses (x) and (y) collectively, the "West Residential Appurtenances"), to operate, maintain, repair, reconstruct, restore and replace the West

Residential Appurtenances and to use and occupy the West Residential Easement Area for such purposes and the West Residential Appurtenances for their intended purposes;

(6) the Residential Recreational Area to construct and install the tennis courts, multi-sports area, walkways, landscaped areas (collectively, the "Residential Recreational Area Appurtenances"), to operate, maintain, repair, reconstruct, restore and replace the Residential Recreational Area Appurtenances and to use and occupy the Residential Recreational Area for such purposes and the Residential Recreational Area Appurtenances for their intended purposes, including, without limitation, recreational activities servicing the Residential Towers;

(iii) an exclusive easement on, over, across and through (1) the Residential Common Easement Area for ingress and egress to and from the Sky Lobby and the Residential Towers designated as "Tower 1", "Tower 2" and "Tower 3" on the Condominium Plans and (2) the Residential Recreational Area for ingress and egress to and from the Residential Common Easement Area and the Residential Towers designated as "Tower 6," "Tower 7" and "Tower 8" on the Condominium Plans;

(iv) (1) an exclusive easement on, over, across and through (w) the Residential Freight Elevator Area (Roosevelt Avenue) to install a freight elevator exclusively servicing the Residential Parcel and to use, operate, maintain, repair, reconstruct, restore and replace the freight elevator in the Residential Freight Elevator Area (Roosevelt Avenue), and (x) the Residential Loading Area (Roosevelt Avenue) for a loading area exclusively servicing the Residential Parcel and to use, operate, maintain and repair the Residential Loading Area (Roosevelt Avenue) and to use and occupy the Residential Freight Elevator Area (Roosevelt Avenue) and the Residential Loading Area (Roosevelt Avenue) for residential freight elevator and residential loading and for movement of materials and equipment in connection with the reconstruction, repair, maintenance and operation of structures and facilities on the Residential Parcel, as applicable, and (2) a non-exclusive easement on, over, across and through the Central Parking Structure to and from (y) the Residential Freight Elevator Area (Roosevelt Avenue) for the installation, use, operation, maintenance, repair and replacement of the freight elevator in the Residential Freight Elevator Area (Roosevelt Avenue) and (z) to and from the Residential Loading Area (Roosevelt Avenue) for the use, operation, maintenance and repair of the Residential Loading Area (Roosevelt Avenue), provided, however the easements granted pursuant to this clause (iv) shall be exercised so as to minimize interference with the operation of the Central Parking Structure except in the case of an Emergency Situation.

(v) an exclusive easement on, over, across and through the Buildings for the installation, use, operation, maintenance, repair and replacement of Conduits for gas, electric, telecommunication and other utility services exclusively servicing the Residential Parcel, subject, however, to the terms of Section 9.02(a)(iii) and (iv) (as if the Residential Parcel Owners were the Altering Owner), and, in any event, access to the easement area shall be upon reasonable notice to the Board or Unit Owner, as applicable, during reasonable hours, except in the case of an emergency where no notice shall be required;

(vi) a non-exclusive easement for light, air and unobstructed view over the portion of the East Retail Building roof constituting the Commercial Roof, exclusive of the

Tower 3 Easement Area, the Towers 1 and 2 Easement Area and the Residential Common Easement Area, above a horizontal plane at a height of twelve (12) feet above the top of the roof slab, subject to the exceptions noted in Exhibit L hereto as "Height Exception Areas", and, in this connection, the Board shall not permit any structures, equipment or other appurtenances emanating from the Property, other than as noted in the Height Exception Areas, to encroach into the space above the aforesaid horizontal plane;

(vii) a non-exclusive easement on, over, across and through the Trash Path to and from the Residential Central Trash Room and the Residential Tower designated as "Tower 8" on the Condominium Plans and to and from the Residential Central Trash Room and the Residential Tower designated as "Tower 2" on the Condominium Plans which may be relocated from time to time by the Parking Unit Owner upon not less than sixty (60) days prior written notice to the Board and the Homeowners Association provided the relocated Trash Path provides reasonably convenient access to and from the Residential Towers and the Residential Central Trash Room;

(viii) a non-exclusive easement (i) for the installation, use, operation, maintenance, repair and replacement of heatin g, ventilation and air conditioning equipment exclusively servicing Tower 3 (the "Tower 3 HVAC Equipment") on the roof of the East Retail Building in the location designated as the "Tower 3 HVAC Equipment Area" on the Condominium Plans and (ii) an easement on, over, across and through the walkways shown on the Condominium Plans on the roof of the East Retail Building constituting part of the Commercial Roof for pedestrian access to and from the Tower 3 HVAC Equipment Area for installation, maintenance, repair and replacement of the Tower 3 HVAC Equipment. The Tower 3 HVAC Equipment shall be installed, operated and maintained in a good and workerlike manner and in accordance with all Legal Requirements. The Residential Parcel Owners may replace the Tower 3 HVAC Equipment with like kind substitutes, upon submission of the specifications for any such replacement equipment to the Retail Committee. The Retail Committee may engage an engineer, at the sole cost and expense of the Residential Parcel Owners, to review such specifications and, if the replacement Tower 3 HVAC Equipment would have a greater structural load than the then existing Tower 3 HVAC Equipment, require the Residential Parcel Owners, as a condition to installation of the replacement Tower 3 HVAC Equipment, to install additional or enhanced structural supports for the replacement Tower 3 HVAC Equipment sufficient to support the additional load based on such engineer's recommendations. The cost incurred by the Retail Committee to engage such engineer shall be borne as a Unit Expense by the Residential Access Unit Owner;

(ix) a non-exclusive easement on, over, across and through the General Common Elements designated as ingress and egress stairways on the Condominium Plans for ingress and egress to and from the Residential Towers;

(x) a non-exclusive easement to use the Towers 6, 7 and 8 Freight Elevators for residential loading and freight elevator purposes and for the movement of materials and equipment in connection with the reconstruction, repair, maintenance and operation of structures and facilities on the Residential Parcel only to the extent such activities do not materially interfere with the Operations of the Property in the reasonable judgment of the Retail Committee;

(xi) a non-exclusive easement on, over across and through the Property as is necessary to address any Emergency Situation upon such notice, if any, as is reasonable under the circumstances; and

(xii) a non-exclusive easement on, over, across and through the Common Elements as is necessary for the reasonable performance of studies regarding the existence of Hazardous Materials upon ten (10) days' prior notice, except in the case of an Emergency Situation, provided, however, any invasive testing requiring probes or penetrating surfaces or like procedures shall require the consent of the Board or the Retail Committee, as applicable (except in the case of an Emergency Situation), not to be unreasonably withheld, conditioned or delayed. The Board or the Retail Committee, as applicable, shall have the right to have a representative present during the conduct of any such study. An owner of the Residential Parcel may exercise its rights under this easement only through the Homeowners Association and only if it has reason to believe that there is a violation of Hazardous Materials Laws or if required by a lender in connection with a mortgage loan to such owner. Any such studies shall be performed by a qualified Person who is insured in accordance with customary requirements.

(b) If, at any time, any Residential Parcel Owner seeks to install new Conduits exclusively serving the Residential Parcel or any part thereof or relocate any existing Conduits exclusively serving the Residential Parcel, then the Board or Retail Committee, as applicable, if the Conduits are to be installed in the General Common Elements or Retail Common Elements, or the Affected Owner, if the Conduits are to be installed or relocated in a Unit or its appurtenant Limited Common Elements, shall permit, subject to the rights of Occupants other than the Affected Owners, the installation or relocation of any such Conduits, and grant an easement to the Residential Parcel Owner for the installation or relocation, as the case may be, and the operation, maintenance, repair, reconstruction, restoration or replacement of such Conduits in an Acceptable Area, subject to the approval of the specific location in the Acceptable Area, by the Board or Retail Committee, as applicable, if the Conduits are to be installed in the General Common Elements or Retail Common Elements, or the Affected Owner, if the Conduits are to be installed or relocated in a Unit or its appurtenant Limited Common Elements, if any, which approval in each case shall not be unreasonably withheld or delayed, provided, however, with respect to Unit C, for so long as such Unit is owned by Target Corporation, its successors or permitted assigns, no Conduit shall be installed in such Unit or its appurtenant Limited Common Elements, if any, except within the same pathways in Unit C or its appurtenant Limited Common Elements as the then existing Conduits are located, without the approval of the Target Corporation, its successors or permitted assigns. The installation or relocation of the Conduits shall be done in accordance with the provisions of Section 9.02(a)(iii) hereof as if the Residential Parcel Owner making the request were an Altering Owner and, if the Conduits are to be installed in or relocated to the General Common Elements or Retail Common Elements, as if the Board or Retail Committee, as applicable, were an Affected Owner. The Affected Owner shall respond to the written requests of the Residential Parcel Owner, subject to and in accordance with the provisions of Section 9.02(a)(iv), and the Altering Owner shall cause its contractors and subcontractors performing the work to obtain the insurance required under Section 9.02(c). For purposes of this Section 15.01(b), the Acceptable Areas in respect of an Affected Unit shall be Acceptable Areas defined in Section 9.01(a)(iii) and in respect of the Common Elements shall be any location in the Common

Elements reasonably designated by the Residential Parcel Owner, subject to the approval of the specific location by the Board or Retail Committee, as applicable, which approval shall not be unreasonably withheld or delayed. This easement granted under this Section 15.01(b) shall be self-operative and no further easement instrument shall be required, but in confirmation of such easement, the Board, Retail Committee and/or Affected Owner, as applicable, shall from time to time execute promptly any instrument of confirmation, in recordable form, as the Residential Parcel Owner may request.

(c) Declarant hereby grants to each Residential Parcel Owner a right and non-exclusive easement to create a temporary staging and/or storage area in connection with (i) the construction of the improvements on the Residential Parcel constituting Phase II of the residential development as shown on the Residential Site Plan ("Phase II") at the Phase II Constructing Staging Location(s) and (ii) the construction of the improvements on the Residential Parcel constituting Phase I at the Phase I Construction Staging Locations. Prior to commencement of any work which requires the establishment of a staging and/or storage area, the Residential Parcel Owner proposing such construction shall notify the Board of the date it anticipates commencement of the work. The Residential Parcel Owner shall use all commercially reasonable efforts to minimize interference with the operation of the Property and the businesses operated thereon. If substantial work is to be performed, the Residential Parcel Owner shall, at the request of the Retail Committee, fence off the staging and storage area. Upon completion of such work, the Residential Parcel Owner shall restore the affected area to a condition equal to or better than that existing prior to commencement of such work.

(d) The Residential Parcel Owners shall have Operational Control over any Conduits exclusively serving the Residential Parcel and the Exclusive Easement Areas.

(e) For purposes of Sections 15.01(b), (c) and (d), if any Residential Tower is a condominium, the rights granted to the Residential Parcel Owners shall not be deemed to run to the individual unit owners under the condominium regime. A unit owner may exercise any construction, operation, maintenance, repair, reconstruction, restoration or replacement rights with respect to easements granted under this Section 15.01 solely through the Homeowners Assocation.

Section 15.02.

The Residential Access Unit contains, among other things, the residential entrance lobby and the elevator access to the Residential Parcel. The Residential Access Unit has been created for the benefit of the Residential Parcel and the use of the Residential Parcel Owners, who are third party beneficiaries of the rights of the Residential Access Unit Owner under this Declaration and the By-Laws. All rights of the Residential Access Unit Owner, as the owner of a Unit under this Declaration and By-Laws, (i) to the use and occupancy of the residential entrance lobby and the elevator access to the Residential Parcel in the Unit shall run also to the Residential Parcel Owners and (ii) may be exercised on behalf of the Residential Parcel Owners through the Residential Access Unit Owner.

Section 15.03.

(a) FTC Residential Company II, LP, the owner of the Tower 3 parcel constituting one of the parcels comprising the Residential Parcel, hereby grants to the Commercial Parcel Owner, its successors, assigns, employees, agents, contractors and invitees a non-exclusive easement (together with the Retail Mechanical Reservation, the "East Retail Building Commercial Parcel Easements") (i) to install the commercial kitchen exhaust flues (the "Restaurant Kitchen Exhaust Flues") in and through Tower 3 in the general location designated as the "Restaurant Kitchen Exhaust Flues" on Exhibit I-1, (ii) to install a rooftop mounted fan (the "Exhaust Fan") as part of the Restaurant Kitchen Exhaust Flues system on the roof of Tower 3 in the general location shown on Exhibit I-1, (iii) to operate, maintain, repair, reconstruct, restore and replace the Restaurant Kitchen Exhaust Flues and the Exhaust Fan, and (iv) to use the Residential Freight Elevator (Tower 3) and the passageways and access points from said elevator to the roof of Tower 3 for access to the Restaurant Kitchen Exhaust Flues and Exhaust Fan for the foregoing purposes, provided, however, the Commercial Parcel Owner shall furnish the board of managers of Tower 3 with at least five (5) days prior written notice (or, if an Emergency Situation exists, such shorter period as the Commercial Parcel Owner shall reasonably determine and communicate (which may be oral) to the board of managers of Tower 3) of any such access required and shall operate, maintain, repair, reconstruct, restore and/or replace the Restaurant Kitchen Exhaust Flues and/or the Exhaust Fan so as to minimize interference with the use of Tower 3 as a residential apartment building or the operation of Tower 3, its freight elevator or its building systems. The restaurant kitchen exhaust flue shaft, appurtenant to the Restaurant Kitchen Exhaust Flues, is located in the East Retail Building in the area designated as the Restaurant Kitchen Exhaust Flue Shaft on the Condominium Plans.

(b) The West Retail Building Roof Commercial Exclusion Area, which was reserved by Declarant from the grant of the West Residential Easement Area, is for use by the Commercial Parcel Owner, its successors, assigns, employees, agents, contractors and invitees for the installation, use, operation, maintenance, repair and replacement of heating, ventilation, air conditioning, communication and other equipment servicing the West Retail Building (the "West Retail Building Equipment"), subject to (i) the limitation that the West Retail Building Equipment or any part thereof shall not extend above a horizontal plane at a height of twelve (12) feet above the top of the roof slab and (ii) the requirement that the West Retail Building Equipment be installed, operated and maintained in a good and workerlike manner and in accordance with all Legal Requirements and be screened as reasonably necessary to minimize visual and noise impact on Tower 8 shown on the Condominium Plans and proximate residential amenities areas. In connection with the West Retail Building Roof Commercial Exclusion Area, FTC Residential Company III, L.P., the owner of the Towers 6, 7 and 8 parcel constituting one of the parcels comprising the Residential Parcel, hereby grants to the Commercial Parcel Owner, its successors, assigns, employees, agents, contractors and invitees a non-exclusive easement (the "West Retail Building Commercial Parcel Easement", together with the East Retail Building Commercial Parcel Easements, the "Commercial Parcel Easements") on, over, across and through the portion of the West Residential Easement Area located south of southernmost Residential Tower shown on the Residential Site Plan for pedestrian access to and from the West Retail Building Roof

Commercial Exclusion Area for installation, maintenance, repair and replacement of the West Retail Building Equipment.

Section 15.04.

Declarant hereby grants to the Residential Parcel Owners, and the Residential Parcel Owners hereby grant to the Owners (the party granting the easement herein referred to as the "Granting Owner"), non-exclusive reciprocal easements permitting the existence of encroachments if, by reason of Construction or Settlement, any part of the Residential Towers, Residential Appurtenances, the Buildings or the Central Parking Structure not originally designed to be located within the Granting Owner's property encroaches or hereafter encroaches on any portion of the Granting Owner's property. The Owners or Residential Parcel Owners benefiting from the above described easement for encroachments (the "Benefiting Owner") shall use reasonable diligence in constructing the Residential Towers, the Residential Appurtenances, the Buildings and the Central Parking Structure, as applicable, to minimize the possibility of any such encroachment occurring, and no such encroachment shall be placed or enlarged deliberately, provided, however, that the easements created pursuant to this Declaration shall be deemed to accommodate any field or site conditions and changes thereto. Upon request of the Owners or the Residential Parcel Owners, the Board and the Homeowners Association, acting on behalf of the Owners and the Residential Parcel Owners, as applicable, shall execute and deliver any instrument that either may reasonably request to evidence the easement granted hereunder for any such encroachment. For purposes hereof (i) "Construction" shall mean (x) the construction of the Residential Towers and the Residential Appurtenances, the Buildings or the Central Parking Structure, whether initially or thereafter as a result of any rebuilding or restoration following a fire or other casualty or a condemnation or eminent domain proceeding or (y) any alteration or addition which, with respect to the Residential Towers or Residential Appurtenances is consistent with the Residential Site Plan, and, with respect to the Buildings or Central Parking Structure, is permitted under this Declaration; (ii) "Settlement" shall mean the subsequent settlement or shifting of the Residential Towers, the Residential Appurtenances, or any of the Buildings or the Central Parking Structure; and (iii) "Residential Appurtenances" shall mean the Residential Common Area Appurtenances, the Residential Recreational Area Appurtenances, the West Residential Appurtenances, the East Residential Appurtenances and the Residential Central Trash Room.

Section 15.05.

The Owners and the Residential Parcel Owners shall be bound by the terms and conditions of the Residential Easement Provisions attached hereto as Exhibit M and made a part hereof.

Section 15.06.

Except as expressly set forth in Article XIV, Article XV, Exhibit M and Section 6.01 of the By-Laws, the Residential Parcel is not subject to the terms of this Declaration.

Section 15.07.

FTC Residential Company II, LP and FTC Residential Company III, L.P. are joining in this Declaration for the sole purpose of granting the easements to the Commercial Parcel Owner contained in Section 15.03 subject to and in accordance with the terms of this Article 15 and Exhibit M of this Declaration.

ARTICLE XVI

COMPLIANCE AND DEFAULT; UNIT EXPENSES

Section 16.01.

(a) All Owners and Occupants shall be governed by and shall comply with all applicable Legal Requirements and the provisions of this Declaration, and shall observe and comply with the Rules and Regulations and the Parking Unit Operating Standard applicable to the respective Owners and Occupants, and such other and further reasonable and non-discriminatory rules and regulations as the Board or the Retail Committee hereafter at any time may make in accordance with the By-Laws and communicate to the Owners. Without limiting the generality of the foregoing, the Parking Unit Owner shall be governed by and shall comply with the Parking Unit Operating Standard. Failure to comply with any of the same following notice and expiration of the Applicable Cure Period (as hereinafter defined) shall be grounds for an action to recover sums due for damages and/or for injunctive or other equitable relief maintainable by the Board on behalf of the Owners. In the event any Owner fails or refuses to cause an Occupant of its Unit to comply with the terms of this Declaration, the Board may exercise any and all rights and remedies contained herein, at law, in equity or otherwise against the Owner and/or the Occupant directly or in the name of such Owner. The term "Applicable Cure Period" means five (5) business days following notice, unless the nature of the applicable failure is such that the same cannot, with reasonable diligence, be remedied in five (5) business days, in which case the "Applicable Cure Period" shall mean the period of time following such notice reasonably required to remedy such failure using reasonable diligence.

(b) Any failure of the Board to comply with its obligations under the Condominium Act or this Declaration following notice of expiration of the Applicable Cure Period shall entitle any Owner to commence an action against the Board for specific performance, injunctive or other equitable relief, it being agreed by all Owners that damages at law shall not be an adequate remedy. In addition, an Owner shall have the right to exercise self-help to remedy a default by the Board and obtain prompt reimbursement from the Board for such Owner's actual, reasonable out-of-pocket costs, in excess of the proportion of any such costs that would have been assessed to such Owner as General Common Expenses, Retail Common Expenses or special assessments, as applicable, had the Board not defaulted in its obligation (the "Excess Costs"), in exercising self-help if the Board fails (x) to maintain, repair or replace a General Common Element, or Retail Common Element, following notice to the Board and expiration of the Applicable Cure Period or (y) to take commercially reasonable action to enforce the material obligations of the Owner of the Parking Unit to use, operate and maintain the Parking Unit in accordance with the Parking

Unit Operating Standard, following notice to the Board and expiration of the Applicable Cure Period (each a "Default"). If the Board disputes the occurrence of a Default, it shall commence an Expedited Arbitration in accordance with the procedures set forth in Section 16.07 prior to expiration of the Applicable Cure Period. Any determination pursuant to Expedited Arbitration shall be binding on the Board and such Owner with respect to any subsequent failure of the Board that is substantially similar to the failure that was the subject of such Expedited Arbitration. If an Owner claims that it has incurred, and has not been reimbursed by the Board for, the Excess Costs in exercising self-help in accordance with the provisions of this Section 16.01(b) as a result of a Default by the Board, the Owner may (i) commence an Expedited Arbitration in accordance with the procedures set forth in Section 16.07 and (ii) upon obtaining a decision by the arbitrators in the Expedited Arbitration that a Default of the Board occurred and was not timely cured and establishing the amount of the Excess Costs owed to the Owner as a result of the exercise of self-help to cure such Default, set off such Excess Costs, together with interest at the Interest Rate on the amount thereof outstanding from time to time, from the next assessment payment(s) coming due until such Excess Costs are fully reimbursed.

Section 16.02.

Each Owner shall be liable for the expense of any maintenance or repair rendered necessary by its acts or omissions or that of any Occupant of its Unit to the extent that such expense is not met by the proceeds of insurance carried by the Board. Such liability shall include any increase in property or other insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

Section 16.03.

In any proceeding arising because of an alleged default by any Owner or any Occupant, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court or arbitrators, as applicable.

Section 16.04.

All rights, remedies and privileges granted to the Board or the Retail Committee and the covenants and conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude, except as expressly provided herein, the party thus exercising the same from exercising other and additional rights, remedies or privileges as may be granted to such party by this Declaration, or at law or in equity.

Section 16.05.

All sums assessed by the Board but unpaid for the share of the Common Charges and Unit Expenses chargeable to the Owner of a Unit shall constitute a lien on such Unit collectible as provided in Section 339-z of the Condominium Act, prior to all other liens on such Unit, except only liens for taxes and assessments lawfully imposed by a Governmental Authority against such Unit and liens of any mortgages on the Units held by Institutional Mortgagees.

Section 16.06.

If an Occupant of any Unit provides shopping carts for its patrons, the Owner of such Unit shall defend, indemnify and hold harmless the Board, all other Owners, the Institutional Mortgagees, and any Owner, lessee or operator of the Parking Unit against all liability, claims, suits, demands, damages, judgments, costs, interest and expenses (including reasonable legal fees and disbursements incurred in the defense thereof) to which such indemnified persons may be subject or suffer from bodily injury, personal injury, death or property damage in the Parking Unit arising from shopping carts used by patrons of such Occupant.

Section 16.07.

(a) In any case in which this Declaration provides that a dispute is to be resolved pursuant to "Expedited Arbitration," and only in such cases, the dispute shall be resolved by arbitration conducted in the Borough of Queens in accordance with the provisions of this Section 16.07, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

(b) The Person desiring to arbitrate a dispute pursuant to this Section 16.07 shall give notice (a "Dispute Notice") to that effect to the other party(ies) to the dispute (which may include an Owner(s), the Board and/or the Homeowners Association) (the requesting party and each such other party collectively, the "Arbitrating Parties"), specifying in such notice the name and address of the disinterested person designated to act as an arbitrator on its behalf. Each other Arbitrating Party shall, within five (5) days after its receipt of such notification, give notice to the other Arbitrating Party(ies) specifying the name and address of the disinterested person designated to act as arbitrator on its behalf. If any such Arbitrating Party fails to notify the other(s) of the appointment of its arbitrator, as aforesaid, within such five (5) day period, then the appointment of its arbitrator shall be made in the same manner as hereinafter provided for the appointment of the remaining arbitrator(s) in the case where the arbitrators designated by the Arbitrating Parties are to designate the remaining arbitrator(s) and the Arbitrating Parties are unable to agree on such designation(s). The arbitrators so appointed by the Arbitrating Parties shall, within five (5) days after designation of the last arbitrator by the Arbitrating Parties, together designate one or two additional disinterested persons as arbitrators to the end that the total number of arbitrators shall be an odd number, by notice to the Arbitrating Parties specifying the name(s) and address(es) of such arbitrator(s). In the event the arbitrators are unable to agree upon such additional arbitrators within such five (5) day period, the remaining arbitrator(s) shall be selected by the Arbitrating Parties themselves if they are able to agree thereon within a further period of five (5) days. If the Arbitrating Parties do not so agree, then any Arbitrating Party, on behalf of the other Arbitrating Party(ies) and on notice to the other(s), may request such appointment by the American Arbitration Association (or any successor organization thereto) (the "Arbitration Association") in New York City in accordance with its then prevailing rules, or if the Arbitration Association shall fail to appoint such arbitrator(s) within ten (10) days after such request is made, then any Arbitrating Party may apply, on notice to the others, to the Supreme Court of Queens County (or any other court having jurisdiction and exercising functions similar to those now exercised by such court) for the appointment of

such arbitrator(s), and the Arbitrating Party(ies) shall not raise any question as to such court's full power and jurisdiction to entertain the application and make the appointment.

(c) The arbitrators shall render their decision and award, upon the concurrence of at least a majority of their number, within twenty (20) days after the effective date of the appointment of the last arbitrator. The appointment of the arbitrators shall be made in a writing which shall state the effective date thereof. Such decision and award shall be in writing and counterpart copies thereof shall be delivered to each of the Arbitrating Parties, in the manner provided in Article XIX hereof. The arbitrators shall have no authority to award punitive, consequential, special or exemplary damages and in rendering any decision and award, the arbitrators shall not add to, subtract from or otherwise modify or reform the provisions of this Declaration and their jurisdiction is limited accordingly. Judgment may be entered upon the determination and award made by the arbitrators in any court of competent jurisdiction and may be enforced in accordance with the laws of the State of New York.

(d) The arbitrators shall hold one or more hearings (at a reasonable location, upon reasonable notice and at a reasonable time), and the Arbitrating Parties shall have the right to present evidence and witnesses as to the subject matter of the arbitration and the arbitrators shall have the right to retain and consult experts and authorities competent in the subject matter of the arbitration. Any such presentation of evidence or witnesses and any such consultation shall be made in the presence of all the Arbitrating Parties with full right on their part to rebut such evidence and cross-examine such experts and authorities.

(e) If for any reason whatsoever the written decision and award of the arbitrators shall not be rendered within the time limit set forth in this Section 16.07, any Arbitrating Party may apply to the Supreme Court for Queens County or to any other court having jurisdiction and exercising functions similar to those now exercised by such court, by action, proceeding or otherwise (but not by a new arbitration proceeding) as may be proper to determine the matter in dispute in a manner consistent with the provisions of this Section 16.07. If any arbitrator named hereunder shall be unwilling or unable, for any reason, to serve or continue to serve, a replacement arbitrator shall be appointed in the same manner as the arbitrator who is unwilling or unable to serve.

(f) All arbitrations referred to in this Section 16.07 shall be conducted in the City of New York, County of Queens in accordance with the then prevailing Expedited Rules and Procedures of Commercial Arbitration of the Arbitration Association applicable to the subject matter of the dispute, modified as set forth below and otherwise in this Section 16.07:

(i) To the extent that the New York State Civil Practice Law and Rules or any successor statute imposes requirements different than those of the Arbitration Association in order for the decision of the arbitrator(s) to be enforceable in the courts of the State of New York, such requirements shall be complied with in the arbitration.

(ii) Each of the arbitrators appointed by the Arbitrating Parties, the arbitrators or otherwise shall be independent, disinterested, third parties and have at least ten (10)

years experience in New York City in real estate and the general subject matter to be determined in the arbitration. If the arbitration relates to construction or architectural or engineering disputes, then each of the arbitrators shall be licensed, professional engineers or registered architects having at least ten (10) years experience in design of buildings and, to the extent applicable and consistent with this Section 16.07, shall be conducted in accordance with the then Construction Arbitration Rules of the Arbitration Association.

(iii) Before hearing any testimony or receiving any evidence, the arbitrator(s) shall be sworn to hear and decide the controversy faithfully and fairly, by an officer authorized to administer an oath and a written copy thereof shall be delivered to each of the Arbitrating Parties.

(g) The arbitration decision, determined as provided in this Section 16.07, shall be conclusive and binding on the parties.

(h) All out-of-pocket expenses of the prevailing party(ies) incurred in connection with the arbitration, including reasonable legal, expert and witness fees and consulting fees and disbursements, shall be borne by the non-prevailing party(ies) unless otherwise determined by the arbitrators. The fees and expenses of the Arbitration Association and of the arbitrator(s) designated by or on behalf of the arbitrators shall be shared equally by the Arbitrating Parties (unless the arbitrators assess such fees and expenses unequally among the Arbitrating Parties) and each of the Arbitrating Parties shall promptly pay its share when due.

ARTICLE XVII

AMENDMENTS

Section 17.01.

This Declaration and the Condominium Plans may be amended only by an instrument approved in writing by all Owners; provided, however, that this Declaration may not be amended without the prior consent of all Institutional Mortgagees, such consent not to be unreasonably withheld, if the proposed amendment shall affect, diminish or impair any rights of any Institutional Mortgagee hereunder. Any amendment which has been approved by all Owners as provided above may be executed by such Owners or by the Board as attorney-in-fact for such Owners, coupled with an interest, and the Board is hereby authorized by the Owners to so act as their attorney-in-fact to sign an approved amendment.

Notwithstanding anything herein to the contrary, this Declaration may be amended with respect to the management, maintenance, operation or repair of the Retail Common Elements by an instrument approved in writing solely by all of the Retail Owners.

Notwithstanding anything herein to the contrary, Article XV (including, without limitation, Exhibit M hereto), Sections 11.04 and any other Section of Article XI that would be inconsistent with the Commercial Parcel Owner's obligations under Paragraph 4 of Exhibit M hereto, and this Article XVII of this Declaration and any definitions incidental thereto or

provisions incorporated therein by reference, may not be amended without the approval in writing of the Homeowners Association (on behalf of the Residential Parcel Owners).

No amendment shall be effective until recorded in the Register's Office.

ARTICLE XVIII

COVENANTS RUNNING WITH THE LAND

Section 18.01.

All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and shall be binding upon and inure to the benefit of the Owners and every Occupant and claimant of the Property or any part thereof or interest therein and their respective heirs, executors, administrators, legal representatives, successors and assigns. The acceptance of a deed to or other conveyance of, or the entering into a lease, license agreement or other agreement for occupancy of any Unit shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, lease, license or other conveyance thereof.

Section 18.02

Notwithstanding anything in Section 18.01 to the contrary, at the request of any Unit Owner made from time to time, the Board shall, at the sole cost and expense of the requesting Unit Owner, within ten (10) Business Days after receipt of the request notice, execute and deliver a non-disturbance agreement (in the form annexed to this Declaration as Exhibit W or in such other or changed form as may be reasonably agreed upon by the Board and the Occupant on behalf of whom the requesting Unit Owner made the request, a "Non-Disturbance Agreement") to any Occupant of such Unit Owner's Unit, provided the Occupant is not an Affiliate of the Unit Owner.

Section 18.03.

If any provision of this Declaration is invalid under, or would cause this Declaration to be insufficient to submit the Property to the provisions of, the Condominium Act, such provision shall be deemed deleted from this Declaration for the purposes of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration, all Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the land.

ARTICLE XIX

NOTICES

Section 19.01.

All notices, approvals, consents, elections, requests or other communications required or permitted to be given under this Declaration ("Notices") must be in writing and may be (a) delivered by a nationally recognized overnight courier, or (b) mailed by registered or certified mail, postage prepaid, with return receipt requested, and addressed, in the case of an Owner or Occupant, to such Owner or Occupant at the address of the Project, and in the case of a Notice to the Owner of the West Retail Unit, for so long as the BJ's Lease is in effect, with a copy to the notice address(es) for BJ's set forth on Exhibit V, or such other address as from time to time shall be supplied by any Owner or Occupant to the Board, all other Owners and the Homeowners Association by like Notice, addressed, in the case of the Board, to the Board at the address of the Project c/o Joshua L. Muss or such other address as from time to time shall be supplied by the Board to all Owners by like Notice, and addressed, in the case of the Homeowners Association, to the Homeowners Association at the address of the Project c/o Joshua L. Muss or such other address as from time to time shall be supplied by the Homeowners Association to all Owners and the Board by like notice. Any Notice sent to the Unit C Owner shall also be sent to Target Corporation, 1000 Nicollet Mall, Minneapolis, Minnesota 55403, Attention: Property Administration and to Target Corporation, 1000 Nicollet Mall – TPS-3155, Minneapolis, Minnesota 55403, Attention: Law Department. Notices will be deemed to be given, (i) if sent by overnight courier, on the first (1st) Business Day after being sent, and (ii) if sent by mail, on the date received by the addressee, as set forth on the return receipt. The period in which a response to a Notice must be given or taken shall run from (and such notice shall be deemed received on) the date of receipt by the addressee, provided, however, Notices sent in the manner prescribed above that are refused by an Owner, Occupant, the Board or the Homeowners Association or are unable to be delivered because of a changed address of which no notice was given in accordance with this Section 19.01 shall be deemed given and received on the date of such refusal or on the date sent, as applicable, and Notices sent to the last address supplied by an Owner, Occupant, the Board or the Homeowners Association in the manner prescribed above shall be deemed given and received upon receipt or refusal at such address even if such address is no longer the current address of such Owner, Occupant, the Board or the Homeowners Association. Each party shall be entitled to rely on all communications which purport to be on behalf of any other party and which purport to be signed by such party. Copies of all Notices hereunder shall also be sent to each Institutional Mortgagee and up to two other additional addressees, as may be requested by a party, provided that such copies of Notices (other than those specifically provided for above) shall be deemed courtesy copies only, and the failure of any such parties to receive any Notice shall not in any manner render the giving of such Notice ineffective against any party. The attorneys for the Owners, Occupants, the Board and the Homeowners Association are authorized to give and issue notices hereunder on behalf of their clients.

ARTICLE XX

WAIVER

Section 20.01.

No term, provision or condition contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to insist upon the strict keeping, observance or performance of the same, regardless of the number of violations or breaches which may occur, and the same shall continue and remain in full force and effect. No waiver shall be deemed to have been made unless the same shall be made in writing and signed by the Person so making the waiver.

ARTICLE XXI

SERVICE OF PROCESS

Section 21.01.

The Secretary of State of the State of New York (the "Secretary of State") is hereby designated to receive service of process in any action which may be brought against the Condominium or the Board. The Condominium and the Board shall notify the Secretary of State of the address to which a copy of any process received should be mailed.

Section 21.02.

All Owners shall give the Board prompt notice of any suit or proceeding brought against such Owner which may affect title to or use of its Unit.

ARTICLE XXII

SEVERABILITY

Section 22.01.

Subject to the provisions of Section 18.03, the invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provision had not been included herein.

ARTICLE XXIII

FURTHER ASSURANCES

Section 23.01.

Each Occupant shall, at the request of the Board or any Owner, execute, acknowledge and deliver to the requesting party, at the expense of the requesting party, such instruments, in addition to those specifically provided for herein, and take such other action, as such requesting party may reasonably request to effectuate the provisions of this Declaration or any transactions contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

ARTICLE XXIV

LIMITATION OF LIABILITY

Section 24.01.

(a) The liability of each Owner for the payment and performance of the obligations to be paid or performed under this Declaration by such Owner shall be limited to such Owner's interest in the Unit (including the related Owner's Installations) then owned by such Owner, in the event of any default by such Owner under this Declaration; and no other property or assets of any Owner, or any Affiliate, partner, shareholder, director, officer, member, principal, agent or employee of such Owner (the "Parties"), shall be subject to levy, execution or other enforcement procedure for the satisfaction of an Owner's obligations under or with respect to this Declaration, and none of the Parties shall be personally liable for the performance of an Owner's obligations under this Declaration.

(b) Notwithstanding anything set forth in this Declaration to the contrary, neither the Board nor the Retail Committee nor the Managing Agent shall be liable to any Owner or any other Person claiming through or under any Owner for any loss, injury or damage to such Owner or to any other Person, or to its or their property, or for any inconvenience, annoyance, interruption or injury to business arising from the performance (or failure to perform) by the Board, the Retail Committee, or the Managing Agent of any maintenance, repairs, alterations, additions or improvements in or to any portion of the Common Elements (nor shall any Owner be entitled to any abatement or suspension of its obligations to pay its Common Charges), irrespective of the cause of such loss, damage, inconvenience, annoyance, interruption or injury, except to the extent caused by or resulting from the gross negligence or willful misconduct of the Board, the Retail Committee, or the Managing Agent or their respective agents or employees in the operation, maintenance, repair or alteration of the Common Elements. No Affiliate, partner, shareholder, director, officer, member, principal, agent or employee of the Board, any Committee, or the Managing Agent shall be subject to levy, execution, or other enforcement proceeding for the satisfaction of the obligations of the Board, any Committee or the Managing Agent under or with respect to this Declaration, and none of the foregoing shall be personally liable for the

performance of the obligations of the Board, such Committee or the Managing Agent under this Declaration.

ARTICLE XXV

COUNTERPARTS

Section 25.01.

This Declaration may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

ARTICLE XXVI

APPROVAL RIGHTS

Section 26.01.

(a) Except where expressly provided to the contrary in this Declaration, any consent, determination, judgment, decision or approval required or permitted to be made by, or requirements or items required to be to the satisfaction of, any Owner shall be made or determined in the exercise of such Owner's reasonable discretion, and such consent, determination or approval shall not be unreasonably withheld, conditioned or delayed.

(b) Unless otherwise expressly provided in this Declaration, each response to a request for an approval or consent shall be given by the Owner to whom directed within twenty (20) days after receipt. Each disapproval shall be in writing and, subject to Section 26.01(a) above, the reasons shall be clearly stated. If a response is not given within the required time period, the requested party shall be deemed to have given its approval or consent provided that the request notice contains the following capitalized and boldfaced language: "THIS NOTICE CONTAINS A REQUEST FOR A CONSENT, DETERMINATION, JUDGMENT, DECISION OR APPROVAL PURSUANT TO SECTION 26.01 OF THE DECLARATION. IF YOU DO NOT RESPOND WITHIN TWENTY (20) DAYS OR ANY SHORTER PERIOD EXPRESSLY SET FORTH IN THE DECLARATION FOR A RESPONSE TO SUCH REQUEST, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE REQUEST CONTAINED HEREIN."

(c) The Approving Party for any Owner may give consents or approvals or make determinations, judgments, and decisions required or permitted to be made by an Owner under this Declaration on behalf of the Owner and such Owner shall be bound by such consents, approvals, determinations, judgments and decisions of its Approving Party, and the Board, the Retail Committee, the Managing Agent, any other Owner and any owner of the Residential Property may rely on the same without further inquiry.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

FLUSHING TOWN CENTER III, LP,
a Delaware limited partnership

By: FTC III GP, LLC,
a Delaware limited liability company, its general partner

By: Flushing Town Center, L.P.,
a Delaware limited partnership, its sole member

By: Allied Flushing G.P., LLC,
a Delaware limited liability company, its managing general partner

By: _____
Name: Joshua L. Muss
Title: Managing Member

The FTC Residential Company II, LP and FTC Residential Company III, L.P. are executing this Declaration solely for the purposes set forth in Section 15.07 of this Declaration.

FTC Residential Company II, L.P.,
a Delaware limited partnership

By: FTC Residential Company II GP, LLC,
a Delaware limited liability company, its general partner

By: Flushing Town Center, L.P.,
a Delaware limited partnership, its sole member

By: Allied Flushing G.P., LLC,
a Delaware limited liability company, its managing general partner

By: _____
Name: Joshua L. Muss
Title: Managing Member

FTC Residential Company III, L.P.,
a Delaware limited partnership

By: FTC Residential Company III GP, LLC,
a Delaware limited liability company, its general partner

By: Flushing Town Center, L.P.,
a Delaware limited partnership, its sole member

By: Allied Flushing G.P., LLC,
a Delaware limited liability company, its managing general partner

By: _____
Name: Joshua L. Muss
Title: Managing Member

STATE OF NEW YORK)
) ss:
COUNTY OF Queens)

On the 9th day of September, 2009 before me personally appeared Joshua L. Muss, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

MARCELENE L HENRY
COMM EXP. 05/04/2013
NOTARY PUBLIC
COMM NO. 01HE6250049
STATE OF NEW YORK

STATE OF NEW YORK)
) ss:
COUNTY OF Queens)

On the 9th day of September, 2009 before me personally appeared Joshua L. Muss, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

MARCELENE L HENRY
COMM EXP. 05/04/2013
NOTARY PUBLIC
COMM NO. 01HE6250049
STATE OF NEW YORK

STATE OF NEW YORK)
) ss:
COUNTY OF Queens)

On the 9th day of September, 2009 before me personally appeared Joshua L. Muss, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

MARCELENE L HENRY
COMM EXP. 05/04/2013
NOTARY PUBLIC
COMM NO. 01HE6250049
STATE OF NEW YORK

EXHIBIT A

The Land

RETAIL / PARKING PARCEL

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

Beginning at the point formed by the intersection of the southerly side of Roosevelt Avenue (120.00 feet wide) with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly along said westerly side of College Point Boulevard a distance of 312.18 feet to the point formed by the intersection of said westerly side of College Point Boulevard with the northwesterly side of 40 th. Road.

2) Thence southwesterly along said northwesterly side of 40 th. Road 891.29 feet to a point.

3) Thence northwesterly forming an interior angle of 127 degrees 12 minutes 25 seconds and a distance of 412.89 feet to a point on the easterly side of Van Wyck Expressway.

4) Thence northerly along said easterly side of Van Wyck Expressway 315.27 feet to a point on the easterly side of Flushing River.

5) Thence northerly along said easterly side of Flushing River 86.52 feet to a point.

6) Thence easterly forming an interior angle of 137 degrees 28 minutes 03 seconds and a distance of 49.50 feet to a point.

7) Thence northerly and perpendicular to Roosevelt Avenue 20.00 feet to a point on the southerly side of Roosevelt Avenue (95.00 feet wide).

8) Thence easterly along southerly side of Roosevelt Avenue (95.00 feet wide) 333.05 feet to an angle point therein.

9) Thence easterly along southerly side of Roosevelt Avenue (120.00 feet wide) 736.16 feet to the point or place of beginning.

Excluding from the above described property are the following lands:

PHASE I - Residential Towers 1 & 2
(East Building)
(Parcel "A" & Parcel "B")

PARCEL "A"

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

The following Parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 25.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 30.50 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue 30.00 feet to a point.

2) Thence easterly and parallel to said southerly side of Roosevelt Avenue 8.50 feet to a point.

3) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 39.00 feet to a point.

4) Thence westerly and parallel to said southerly side of Roosevelt Avenue 60.50 feet to a point.

5) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

6) Thence westerly and parallel to said southerly side of Roosevelt Avenue 26.08 feet to a point.

7) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

8) Thence westerly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

9) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

10) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

11) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

12) Thence westerly and parallel to said southerly side of Roosevelt Avenue 17.83 feet to a point.

13) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point

14) Thence westerly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

15) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

16) Thence westerly and parallel to said southerly side of Roosevelt Avenue 13.00 feet to a point.

17) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

18) Thence westerly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

19) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point.

20) Thence westerly and parallel to said southerly side of Roosevelt Avenue 26.92 feet to a point.

21) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

22) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

23) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

24) Thence westerly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

25) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

26) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

27) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

28) Thence westerly and parallel to said southerly side of Roosevelt Avenue 25.75 feet to a point.

29) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 79.42 feet to a point.

30) Thence easterly and parallel to said southerly side of Roosevelt Avenue 106.83 feet to a point.

31) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

32) Thence easterly and parallel to said southerly side of Roosevelt Avenue 41.00 feet to a point.

33) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

34) Thence easterly and parallel to said southerly side of Roosevelt Avenue 67.86 feet to the point.

35) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

36) Thence easterly and parallel to said southerly side of Roosevelt Avenue 40.14 feet to a point.

37) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

38) Thence easterly and parallel to said southerly side of Roosevelt Avenue 67.00 feet to a point.

39) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

40) Thence easterly and parallel to said southerly side of Roosevelt Avenue 41.00 feet to a point.

41) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

42) Thence easterly and parallel to said southerly side of Roosevelt Avenue 59.75 feet to a point.

43) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 10.42 feet to a point.

44) Thence easterly and parallel to said southerly side of Roosevelt Avenue 40.25 feet to the point or place of beginning.

PARCEL "B"
("Tower 2 projection")

The following Parcel begins at a plane elevation of ±94.83 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 47.63 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 493.83 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue 24.75 feet to a point.

2) Thence westerly and parallel to said southerly side of Roosevelt Avenue 4.67 feet to a point.

3) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 24.75 feet to a point.

4) Thence easterly and parallel to said southerly side of Roosevelt Avenue 4.67 feet to the point or place of beginning.

PHASE I – Residential Tower 3
(East Building)

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

The following parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 28.00 feet northwesterly and perpendicular to the northwesterly side of 40th Road (50.00 feet wide); which point is distant 8.56 feet southwesterly, as measured along said northwesterly side of 40th Road, from the point formed by the intersection of said northwesterly side of 40th Road with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southwesterly and parallel to said northwesterly side of 40th Road 260.40 feet to a point.

2) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 32.85 feet to a point.

3) Thence northeasterly and parallel to said northwesterly side of 40th Road 3.82 feet to a point.

4) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 45.57 feet to a point.

5) Thence northeasterly and parallel to said northwesterly side of 40th Road 4.00 feet to a point.

6) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 4.00 feet to a point.

7) Thence northeasterly and parallel to said northwesterly side of 40th Road 0.50 feet to a point.

8) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 12.02 feet to a point.

9) Thence northeasterly and parallel to said northwesterly side of 40th Road 137.34 feet to a point.

10) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 2.17 feet to a point.

11) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.30 feet to a point.

12) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 5.33 feet to a point.

13) Thence northeasterly and parallel to said northwesterly side of 40th Road 1.37 feet to a point.

14) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 6.00 feet to a point.

15) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.83 feet to a point.

16) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 3.33 feet to a point.

17) Thence northeasterly and parallel to said northwesterly side of 40th Road 1.52 feet to a point.

18) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 8.00 feet to a point.

19) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.16 feet to a point.

20) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 2.11 feet to a point.

21) Thence northeasterly and parallel to said northwesterly side of 40th Road 107.73 feet to a point.

22) Thence northeasterly and forming an interior angle of 154 degrees 25 minutes 25 seconds 8.59 feet to a point.

23) Thence southerly and forming an interior angle of 90 degrees 00 minutes 00 seconds 9.07 feet to a point.

24) Thence on a curve deflecting to the right having a radius of 83.16 feet, a central angle of 32 degrees 10 minutes 05 seconds and a distance of 46.69 feet to a point.

25) Thence southwesterly and parallel to said northwesterly side of 40th Road 14.12 feet to a point.

26) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 6.00 feet to a point.

27) Thence southwesterly and parallel to said northwesterly side of 40th Road 4.00 feet to a point.

28) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 15.42 feet to a point.

29) Thence southwesterly and parallel to said northwesterly side of 40th Road 0.42 feet to a point.

30) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 16.50 feet to the point or place of beginning.

RESIDENTIAL – PHASE II LANDS
(West Building including Towers 6, 7, & 8)

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

The following parcel begins at a plane elevation of ±74' feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 30.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 721.67 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to Roosevelt Avenue 584.00 feet to a point.

2) Thence westerly and at right angles to previous course 49.00 feet to a point.

3) Thence northerly and at right angles to previous course 28.17 feet to a point.

4) Thence easterly and at right angles to previous course 39.00 feet to a point.

5) Thence northerly and at right angles to previous course 50.83 feet to a point.

6) Thence westerly and at right angles to previous course 110.67 feet to a point.

7) Thence northerly and at right angles to previous course 3.00 feet to a point.

8) Thence westerly and at right angles to previous course 109.33 feet to a point.

9) Thence northerly and at right angles to previous course 84.00 feet to a point.

10) Thence westerly and at right angles to previous course 49.33 feet to a point.

11) Thence northerly and at right angles to previous course 69.00 feet to a point.

12) Thence easterly and at right angles to previous course 51.33 feet to a point.

13) Thence northerly and at right angles to previous course 83.50 feet to a point.

14) Thence westerly and at right angles to previous course 51.33 feet to a point.

15) Thence northerly and at right angles to previous course 69.00 feet to a point.

16) Thence easterly and at right angles to previous course 51.33 feet to a point.

17) Thence northerly and at right angles to previous course 88.50 feet to a point.

18) Thence westerly and at right angles to previous course 51.33 feet to a point.

19) Thence northerly and at right angles to previous course 51.54 feet to a point.

20) Thence northeasterly forming an interior angle of 105 degrees 17 minutes 55 seconds 66.19 feet to a point.

21) Thence easterly forming an interior angle of 164 degrees 42 minutes 05 seconds 185.67 feet to a point.

22) Thence northerly and at right angles to previous course 39.00 feet to a point.

23) Thence easterly and at right angles to previous course 29.82 feet to the point or place of beginning.

The foregoing Retail/Parking Parcel constituting the Land is comprised of Lots formerly known as Lot 1 and Lot 100 in Block 5066, which are more particularly bounded and described as follows:

LOT - 1

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

Beginning at the point formed by the intersection of the southerly side of Roosevelt Avenue (120.00 feet wide) with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly along said westerly side of College Point Boulevard a distance of 312.18 feet to the point formed by the intersection of said westerly side of College Point Boulevard with the northwesterly side of 40th Road.

2) Thence southwesterly along said northwesterly side of 40th Road 805.46 feet to a point.

3) Thence northerly and perpendicular to Roosevelt Avenue, a distance of 659.87 feet to a point on said southerly side of Roosevelt Avenue.

4) Thence easterly along said southerly side of Roosevelt Avenue 721.67 feet to the point or place of beginning.

Excluding from the above described property are the following lands:

PHASE I - Residential Towers 1 & 2
(East Building)
(Parcel "A" & Parcel "B")

PARCEL "A"

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

The following Parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 25.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 30.50 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue 30.00 feet to a point.

2) Thence easterly and parallel to said southerly side of Roosevelt Avenue 8.50 feet to a point.

3) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 39.00 feet to a point.

4) Thence westerly and parallel to said southerly side of Roosevelt Avenue 60.50 feet to a point.

5) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

6) Thence westerly and parallel to said southerly side of Roosevelt Avenue 26.08 feet to a point.

7) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

8) Thence westerly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

9) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

10) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

11) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

12) Thence westerly and parallel to said southerly side of Roosevelt Avenue 17.83 feet to a point.

13) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point

14) Thence westerly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

15) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

16) Thence westerly and parallel to said southerly side of Roosevelt Avenue 13.00 feet to a point.

17) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

18) Thence westerly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

19) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point.

20) Thence westerly and parallel to said southerly side of Roosevelt Avenue 26.92 feet to a point.

21) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

22) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

23) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

24) Thence westerly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

25) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

26) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

27) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

28) Thence westerly and parallel to said southerly side of Roosevelt Avenue 25.75 feet to a point.

29) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 79.42 feet to a point.

30) Thence easterly and parallel to said southerly side of Roosevelt Avenue 106.83 feet to a point.

31) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

32) Thence easterly and parallel to said southerly side of Roosevelt Avenue 41.00 feet to a point.

33) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

34) Thence easterly and parallel to said southerly side of Roosevelt Avenue 67.86 feet to the point.

35) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

36) Thence easterly and parallel to said southerly side of Roosevelt Avenue 40.14 feet to a point.

37) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

38) Thence easterly and parallel to said southerly side of Roosevelt Avenue 67.00 feet to a point.

39) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

40) Thence easterly and parallel to said southerly side of Roosevelt Avenue 41.00 feet to a point.

41) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

42) Thence easterly and parallel to said southerly side of Roosevelt Avenue 59.75 feet to a point.

43) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 10.42 feet to a point.

44) Thence easterly and parallel to said southerly side of Roosevelt Avenue 40.25 feet to the point or place of beginning.

PARCEL "B"
("Tower 2 projection")

The following Parcel begins at a plane elevation of ±94.83 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 47.63 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 493.83 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue 24.75 feet to a point.

2) Thence westerly and parallel to said southerly side of Roosevelt Avenue 4.67 feet to a point.

3) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 24.75 feet to a point.

4) Thence easterly and parallel to said southerly side of Roosevelt Avenue 4.67 feet to the point or place of beginning.

PHASE I – Residential Tower 3
(East Building)

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

The following parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 28.00 feet northwesterly and perpendicular to the northwesterly side of 40th Road (50.00 feet wide); which point is distant 8.56 feet southwesterly, as measured along said northwesterly side of 40th Road, from the point formed by the intersection of said northwesterly side of 40th Road with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southwesterly and parallel to said northwesterly side of 40th Road 260.40 feet to a point.

2) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 32.85 feet to a point.

3) Thence northeasterly and parallel to said northwesterly side of 40th Road 3.82 feet to a point.

4) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 45.57 feet to a point.

5) Thence northeasterly and parallel to said northwesterly side of 40th Road 4.00 feet to a point.

6) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 4.00 feet to a point.

7) Thence northeasterly and parallel to said northwesterly side of 40th Road 0.50 feet to a point.

8) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 12.02 feet to a point.

9) Thence northeasterly and parallel to said northwesterly side of 40th Road 137.34 feet to a point.

10) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 2.17 feet to a point.

11) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.30 feet to a point.

12) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 5.33 feet to a point.

13) Thence northeasterly and parallel to said northwesterly side of 40th Road 1.37 feet to a point.

14) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 6.00 feet to a point.

15) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.83 feet to a point.

16) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 3.33 feet to a point.

17) Thence northeasterly and parallel to said northwesterly side of 40th Road 1.52 feet to a point.

18) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 8.00 feet to a point.

19) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.16 feet to a point.

20) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 2.11 feet to a point.

21) Thence northeasterly and parallel to said northwesterly side of 40th Road 107.73 feet to a point.

22) Thence northeasterly and forming an interior angle of 154 degrees 25 minutes 25 seconds 8.59 feet to a point.

23) Thence southerly and forming an interior angle of 90 degrees 00 minutes 00 seconds 9.07 feet to a point.

24) Thence on a curve deflecting to the right having a radius of 83.16 feet, a central angle of 32 degrees 10 minutes 05 seconds and a distance of 46.69 feet to a point.

25) Thence southwesterly and parallel to said northwesterly side of 40th Road 14.12 feet to a point.

26) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 6.00 feet to a point.

27) Thence southwesterly and parallel to said northwesterly side of 40th Road 4.00 feet to a point.

28) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 15.42 feet to a point.

29) Thence southwesterly and parallel to said northwesterly side of 40th Road 0.42 feet to a point.

30) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 16.50 feet to the point or place of beginning.

LOT - 100

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

Beginning at a point on the southerly side of Roosevelt Avenue (120 feet wide) distant 721.67 feet westerly, as measured along said southerly side of Roosevelt Avenue from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100 feet wide).

1. Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue, a distance of 659.87 feet to a point on the northwesterly side of 40th Road.

2. Thence southwesterly and forming an interior angle of 115 degrees 34 minutes 35 seconds along said northwesterly side of 40th Road, a distance of 85.83 feet to a point.

3. Thence northwesterly and forming an interior angle of 127 degrees 12 minutes 25 seconds a distance of 412.89 feet to a point.

4. Thence northerly and forming an interior angle of 113 degrees 31 minutes 09 seconds a distance of 315.27 feet to a point on the easterly side of the Flushing River.

5. Thence northerly and forming an interior angle of 151 degrees 31 minutes 48 seconds along said easterly side of the Flushing River a distance of 86.52 feet to a point.

6. Thence easterly and forming an interior angle of 137 degrees 28 minutes 03 seconds a distance of 49.50 feet to a point.

7. Thence northerly and perpendicular to Roosevelt Avenue a distance of 20.00 feet to a point on the southerly side of Roosevelt Avenue (95.00 feet wide).

8. Thence easterly along said southerly side of Roosevelt Avenue, a distance of 333.05 feet to an angle point therein.

9. Thence easterly at an interior angle of 164 degrees 42 minutes 04.5 seconds along said southerly side of Roosevelt Avenue, a distance of 14.49 feet to the point or place of beginning.

Excluding from the above described property are the following lands:

RESIDENTIAL – PHASE II LANDS
(West Building including Towers 6, 7, & 8)

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

The following parcel begins at a plane elevation of ±74' feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 30.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 721.67 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to Roosevelt Avenue 584.00 feet to a point.

2) Thence westerly and at right angles to previous course 49.00 feet to a point.

3) Thence northerly and at right angles to previous course 28.17 feet to a point.

4) Thence easterly and at right angles to previous course 39.00 feet to a point.

5) Thence northerly and at right angles to previous course 50.83 feet to a point.

6) Thence westerly and at right angles to previous course 110.67 feet to a point.

7) Thence northerly and at right angles to previous course 3.00 feet to a point.

8) Thence westerly and at right angles to previous course 109.33 feet to a point.

9) Thence northerly and at right angles to previous course 84.00 feet to a point.

10) Thence westerly and at right angles to previous course 49.33 feet to a point.

11) Thence northerly and at right angles to previous course 69.00 feet to a point.

12) Thence easterly and at right angles to previous course 51.33 feet to a point.

13) Thence northerly and at right angles to previous course 83.50 feet to a point.

14) Thence westerly and at right angles to previous course 51.33 feet to a point.

15) Thence northerly and at right angles to previous course 69.00 feet to a point.

16) Thence easterly and at right angles to previous course 51.33 feet to a point.

17) Thence northerly and at right angles to previous course 88.50 feet to a point.

18) Thence westerly and at right angles to previous course 51.33 feet to a point.

19) Thence northerly and at right angles to previous course 51.54 feet to a point.

20) Thence northeasterly forming an interior angle of 105 degrees 17 minutes 55 seconds 66.19 feet to a point.

21) Thence easterly forming an interior angle of 164 degrees 42 minutes 05 seconds 185.67 feet to a point.

22) Thence northerly and at right angles to previous course 39.00 feet to a point.

23) Thence easterly and at right angles to previous course 29.82 feet to the point or place of beginning.

EXHIBIT B

BY-LAWS

Of

SKY VIEW CENTER COMMERCIAL CONDOMINIUM

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ARTICLE I

DEFINITIONS

Terms used and not otherwise defined in these By-Laws have the meanings set forth in the Declaration to which these By-Laws are annexed.

ARTICLE II

BOARD OF MANAGERS; RETAIL COMMITTEE; MANAGING AGENT

Section 2.01 Number; Qualifications; Committees

(a) There shall be a Board of Managers of the Condominium (the "Board"), consisting of five (5) members (the "Managers"), one (1) of whom shall be appointed by each of the Unit Owners. The Managers shall be elected or appointed at each annual meeting of the Owners or, in the case of failure to act at any such meeting, at a special meeting called for such purpose. No Manager need be an Owner, but all Managers must be individuals. Subject to these By-Laws, each Manager shall hold office until the next annual meeting of Owners and thereafter until such Manager's successor is duly elected or appointed and qualified.

(b) The three (3) Managers elected or appointed by the Owners of Units A, B and C, as such Units may be subdivided in accordance with Section 7.02 of the Declaration, shall constitute the "Retail Committee".

(c) All rights, powers, privileges and duties of the Board relating exclusively to the Retail Common Elements, as stated in the Declaration and these By-Laws, including those enumerated in Section 2.07 below, are hereby delegated to and vested solely and exclusively in the Retail Committee.

(d) If any Unit is subdivided in accordance with Section 7.02 of the Declaration, the Unit Owners of all of the subdivided Units (each a "Subdivided Unit") created or subdivided from time to time from a Unit as constituted on the date the Declaration was originally recorded (an "Original Unit") shall have the right collectively to designate a single Manager, who shall vote on behalf of all the Owners of the subdivided Units that originally constituted such Original Unit.

Section 2.02 Vacancies

Vacancies on the Board caused by any reason other than the removal of a Manager as provided in Section 2.03 shall be filled by the Owner or Owners that elected or appointed the Manager whose position is now vacant.

Section 2.03 Removal

Any Manager may be removed from office, with or without cause, by the Owner who shall have elected or appointed such Manager. If any Manager shall be so removed, a new

Manager may be elected or appointed by the Owner who had elected or appointed the removed Manager.

Section 2.04 Meetings

The Board shall hold a meeting at the place of the annual meeting of Owners and as soon as practicable after such annual meeting, and no notice thereof shall be necessary. Other meetings of the Board or the Retail Committee may be held at such times and at such places as the business of the Condominium shall require. Any of the Board or the Retail Committee may establish regular meetings which may be held at such places and at such times as the respective body may from time to time by vote determine, and when any such meeting or meetings shall be so determined no further notice shall be required. Notice of any other meetings and other notices to the Managers shall be given to each Manager by the Secretary or Retail Committee member, as applicable, designated to provide such notices, or by the Person or Persons calling the meeting, by delivering written notice of such meeting to the applicable Managers not less than ten(10) days prior to the meeting. Furthermore, copies of all notices and agendas for meetings shall be given to each Unit Owner. Any Manager may waive notice of any meeting in writing signed by himself or his or her duly authorized attorney-in-fact either before or at or after the meeting. The presence of any Manager at any meeting shall be the equivalent of a waiver of the requirement of the giving of notice of said meeting to such Manager. In the case of any meeting for which a notice is required to be given in accordance with the foregoing provisions of this Section 2.04, there may be transacted at such meeting such business as is set forth in such notice.

Section 2.05 Quorum — Voting

A majority of the Board or the Retail Committee shall constitute a quorum for the transaction of business at any meeting of the Board or the Retail Committee, respectively. The vote of a majority of the Board or the Retail Committee present at any Board or Retail Committee meeting shall be sufficient to adopt decisions and take action binding upon the Board and the Condominium.

Section 2.06 Written Consent of Managers; Telephonic Meetings

Any action required or permitted to be taken by vote at any meeting of the Board or the Retail Committee may be taken without a meeting if a written consent, setting forth the action so taken, is signed by, in the case of the Board, all members of the Board and in the case of the Retail Committee, all Retail Committee members. Managers may participate in a meeting by means of a conference telephone or similar communications equipment in which all Persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 2.07 Powers of the Board

Subject to Section 2.01(c), Section 2.08 and Section 2.09 hereof, the restrictions contained in Section 2.10 hereof, and to the provisions of the Declaration, the Board shall have all of the rights, powers, privileges and duties necessary or desirable for the administration of the affairs of the Condominium, including the following:

(a) to exercise all of the powers conferred upon the Board by the Declaration, these By-Laws or the Condominium Act with respect to the Operation of the General Common Elements and any other matters which are conferred upon the Board by the Condominium Act, or which may be conferred upon the Board by the Declaration or these By-Laws;

(b) subject to §339-1 of the Condominium Act, to make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board;

(c) to provide or cause to be provided all goods and services required by the Declaration, these By-Laws or Legal Requirements or which the Board, in its discretion, deems necessary for the proper Operation of the General Common Elements;

(d) to render, or cause to be rendered, statements, when required by law, of any Assessment, and to pursue any legal action it deems appropriate against any Owner who does not timely pay any Assessment against its Unit;

(e) to bring an action on behalf of all Owners with respect to any cause of action relating to the General Common Elements as the Board deems advisable;

(f) to elect the officers of the Condominium, set their compensation at reasonable and competitive rates, and otherwise exercise the powers regarding officers of the Condominium as set forth in these By-Laws;

(g) to open bank accounts on behalf of the Condominium and to determine who shall be authorized to execute or sign all instruments on behalf of the Condominium and the Board;

(h) subject to Section 2.09 below, to engage the services of a managing agent to perform such duties and services (which services may include services in connection with the Operation of the Retail Common Elements as well as the Operation of the General Common Elements) as the Board shall authorize, to fix the compensation of such managing agent (at a reasonable and competitive rate) and to delegate to such managing agent such of its powers and duties as it deems advisable, provided, however, to the extent the services include services in connection with the Operation of the Retail Common Elements, subject to the reasonable approval of the Retail Committee;

(i) to employ and remove such personnel as may be necessary in connection with the Operation of the General Common Elements and to establish the compensation of such employees at reasonable and competitive rates;

(j) to procure such fidelity bonds as the Board deems advisable covering officers and employees of the Condominium handling and responsible for the Condominium's funds and personal property, and to procure managers' and officers' liability insurance if the Board deems it advisable; the premiums of such bonds and insurance shall be General Common Expenses;

(k) to determine policies and to adopt and amend Rules and Regulations (the initial Rules and Regulations being annexed to the Declaration as Exhibit F and the Parking Unit Operating Standard (the initial Parking Unit Operating Standard being annexed to the Declaration as Exhibit E), which, in the reasonable judgment of the Board, shall be necessary or desirable for the reputation, safety, care or appearance of the Property, the preservation of the good order therein, the maintenance and Operation of the General Common Elements, or the comfort of Occupants or others in the Project, provided that the same (i) are not inconsistent with any limitations on the rights, powers and responsibilities of the Board under the Declaration and these By-laws, (ii) do not materially adversely affect the permitted use or operation of any Unit and (iii) do not materially adversely affect the marketability of any Unit or the ability of an Owner to obtain financing thereon;

(l) to perform any and all duties imposed on the Board by Legal Requirements and Insurance Requirements;

(m) to obtain and maintain insurance as required by Article XI of the Declaration;

(n) to determine the Common Charges and Unit Expenses;

(o) to collect the Common Charges and Unit Expenses;

(p) to enter into leases, licenses, easements or other agreements for the exclusive or non-exclusive use of, subject to Section 5.02(c) of the Declaration, portions of the General Common Elements for kiosks or other similar arrangements for the sale of seasonal goods, for non-commercial purposes (including, without limitation, performances or shows) or for other purposes, which agreements may be with Owners or Affiliates of Owners, upon such terms and conditions as the Board determines in its sole discretion, provided no such uses shall have a material adverse effect on access to, visibility of, or use of any of the Units or the Limited Common Elements appurtenant thereto; and

(q) to enter into Non-Disturbance Agreements with Occupants in accordance with Section 18.02 of the Declaration.

Section 2.08 Powers of the Retail Committee

Subject to Section 2.01(c) and Section 2.10 hereof and the provisions of the Declaration, the Retail Committee shall have all of the, rights, powers, privileges and duties necessary or desirable for the administration of the affairs of the Retail Common Elements, including the following:

(a) to exercise all of the powers conferred upon the Board by the Declaration, the By-Laws or the Condominium Act with respect to the Operation of the Retail Common Elements;

(b) subject to §339-1 of the Condominium Act, to make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Retail Committee;

(c) to provide or cause to be provided all goods and services required by the Declaration, these By-Laws or Legal Requirements or which the Retail Committee, in its discretion, deems necessary for the proper Operation of the Retail Common Elements;

(d) to bring an action on behalf of any Retail Owner with respect to any cause of action relating to the Retail Common Elements as the Retail Committee deems advisable;

(e) to employ and remove such personnel as may be necessary in connection with the Operation of the Retail Common Elements and to establish the compensation of such employees at reasonable and competitive rates;

(f) to enter into leases, licenses, easements or other agreements for the exclusive or non-exclusive use of (i) subject to Section 5.02(c) of the Declaration and the rights of the Owner of the East Retail Unit pursuant to Section 14.07 of the Declaration, portions of the Retail Common Elements, including, without limitation, for kiosks or other similar arrangements for the sale of seasonal merchandise, for non-commercial purposes (including, without limitation, performances or shows) or for other purposes and (ii) the Designated Rooftop Communication Areas for the purposes contemplated by Section 14.06 of the Declaration, which agreements may be with, the Retail Owners or their Affiliates, upon such terms and conditions as the Retail Committee determines in its sole discretion, provided no such uses shall have a material adverse effect on access to, visibility of, or use of any of the Units or the Limited Common Elements appurtenant thereto;

(g) to determine policies which, in the reasonable judgment of the Retail Committee, shall be necessary or desirable for the efficient passage of pedestrians through the Mall Accessway, the safety, care or appearance of the Mall Accessway, the preservation of the good order therein, the maintenance and Operation of the Retail Common Elements, or the comfort of Occupants or others in the Project, provided that the same (i) are not inconsistent with any limitations on the rights, powers and responsibilities of the Retail Committee under the Declaration and these By-laws, (ii) do not materially adversely affect the permitted use or operation of any Unit and (iii) do not materially adversely affect the marketability of any Unit or the ability of an Owner to obtain financing thereon; and

(h) to adopt and amend the Signage Standards (the initial Signage Standards being annexed to this Declaration as Exhibit N) which, in the reasonable judgment of the Retail Committee, shall be necessary or desirable for the reputation, safety, care or appearance of the Property or the maintenance and Operation of the Retail Common Elements, provided that the same are not inconsistent with any limitations on the rights, powers and responsibilities of the Retail Committee under the Declaration and these By-Laws.

Section 2.09 Managing Agent

The Person to be engaged by the Board as managing agent for the Condominium shall be a Person which, together with all of its Affiliates, has substantial experience in managing first-class so-called mixed use projects in the Market Area. The initial managing agent for the

Condominium shall be Allied Flushing Management, LLC which shall serve as the managing agent until replaced by the Board pursuant to the terms of the Declaration and these By-Laws.

Section 2.10 Restrictions

Neither the Board nor the Retail Committee may:

(a) without the prior written approval of all the Owners: (i) engage in any transaction for the profit of its own account; (ii) hold title to property other than (1) accounts held by the Board or the Retail Committee, as agent for and on behalf of the Owners and the Retail Owners, respectively, and (2) property acquired as agent for and on behalf of the Owners pursuant to the Condominium Act; (iii) make or agree to any material change in the Exterior Façade Treatment, except to the extent required by Legal Requirements; (iv) make or agree to any material change (1) to the location or physical layout of the General Common Elements or (2) to the Residential Site Plan or to the Design Standards, except to the extent required by Legal Requirements, (v) charge the Owners as a General Common Expense or a Unit Expense (or with respect to the Residential Access Unit Owner a Residential Capital Expense Amount) any portion of the expense incurred by the Board in undertaking any discretionary capital improvement to the General Common Elements; (vi) change the Project Name; or (vii) grant any consents or approvals or make any determinations, judgments or decisions required or permitted to be made by the Commercial Parcel Owner or the Board under Paragraph 10(c) of Exhibit M; and as to clauses (v) and (vii) the approval of the Owners shall not be unreasonably withheld, conditioned or delayed;

(b) without the prior written approval of all the Owners of the Retail Units, (i) make or agree to any material change: (1) to the location or physical layout of the Retail Common Elements or (2) to the Signage Standards, except to the extent required by Legal Requirements; or (ii) charge the Owners of the Retail Units as Retail Common Expenses any portion of the expense incurred by the Board or Retail Committee in undertaking any discretionary capital improvement to any parts of the Retail Common Elements; or (iii) obtain goods or services for the Condominium from an Affiliate of any Owner except on market terms and rates and on an arms' length basis for comparable quality goods or services; and as to clauses (i)(2) and (ii), the approval of the Owners of the Retail Units shall not be unreasonably withheld, conditioned or delayed;

(c) without the prior written approval of all of the Owners of the Retail Units and the Parking Unit make or agree to any material change (1) to the points of ingress to or egress from the Project, (2) to the location or physical layout of the Central Parking Structure, (3) to the Parking Unit Operating Standard or (4) to the Signage Standards relating to the Parking Unit, except to the extent required by Legal Requirements;

(d) adopt or amend a rule or regulation if the same will adversely affect the use or operation of any Retail Unit as one or more retail stores, the Parking Unit as a parking garage or the Residential Access Unit for its intended purposes or materially increases the cost of operating any Retail Unit as one or more retail stores, or the Parking Unit as a parking garage or the Residential Access Unit for its intended purposes, or affects

the Units in any materially adverse or disparate manner, without the prior written approval of the affected Owner(s); and

(e) notwithstanding the foregoing, without the prior written approval of the Owner of the Residential Access Unit, make or agree to any material change (i) to the Parking Unit Operating Standard that affects parking rights of the Residents or the responsibilities and duties of the Parking Unit Owner with respect to operation, maintenance and repair of the Residential Parking Areas, (ii) to the location or physical layout of the Residential Parking Areas, or (iii) to the points of ingress to or egress from the Residential Access Unit, the Residential Valet Parking Area or any exclusive Residential Parcel Easement or (iv) to the Signage Standards for the project identification sign at the corner of College Point Boulevard and Roosevelt Avenue, except to the extent required by Legal Requirements, and, as to clauses (i) and (iv), the approval of the Owner of the Residential Access Unit shall not be unreasonably withheld, conditioned and delayed.

Except in the event of an emergency or as necessary to comply with Legal Requirements, to restore after a casualty or to prevent personal injury or property damage or to perform work then in progress, no work or changes described in clauses (a)(iii), (a)(iv)(1), (b)(i)(1) or (c)(1) or (2) above or other work to exterior portions of the Project shall be undertaken between October 15th of each year and January 15th of the following year.

For purposes of this Section 2.10, a "discretionary capital improvement" shall mean any capital improvement other than a capital improvement required by Legal Requirements or Insurance Requirements or a Repair following a casualty to, or destruction of, the Property or any part thereof or required as a result of condemnation of a part of the Property.

To the extent any proposed action by the Board or the Retail Committee requires the prior consent of any Owner, the Board or the Retail Committee, as applicable, shall submit to each applicable Owner a summary of the proposed action, accompanied by an explanation of the Board's or the Retail Committee's reasons for proposing such action, and in the case of clause (a)(iii), (iv)(1) or (2), and clause (b)(i)(1) or (2), clause (c)(i)(1), (2) or (4) and clause (e)(ii), (iii) or (iv), a copy of drawings, plans and/or specifications, as appropriate, for the proposed design change or capital improvement and an estimate of the cost thereof, which submission shall be made not less than thirty-five (35) days prior to the date the Board or the Retail Committee intends to commence such proposed action. If an Owner does not respond to such request within thirty (30) days following the receipt of such submission, then the Board or Retail Committee, as applicable, shall send a written notice to such Owner to the effect that failure to respond within five (5) days of its receipt shall constitute consent to the proposed actions, and if such Owner does not respond within said five (5) day period such Owner's consent to the proposed action shall be deemed given. Any objection to a proposed action shall be accompanied by specific reasons, and the Board shall have the right to resubmit to such Owner, for such Owner's approval, the proposed action with such changes as the Board deems appropriate to address such reasons. Any response by an Owner to a resubmission shall be made within fifteen (15) days following the receipt of such resubmission, and if such Owner does not respond to such request within fifteen (15) days following the receipt of such resubmission, then the Board or the Retail Committee, as applicable, shall send a written notice to such Owner to the effect that failure to respond to such written notice within five (5) days of its receipt shall constitute consent to the

proposed action as so changed, and if such Owner does not respond within said five (5) day period such Owner's consent to the proposed action as so changed shall be deemed given. Approval of drawings or plans by any Owner does not constitute assumption of responsibility for the accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that such plans comply with applicable laws. Neither the Board nor the Retail Committee shall make any material deviation from approved drawings or plans or from an approved action without the prior consent of such Owner. The Approving Party of any Owner may act on behalf of, and bind, each Owner with respect to any approval or consent of such Owner required under this paragraph.

Section 2.11 Compensation

There shall be no compensation paid to members of the Board or the Retail Committee for acting as such.

Section 2.12 Liability of Managers

The Managers (whether acting on behalf of the Board or the Retail Committee) shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual gross negligence, willful misconduct or bad faith. The Owners shall and do hereby hold harmless each of the Managers and officers elected by the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium or the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration.

ARTICLE III

MEETING OF OWNERS

Section 3.01 Annual Meetings

An annual meeting of the Owners for the election of Managers and for the transaction of such other business as may properly come before such meeting shall be held at 10:00 A.M. on the second Tuesday of January in each year, if not a legal holiday, or if a legal holiday then on the next succeeding business day not a legal holiday.

Section 3.02 Special Meetings

Special meetings of the Owners may be called at any time by the President or the Board, such special meetings to be held at such time as shall be fixed in the notice of such meetings given pursuant to Section 3.05. Only such business may be transacted at a special meeting as is related to the purpose or purposes set forth in the notice thereof given pursuant to Section 3.05.

Section 3.03 Place of Meetings

Meetings of the Owners shall be held at such place within the City of New York as shall from time to time be fixed or determined by the Board.

Section 3.04 Adjournment

Any meeting of the Owners may be adjourned for any reason by any Owner to a time and place determined by the Owners. At any such adjourned meeting any business may be transacted which might have been transacted at the meeting as originally called.

Section 3.05 Notice of Meetings

Written notice of the date, time and place of each annual or special meeting of the Owners shall be given by the President or the Secretary by mail to each Owner, not less than ten (10) nor more than sixty (60) days before the meeting. Notice of each special meeting shall also indicate that it is being issued by or at the direction of the Person calling the meeting and shall state the purpose or purposes for which the meeting is called. Notices, if mailed, shall be directed to each Owner at its address as it appears on the records of the Condominium or, if such Owner shall have filed with the Secretary a written request that notices to it be mailed to some other address, at the address so designated.

Notice of any meeting need not be given to an Owner who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting, or who attends a meeting, in person or by proxy.

Section 3.06 Chairman and Secretary

Each meeting of the Owners shall be presided over by the President of the Condominium or, if he shall not be present, a Person chosen by the Owners at the meeting to act as chairman thereof. The Secretary of the Condominium who shall act as the secretary of each such meeting or, if he shall not be present, a Person chosen by the Owners at the meeting, shall keep minutes of the proceedings thereof and shall cause the same to be recorded in books provided for that purpose.

Section 3.07 Voting

(a) The total number of votes of the Owners shall be one hundred and shall be divided among the Owners (including the Owners of Subdivided Units) in accordance with their respective General Common Interests attributable to their Unit or Subdivided Unit, as applicable; provided that with respect to matters exclusively relating to the Retail Common Elements (but not matters relating to the General Common Elements), the Residential Access Unit Owner and the Parking Unit Owner shall not be entitled to vote and the Retail Owners shall be one hundred votes divided among such Owners (including the Owners of Subdivided Units) in accordance with their Retail Common Interests attributable to their Unit or Subdivided Unit, as applicable. All decisions to be made by the Owners, except with regard to election of Managers in accordance with the provisions of Section 2.01 and except as otherwise expressly provided in Section 2.10 of these By-Laws or in the Declaration, must be approved by Owners or Retail Owners, as applicable, owning more than fifty percent (50%) of the General Common Interests or Retail Common Interests, respectively, as are present at a meeting, in person or by proxy.

(b) Each Owner may empower any Person to vote as the proxy of such Owner at any meeting of Owners by written proxy or authorization filed with the Secretary. Such written proxy or authorization, unless especially limited by its terms, shall remain effective until there shall be filed with the Secretary a written revocation of the same or a written proxy or authorization of later date.

Section 3.08 Quorum

Except as otherwise provided by law, the presence at a meeting, in person or by proxy, of Owners entitled to vote at such meeting owning fifty percent (50%) of General Common Interests or Retail Common Interests, as applicable, shall be necessary and sufficient to constitute a quorum for the transaction of business.

Section 3.09 Written Consent of Owners

Any action required or permitted to be taken by vote at any meeting of the Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all Owners entitled to vote on such matters.

ARTICLE IV

OFFICERS

Section 4.01 Number

The officers of the Condominium shall be a President, such number of Vice Presidents as the Board may from time to time determine, a Secretary, a Treasurer and such other officers as may be elected in accordance with Section 4.03. Any two or more offices may be held by the same Person, except that no Person may hold the offices of both President and Secretary.

Section 4.02 Election, Term of Office and Qualification

Each officer specifically designated in Section 4.01 shall be elected by the Board and shall hold office until the first meeting of the Board held after the next annual meeting of Owners and until such officer's successor shall have been elected, or until such Officer's death, resignation or removal in the manner provided in Section 4.04 or 4.05. No officer, except the President, need be a Manager, and no officer need be an Owner.

Section 4.03 Subordinate Officers and Agents

The Board may from time to time elect other officers, including without limitation one or more Assistant Secretaries and/or Assistant Treasurers, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine and shall be subject to removal at the pleasure of the Board.

Section 4.04 Removal

Any officer elected by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board.

Section 4.05 Vacancies

Any vacancy occurring in any office may be filled by the Board.

Section 4.06 President

The President shall be the chief executive officer of the Condominium and, subject to the control of the Board, shall preside over meetings of the Board, the Retail Committee and Owners and exercise general supervision over the property, affairs and business of the Condominium. The President shall, in general, have all powers and perform all duties incident to the office of President and chief executive officer and shall exercise and perform such other powers and duties as may from time to time be assigned to the President by the Board or prescribed by these By-Laws.

Section 4.07 Vice Presidents

Each Vice President shall, in general, have all powers and perform all duties incident to the office of Vice President and shall exercise and perform such other powers and duties as may from time to time be assigned to such Vice President by the Board or the President or prescribed by these By-Laws. In the absence or disability of the President, the Vice President or, if more than one, the Vice Presidents in the order of their seniority or such other order as the Board may from time to time determine, shall exercise the powers and perform the duties of the President.

Section 4.08 The Secretary

The Secretary shall act as secretary at, and keep the minutes of, the meetings of Owners, the Retail Committee and of the Board, and cause the same to be recorded in books provided for that purpose. The Secretary shall, in general, have all powers and perform all duties incident to the office of Secretary and shall exercise and perform such other powers and duties as may from time to time be assigned to the Secretary by the Board or the President or prescribed by these By-Laws.

Section 4.09 The Treasurer

The Treasurer shall have custody of the funds of the Condominium and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Condominium. The Treasurer shall cause all moneys and other valuable effects to be deposited in the name and to the credit of the Condominium in such depositories as may be designated by the Board. The Treasurer shall cause the funds of the Condominium to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements, and shall render to the President and the Board, whenever requested by any of them, (a) an account of all of such Treasurer's transactions as Treasurer and of the financial condition of the

Condominium, and (b) true copies of all financial statements and/or reports prepared by the Condominium's accountants. The Treasurer shall, in general, have all powers and perform all duties incident to the office of Treasurer and shall exercise and perform such other powers and duties as may from time to time be assigned to the Treasurer by the Board or the President or prescribed by these By-Laws.

ARTICLE V

FISCAL YEAR

The fiscal year of the Condominium shall be the calendar year, until such time as the Board adopts a different fiscal year.

ARTICLE VI

ASSESSMENT FOR COMMON CHARGES - PAYMENT OF UNIT EXPENSES

Section 6.01 Common Charges

(a) Within ten (10) days after the recording of the Declaration, the Board shall submit to each Owner a copy of the proposed budget for Property Insurance Expenses and to each Retail Unit Owner a copy of the proposed budget for the General Common Expenses and Retail Common Expenses, itemized by the subcategories shown on the Expense Allocation Schedule, for the remainder of the fiscal year in which the Declaration is filed, together with the Board's calculation of the Assessment (as hereinafter defined) for each Owner for the remainder of such fiscal year. At least sixty (60) days prior to the commencement of each subsequent fiscal year of the Condominium, the Board shall submit to each Owner a copy of the proposed budget for the Property Insurance Expenses and to each Retail Unit Owner a copy of the General Common Expenses and Retail Common Expenses, itemized by the subcategories shown on the Expense Allocation Schedule, for such fiscal year. If any Owner disapproves any item of the proposed budget for Property Insurance Expenses or any Retail Unit Owner disapproves any item of the proposed budget for General Common Expenses or Retail Common Expenses, it must do so by notifying the Board in writing within thirty (30) days after receipt of the proposed budget (the "Dispute Period"), specifying the item(s) which it disputes. In such event, the disputing Owner or the disputing Retail Unit Owner, as applicable, and the Board shall in good faith mutually cooperate to resolve the disputed item(s). If the dispute is not resolved within thirty (30) days after any disapproval notice is given, the Board, or the Retail Committee, as applicable, shall resolve the dispute by majority vote of the Board or Retail Committee, as applicable. If any Owner or Retail Unit Owner, as applicable, fails to notify the Board of its disapproval of the proposed budget for Property Insurance Expenses or General Common Expenses or Retail Common Expenses, as applicable, or any item therein within the Dispute Period, said Owner shall be deemed to have approved the applicable proposed budget. Upon the lapse of the Dispute Period, the Board shall adopt the proposed budgets for the Property Insurance Expenses, the General Common Expenses and the Retail Common Expenses, as adjusted, if applicable, in accordance with the dispute procedure set forth in this Section 6.01, and the budgets (collectively, the "Budget") so adopted shall be the Budget for the next succeeding

fiscal year (or, in the case of the initial Budget for the Project if it is for a period of less than twelve (12) months, the then current fiscal year). The expenses in the Budget shall be generally categorized as shown on the Expense Allocation Schedule attached to these By-Laws and made a part hereof as Schedule 1 (the "Expense Allocation Schedule") and allocated to each Unit Owner in the percentages (individually, a "Common Charge Percentage" and collectively, the "Common Charge Percentages"), and using the methodology, set forth in the Expense Allocation Schedule. The total amount charged or apportioned to each Owner pursuant to this Section 6.01 , including, without limitation, Capital Expenses, is called an "Assessment".

(b) No Owner may exempt itself from liability for payment of its Assessment by waiver of the use or enjoyment of any of the General Common Elements and/or Retail Common Elements, or by abandonment of its Unit. In addition, no Owner may withhold or delay any payment of an Assessment or any other amount due hereunder, as computed by the Board, on the ground that such Owner has disputed any apportionment made by the Board.

(c) The expenses attributable to the Residential Parcel for General Common Expenses shown on the Expense Allocation Schedule and Property Insurance Expenses have been allocated to the Residential Access Unit and are included in the Residential Access Unit Common Charges as provided in this Section 6.01, and the Residential Access Unit Owner shall be liable for payment of all Assessments in respect thereof.

Section 6.02 Payment of Assessments

Each Owner shall pay to the Board in advance on the first day of each calendar month 1/12th of such Owner's Assessment for the fiscal year in which such month occurs.

Section 6.03 Delay in Preparation of Common Charges

Any omission or delay in submitting the proposed budget for the Property Insurance Expenses, General Common Expenses or Retail Common Expenses, or in determining any subcategory of expense, for any fiscal year shall not relieve the Owner from liability for payment of the same. In such event, the Owner, pending determination thereof, shall pay monthly installments of Property Insurance Expenses or any subcategory of General Common Expenses or Retail Common Expenses that has not yet been determined in an amount equal to the amount for the undetermined category(ies) contained in the regularly monthly installments of Assessments for the immediately preceding fiscal year or, in respect of the fiscal year in which the Declaration is recorded, in an amount calculated in accordance with Section 6.01(a) based on the proposed budget amounts for any category not finally determined.

Section 6.04 Revisions to Common Charges

The Board may, at any time and from time to time, revise the General Common Expenses or Retail Common Expenses or any category of expense in the Budget for any fiscal year, or revise the Residential Contribution in accordance with the definition thereof as set forth in Schedule 1A of the By-Laws. If such revisions, in the aggregate, result in increases to the

Budget for the then current fiscal year in excess of five percent (5%) of the aggregate amount of such Budget, the Board shall furnish each Owner, if there are revisions to the Property Insurance Expenses, with a copy of the revised budget for the Property Insurance Expenses and each Retail Unit Owner, if there are revisions to the General Common Expenses or the Retail Common Expenses, with a copy of the revised budget for the General Common Expenses and the Retail Common Expenses within thirty (30) days after the Budget is revised to exceed such amount. If the aggregate amount of any such revised Property Insurance Expenses, General Common Expenses or Retail Common Expenses or other category of expense in the Budget or the Residential Contribution shall be greater than the amount prior to such revision, each applicable Owner shall pay to the Board within thirty (30) days following receipt of a copy of such revised Property Insurance Expenses, General Common Expenses or Retail Common Expenses or revised Residential Contribution, a sum computed by deducting the payments theretofore made by such Owner for such fiscal year pursuant to Section 6.02 or 6.03 prior to receipt of such revised amount from the payments that such Owner would have been obligated to make pursuant to Section 6.02 had such revised amount been adopted prior to the commencement of such fiscal year. Monthly payments pursuant to Section 6.02 becoming due after receipt of a revised amount shall be made on the basis of such revised amount.

Section 6.05 Payment of Unit Expenses

Each Owner shall pay to the Board the amount of Unit Expenses in respect of such Owner's Unit within twenty (20) days after submission to such Owner of an invoice therefor.

Section 6.06 Books of Account, Audit

The Board, on behalf of all Owners, shall maintain or cause to be maintained separate books of account of the Property Insurance Expenses, General Common Expenses and Retail Common Expenses, in each case itemized based on the subcategories shown on the Expense Allocation Schedule, and Unit Expenses, and shall have such books of account available for inspection by each Owner or such authorized Owner's representative during business hours on business days. The Board shall annually, within one hundred and twenty (120) days after the end of each fiscal year, render or cause to be rendered an audited statement to each Owner of all receipts and disbursements during the preceding fiscal year. Furthermore, the Board shall render or cause to be rendered an unaudited monthly statement to each Owner of all receipts and disbursements during the preceding calendar month.

Section 6.07 Taxes and Assessments

The Owners shall be obligated to cause the real property taxes and business improvement district ("BID") assessments for its Unit and the General Common Interests and/or Retail Common Interests appertaining thereto to be assessed separately by the proper Governmental Authority and to pay all such real property taxes or BID assessments so determined directly to the proper Governmental Authority. The foregoing sentence shall apply to all types of taxes or BID assessments which now are or may hereafter be assessed separately by law on each Unit and the General Common Interests and/or Retail Common Interests appertaining thereto or the personal property or any other interest of the Owner. Each Owner

shall execute such documents and take such action as may be reasonably specified by the Board to facilitate dealing with the proper Governmental Authority regarding such taxes or BID assessments and other taxes and assessments. If, in the opinion of the Board, any taxes, BID assessments or other assessments may be a lien on the entire Property or any part of the Common Elements, the Board may pay such taxes or assessments and shall assess the same to the Owners in accordance with their respective General Common Interests and Retail Common Interests. Such assessments by the Board shall be secured by the lien created by Section 6.08.

Section 6.08 Lien for Common Charges and Unit Expenses

The Board, on behalf of all Owners, shall have a lien on each Unit for the unpaid Common Charges and Unit Expenses assessed to or otherwise payable by the Owner of such Unit, collectible as provided in Section 339-z of the Condominium Act, prior to all other liens, except only liens for taxes and assessments lawfully imposed by a Governmental Authority against such Unit and liens of the Institutional Mortgages against such Unit. All Common Charges and Unit Expenses which are not paid within twenty (20) days after notice thereof, shall bear interest at a rate per annum equal to the Interest Rate, but in no event in excess of the maximum rate of interest permitted by Legal Requirements. The Board's lien for Common Charges and Unit Expenses may be foreclosed in the manner provided in §339-aa of the Condominium Act, provided that no action shall be brought to foreclose such lien unless thirty (30) days' written notice of claim of lien is mailed to the Owner of the Unit and any Institutional Mortgagee of record thereof. The Board, acting on behalf of the Owners (other than the Owner of the Unit subject to foreclosure), shall have power to bid in the amount of its lien on the Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the Unit. Suit to recover a money judgment for unpaid Common Charges or Unit Expenses shall be maintainable without foreclosing or waiving the lien securing such Common Charges or Unit Expenses. Reasonable attorneys' fees and expenses in connection with collection of the debt secured by such lien or foreclosure thereof shall be paid by the Owner against whom such action is brought and secured by such lien. If a court of competent jurisdiction shall make a final and non-appealable determination that any Unit Expense paid by an Owner is in excess of the actual amount of such Unit Expense, such Owner shall be entitled to interest on the amount of such excess at the Interest Rate for the period from the date of payment until the date of repayment of such excess to such Owner, and such interest shall be deemed a General Common Expense.

Section 6.09 Liability for Unpaid Assessments and Unit Expenses

In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments and Unit Expenses of the grantor up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantor or grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid Assessments and Unit Expenses accrued against the Unit, and neither shall such grantee be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments or Unit Expenses accrued prior to such conveyance in excess of the amount therein set forth. Such grantor shall remain liable for such unpaid Assessments or Unit Expenses and if the understatement of unpaid Assessments or Unit Expenses in such statement resulted from the gross negligence of the Managing Agent, then the Managing Agent shall be responsible for such unpaid amounts. Notwithstanding anything to

the contrary in the preceding sentence, the Managing Agent shall have no responsibility for any such understatement if the statement is given prior to a year-end reconciliation of expenses and such understatement results from such year-end reconciliation.

ARTICLE VII

INDEMNIFICATION

Section 7.01 Indemnification of Managers, Officers and Employees

(a) To the fullest extent permitted by law, the Condominium shall indemnify each Person made or threatened to be made a party to any civil or criminal action or proceeding by reason of the fact that (i) he, or his testator or intestate, is or was a Manager or an officer of the Condominium or (ii) he, or his testator or intestate, being or having been a Manager or an officer of the Condominium, served any other corporation of any type or kind, domestic or foreign, in any capacity, at the request of the Condominium.

(b) The Board shall have power on behalf of the Condominium to indemnify any Person (other than a Manager or an officer of the Condominium) providing any goods or services to or for the Condominium in the ordinary course of business to such extent as the Board in its reasonable judgment may from time to time determine.

Section 7.02 Insurance for Indemnification

To the fullest extent permitted by law and to the extent available at commercially reasonable premium costs, the Board may purchase and maintain insurance (a) to indemnify the Condominium for any obligation, as required by law or by a court order, incurred as a result of the indemnification of Managers and officers of the Condominium, (b) to indemnify Managers and officers of the Condominium in instances in which they may be indemnified by the Condominium under the provisions of this Article VII and (c) to indemnify Managers and officers of the Condominium in instances in which they may not otherwise be indemnified by the Condominium under this Article VII. The cost of purchasing and maintaining such insurance shall be included in General Common Expenses.

ARTICLE VIII

MORTGAGES

Section 8.01 Notice to Board

An Owner who mortgages its Unit or the holder of such mortgage shall notify the Board of the name and address of the Institutional Mortgagee and shall file a conformed copy of the note and mortgage with the Board. An Owner who satisfies a mortgage covering its Unit shall so notify the Board and shall file a conformed copy of the recorded satisfaction of mortgage with the Board.

Section 8.02 Notice of Default; Unpaid Assessments; Unit Expenses; Etc.

Whenever so requested in writing by an Institutional Mortgagee of a Unit, the Board shall promptly report to such Institutional Mortgagee any default by the Owner of the Unit covered by the Institutional Mortgage held by such Institutional Mortgagee in the payment of Assessments, Unit Expenses or any other default by such Owner which may to the Board's knowledge then exist under the Declaration, these By-Laws or any Rules or Regulations. The Board, when giving notice to an Owner of any such default, shall also send a copy of such notice to such Institutional Mortgagee.

Section 8.03 Performance by Institutional Mortgagees

The Board shall accept payment of any sum or performance of any act by the holder of an Institutional Mortgage affecting a Unit which is required to be paid or performed by the Owner of such Unit pursuant to the Declaration or these By-Laws or any Rules and Regulations adopted by the Board, with the same force and effect as though paid or performed by such Owner, so long as such payment or performance is completed within the applicable cure periods set forth in the Declaration and these By-Laws.

Section 8.04 Examination of Books

Each Institutional Mortgagee having an Institutional Mortgage against a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on Business Days.

Section 8.05 Consent of Institutional Mortgagees

Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any Institutional Mortgagee shall be required with respect to any determination or act of the Board, the Retail Committee or any Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any Institutional Mortgagee against its mortgagor.

Section 8.06 Additional Provisions Relating to Institutional Mortgages

Notwithstanding anything to the contrary contained in the Declaration, these By-Laws or the Condominium Act:

(a) All liens and security interests, now existing or which in the future may exist, in favor of the Owners and/or the Board relating to the Condominium, these By-Laws, the Condominium Act (including, without limitation, Section 339-z thereof) or otherwise shall be, and at all times remain, subordinate to the Institutional Mortgages on any Unit and the lien and security interest created by each such mortgage and to all amendments, modifications, supplements, extensions, restatements and renewals thereof and to all advances thereunder.

(b) The Board shall promptly send to each Institutional Mortgagee having an Institutional Mortgage against a Unit a copy of each notice with respect to the Condominium sent to or received from the Owner of the mortgaged Unit by the Board.

(c) Without, in each case, the prior consent of each Institutional Mortgagee having an Institutional Mortgage against a Unit, the Property shall not be withdrawn from the Condominium Act or be subject to an action for partition.

(d) Each Institutional Mortgagee having an Institutional Mortgage against a Unit is intended to be, and is hereby expressly made, a third party beneficiary of the provisions of this Article VIII and each such Institutional Mortgagee may rely thereon to the same extent as if such provisions were contained in a direct agreement with such Institutional Mortgagee.

(e) The Board shall, upon request of any Institutional Mortgagee having an Institutional Mortgage against a Unit, enter into an agreement with such Institutional Mortgagee, upon terms and conditions reasonably acceptable to the Board, providing that the Board shall deliver notice of default to such Institutional Mortgagee and providing to such Institutional Mortgagee an opportunity to cure the default (which shall be not more than thirty (30) days from receipt of such notice, unless the cure requires more than thirty (30) days, taking into account the time necessary for such Institutional Mortgagee to obtain legal possession of the Unit (which shall not include possession by a receiver), in which case such Institutional Mortgagee shall be required to commence such cure within not more than thirty (30) days from receipt of such notice and thereafter prosecute such cure with diligence until completed) and containing such other terms as the Institutional Mortgagee may reasonably request. In no event shall a monetary default be deemed to require more than thirty (30) days to cure.

Notwithstanding the foregoing, in the event of a default which is inherently incurable, not susceptible of cure by an Institutional Mortgagee having an Institutional Mortgage against a Unit, or not curable because such Owner has failed to perform a covenant wholly unrelated to possession of its Unit, then such Institutional Mortgagee or its designee shall be deemed to have cured such default if Common Charges and Unit Expenses for such Unit shall be current and such Institutional Mortgagee or such designee shall have acquired the interest of the Owner in and to its Unit by foreclosure or transfer in lieu thereof.

(f) No Institutional Mortgagee shall be entitled to the benefits of the provisions of this Article VIII unless and until written notice of the existence of the mortgage on a Unit held by such Institutional Mortgagee is given to the Board as provided in Section 8.01 hereof.

(g) The Board shall for all purposes (including without limitation voting rights) recognize each Institutional Mortgagee having an Institutional Mortgage against a Unit as a Unit Owner prior to foreclosure, provided that such Institutional Mortgagee has given notice to the Board that it has commenced an action to foreclose or has certified that an event of default has occurred under the terms of the Institutional Mortgage. No such notice or

certification shall relieve the applicable borrowing Owner from any of its obligations under the Declaration or these By-laws.

(h) Any rights of an Owner hereunder or under the Declaration, to purchase another Unit in the Buildings shall neither apply to the exercise by an Institutional Mortgagee of its rights to foreclose or accept a deed in lieu of foreclosure, nor to a sale of a Unit by the Institutional Mortgagee following a foreclosure or acceptance of a deed in lieu of foreclosure.

(i) The lien of any mortgage shall not be deemed impaired in any respect in the event such mortgage shall not constitute an Institutional Mortgage hereunder; provided, however, that a mortgagee under a mortgage which does not constitute an Institutional Mortgage shall not be afforded the rights granted to Institutional Mortgagees hereunder or pursuant to the Declaration.

ARTICLE IX

OPERATION OF THE PROPERTY

Article VIII of the Declaration is hereby incorporated into these By-Laws and made a part hereof.

ARTICLE X

TERMINATION

Section 10.01 Withdrawal from Act

The Declaration shall terminate when all Owners (with the prior consent of all Institutional Mortgagees having an Institutional Mortgage against any Unit) authorize withdrawal of the Property from the Condominium Act, in which event the provisions of Section 339-t of the Condominium Act shall become applicable.

Section 10.02 Winding Up

The members of the Board acting collectively as agent for all Owners shall continue to have such powers as in this Article are granted with respect to the winding up of the affairs of the Condominium, notwithstanding that the Board or the Condominium may be dissolved upon termination.

ARTICLE XI

AMENDMENTS

No modification of or amendment to these By-Laws shall be valid unless set forth in an amendment to the Declaration, approved as provided therein, and duly recorded in the Register's Office.

SCHEDULE 1

Expense Allocation Schedule

SCHEDULE 1

EXPENSE ALLOCATION SCHEDULE[1]

Common Charge Percentages[2]

Categories of Expenses	West Retail Unit	East Retail Unit	Target Unit	Parking Unit	Residential Access Unit
General Common Expenses	40.25% of [General Common Expenses minus the Residential Contribution]	37.42% of [General Common Expenses minus the Residential Contribution]	22.33% of [General Common Expenses minus the Residential Contribution]	0%	($) Residential Contribution
Property Insurance Expenses ("PIE")					
Base Coverage (all Property Insurance except Optional I&B Coverage)	Retail Base Coverage Share			Parking Base Coverage Share	Residential Base Coverage Share
	40.25% of Retail Base Coverage Share	37.42% of Retail Base Coverage Share	22.33% of Retail Base Coverage Share		
Optional I&B Coverage	INS%	INS%	INS%	INS%	INS%
Retail Common Expenses	40.25%	37.42%	22.33%	0%	0%
Condenser/Heating Water System Expenses	EW%	EW%	0%	0%	0%

[1] All terms used in this Expense Allocation Schedule are defined in the Expense Allocation Schedule Definitions on Schedule 1A attached hereto.

[2] The Common Charge Percentages are based on the floor area of the respective Units, expressed in square feet, computed in accordance with the Measurement Methodology. Any change in the floor area of the Unit, whether prior, or subsequent, to the filing of this Declaration, shall be reflected in an adjustment to the Common Charge Percentages. Upon completion of the initial construction of the Project, the floor area of the Units will be remeasured, in accordance with the Measurement Methodology, to determine if any adjustment is required.

SCHEDULE 1A

EXPENSE ALLOCATION SCHEDULE DEFINITIONS

"Core and Shell Components" shall mean the portions of the Unit (or the portions of the applicable portion(s) of the Project) in question which are General Common Elements, the Central Parking Structure and the Insured Residential Tower Property.

"EW%" means a percentage determined by multiplying 100 by a number equal to [such Unit's total tonnage of HVAC divided by the combined total tonnage of HVAC floor area being serviced by the East Retail Unit and the West Retail Unit].

"General Common Expenses" or "GCE" has the meaning specified in Article I.

"GLA" means gross leaseable area.

"Improvements and Betterments" shall mean all portions of the Unit (or area) in question (including, without limitation, the improvements, betterments, fixtures and finishes therein or initially or from time to time made thereto) except for the Core and Shell Components and any personal or other contents, inventory or similar items contained therein.

"INS%" means a percentage determined by multiplying 100 by a number equal to the Optional I&B Coverage amount maintained by the Board for such Unit divided by the total Optional I&B Coverage amounts maintained by the Board for all Units.

"Optional I&B Coverage" has the meaning specified in Section 11.04(f) of the Declaration.

"Pro Rate Share Percentage" or "PRS%" means a percentage determined by multiplying 100 by a number equal to such Unit's GLA divided by the total GLA of the Project.

"Parking Base Coverage Share" means the total annual base coverage property insurance premium multiplied by the ratio of a) the sum of (i) 100% of the replacement cost of the Central Parking Structure and (ii) 16.34% of the Replacement Cost of the Core and Shell Components of the East Building divided by (b) the sum of (iii) the Replacement Cost of the Core and Shell Components of the Project and (iv) the Replacement Cost of the Core and Shell Components of the Residential Buildings.

"Residential Alternative General Common Expense Allocation" means the product expressed as a percentage of: (i) the aggregate number of Completed Units divided by the Total Unit Count, and (ii) Residential Gross Floor Area Ratio (as hereinafter defined). "Total Unit Count" shall equal 1,050 but shall be adjusted to the actual number of Completed Units upon the completion of the Residential Towers.

"Residential Base Coverage Share" the total annual base coverage property insurance premium multiplied by the ratio of (a) the sum of (i) 100% of the replacement cost of the Core and Shell

Components of the Residential Towers (ii) 4.68% of the Replacement Cost of the Core & Shell Components of the East Retail Building and (iii) 5.00% of the Replacement Cost of the Core and Shell Components of the West Retail Building divided by (b) the sum of (iii) the Replacement Cost of the Core and Shell Components of the Project and (iv) the Replacement Cost of the Core and Shell Components of the Residential Towers.

"Residential Contribution" means an amount equal to the sum of (i) the Residential Operating Expense Amount and (ii) the Residential Capital Expense Amount. The "Residential Operating Expense Amount" shall equal the product of (x) $200, as increased on January 1 of each year commencing on January 1 of the year (the "Escalation Date") next succeeding the year in which a temporary certificate of occupancy is issued for any of the residential units in a Residential Tower ($200, as so increased the "Base Rate"), multiplied by (y) the aggregate number of Completed Units, and further increased as provided herein. On the tenth (10^{th}) anniversary of the Escalation Date and on the anniversary of the Escalation Date every ten (10) years thereafter, the then current Base Rate shall be increased to an amount equal to the product of the Consumer Price Index Fraction multiplied by the then current Base Rate, but in no event shall the resulting Base Rate be less than the then current Base Rate. For purposes hereof, the "Completed Units" shall mean all condominium units in the condominiums comprising the Residential Towers for which a temporary certificate of occupancy has been issued. The Residential Contribution shall be calculated, and adjusted as applicable, monthly on the first day of each month following the date on which a temporary certificate of occupancy is issued for any of the residential units in "Tower 3", and the Assessment for the Residential Contribution shall be adjusted concurrently therewith. The "Residential Capital Expense Amount" shall be the product of: (i) the Residential Alternative General Common Expense Allocation; and (ii) the cost of any capital improvement pertaining to the General Common Elements.

"Replacement Cost of the Core and Shell Components of the Central Parking Structure" shall initially be deemed to be $38,000,000.

"Replacement Cost of the Core and Shell Components of the East Retail Building" shall initially be deemed to be (a) $110.50 multiplied by (b) the gross square footage of the East Retail Building.

"Replacement Cost of the Core and Shell Components of the Project" shall initially be deemed to be the sum of (a) the Replacement Cost of the Central Parking Structure, (b) the Replacement Cost of the Core and Shell Components of the East Retail Building, and (c) the Replacement Cost of the Core and Shell Components of the West Retail Building.

"Replacement Cost of the Core and Shell Components of the Residential Towers" shall initially be deemed to be (a) $143.50 multiplied by (b) the aggregate gross square footage of all Residential Towers for which certificates of occupancy have been issued.

"Replacement Cost of the Core and Shell Components of the West Retail Building" shall initially be deemed to be (a) $110.50 multiplied by (b) the Gross Square footage of the West Retail Building.

"Residential Operating Expense Amount" – See "Residential Contribution".

"Retail Base Coverage Share" equals the total annual base coverage property insurance premium multiplied by the ratio of (a) the sum of (i) 78.98% of the replacement cost of the Core and Shell Components of the East Retail Building (ii) 95.00% of the replacement cost of the Core and Shell Components of the West Retail Building divided by (b) the sum of (iii) the Replacement Cost of the Core and Shell Components of the Project and (iv) the Replacement Cost of the Core and Shell Components of the Residential Towers.

"Retail Common Expenses" has the meaning specified in Article I of the Declaration.

EXHIBIT C

List of Condominium Plans

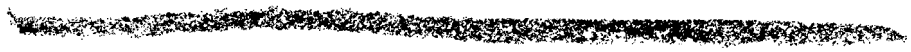
Plans, dated _____, 2009, prepared by Perkins Eastman – Sky View Center Mixed Use Development

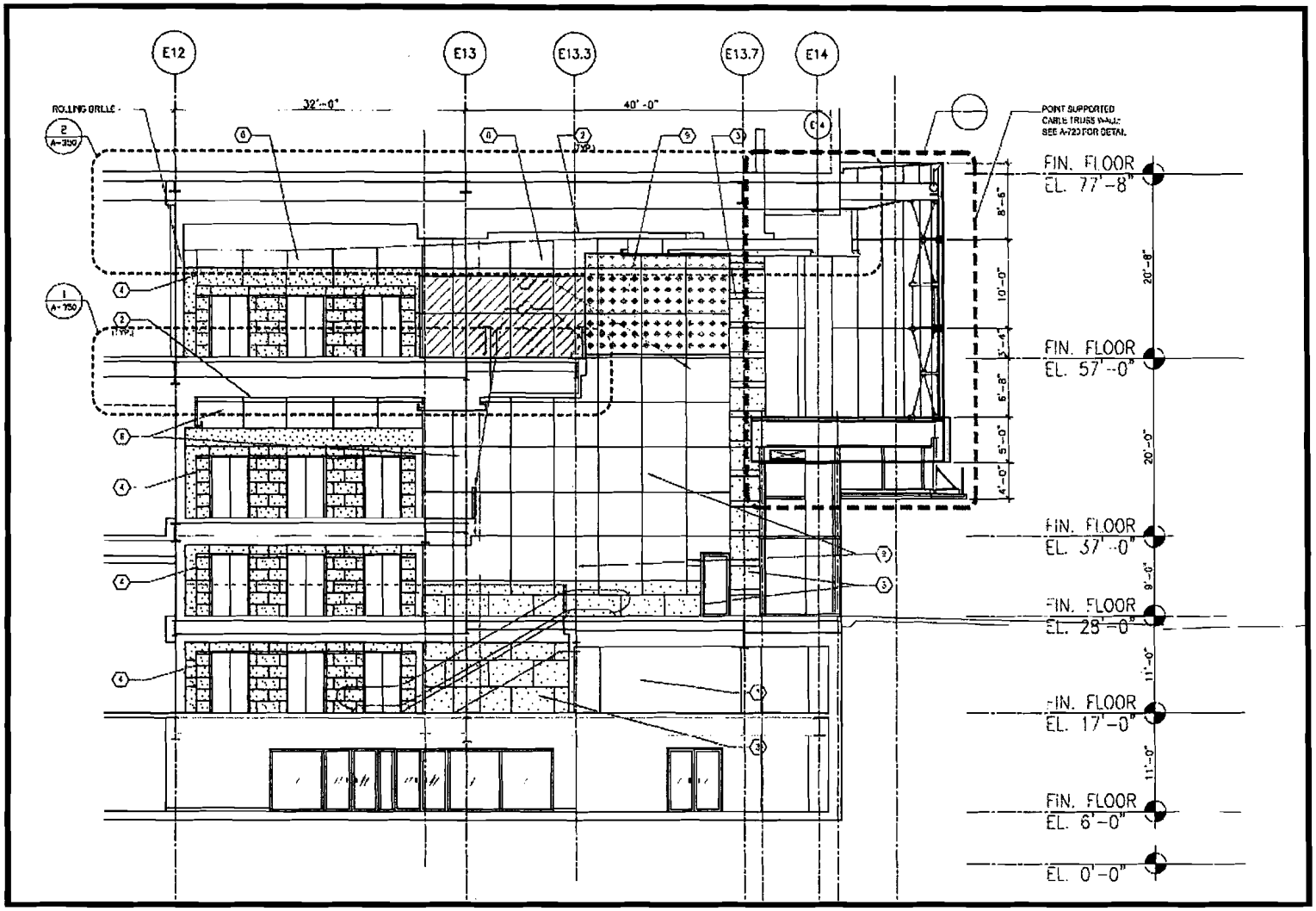
Units & Common Elements Set
CCD1 – Key
CCD1-E-100 – Cellar Level East
CCD1-E-101 – 1st Level East
CCD1-E-102 – 1st Level Mezz. & 2nd Level Partial East
CCD1-E-103 – 3rd Level East
CCD1-E-104 – 4th Level East
CCD1-E-105 – 5th Level East
CCD1-E-202 – East Building North/East – Elevations
CCD1-E-203 – East Building South – Elevation
CCD1-W-100 – Cellar Level West
CCD1-W-101 – 1st Level West
CCD1-W-102 – 2nd Level West
CCD1-W-103 – 3rd Level West
CCD1-W-104 – 4th Level West
CCD1-W-105 – 5th Level West
CCD1-W-212 – West Building North – Elevations
CCD1-W-213 – West Building South/West – Elevations

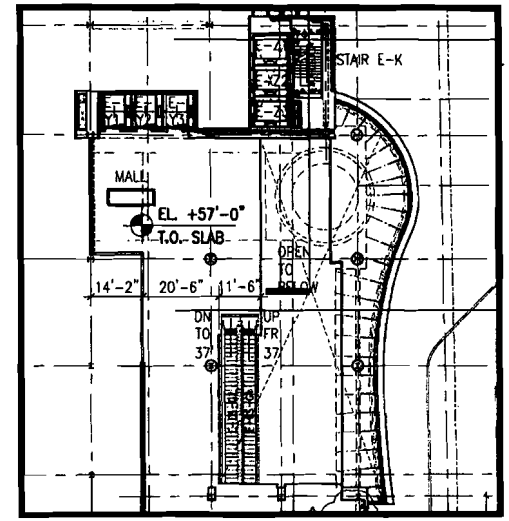
Defined Terms & Easements Set
CCD2 – Key
CCD2-E-100 – Cellar Level East
CCD2-E-101 – 1st Level East
CCD2-E-102 – 1st Level Mezz. & 2nd Level Partial East
CCD2-E-103 – 3rd Level East
CCD2-E-104 – 4th Level East
CCD2-E-105 – 5th Level East
CCD2-E-106 – 6th Level East
CCD2-E-107 – Rooftop East
CCD2-E-202 – East Building North/East – Elevations
CCD2-E-203 – East Building South – Elevation
CCD2-W-100 – Cellar Level West
CCD2-W-101 – 1st Level West
CCD2-W-102 – 2nd Level West
CCD2-W-103 – 3rd Level West
CCD2-W-104 – 4th Level West
CCD2-W-105 – 5th Level West
CCD2-W-106 – 6th Level West
CCD2-W-107 – Roof Top West
CCD2-W-212 – West Building North – Elevations
CCD2-W-213 – West Building South/West – Elevations

EXHIBIT D

Target Extended Storefront Area







Area A

Area B

Sky View Center

Commercial Condominium

Exhibit D – Target Extended Storefront Area

PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

[redacted]

DRAWING TITLE:
INTERIOR ELEVATION AT RETAIL LOBBY

SCALE: [redacted]

A-500

EXHIBIT E

Parking Unit Operating Standard

1. Retail Parking.

(a) The Central Parking Area and East Retail Swing Parking Area of the Parking Unit (collectively, the "Retail Parking Area") shall be available, subject to Section 5.01(b) of the Declaration, for parking ("Retail Parking") by the customers, employees, agents and invitees of the Retail Unit Owners and the customers employees, agents and invitees of the Occupants of the Retail Units. The Retail Parking Area shall be available on a self-parking, first-come, first-served basis. Ingress and egress for the Retail Parking Area shall be located at two points, one on 40th Road entering the lowest level of the Central Parking Area designated as the "South Retail Vehicular Access" on the Condominium Plans and the other on Roosevelt Avenue entering into the second level of the Central Parking Area designated as the "North Retail Vehicular Access" on the Condominium Plans. Upon entering the Central Parking Area, customers will be required to take a ticket from a gated machine and, upon completion of shopping, pay the parking fee at one of the several pay-on-foot kiosks located on the various levels of the Central Parking Area. Once the parking fee is paid at the kiosk, customers will have a brief period of time (approximately fifteen (15) minutes) to exit the garage by inserting the paid parking ticket into a gated machine at the exit. The insertion of the ticket will allow the gate to open and the customer to exit. An attendant will be stationed near at least one of the exit(s) to address any customer issues.

(b) The base rates (inclusive of New York City parking taxes) for the Retail Parking Area during the first twelve (12) months of operations (the "Initial Hourly Base Rates"; the Initial Hourly Base Rates as increased from time to time in accordance with the provisions of this Exhibit E, the "Hourly Base Rates") will not exceed the following rates:

up to one-half (½) hour	$1.00
more than one-half (1/2) hour and up to one (1) hour	$2.00
more than one (1) hour and up to two (2) hours	$3.00
more than two (2) hours and up to three (3) hours	$5.00
more than three (3) hours and up to four (4) hours	$12.00
more than four (4) hours and up to five (5) hours	$18.00
more than five(5) hours	$24.00

Operator shall have the right, in its sole discretion, to increase the Hourly Base Rates, provided, however, the rates for three (3) hours or less shall increase no more frequently than once in any twelve (12) month period, to amounts that do not exceed an amount equal to 110% of the highest hourly rates for the equivalent number of hours then charged by Gateway Center at Bronx Terminal Market ("BTM") or, if BTM ceases to exist or to be comparable in character to the

Project, such substitute project within the Market Area as Operator may propose, such proposed substitute project to be subject to the reasonable consent of the Retail Committee. Any increase in the Hourly Base Rates for periods of three (3) hours or less in excess of the foregoing or decrease in the Hourly Base Rates for periods more than three (3) hours shall require the unanimous consent of the Retail Committee. Notwithstanding anything herein to the contrary, the Initial Hourly Rates and the Hourly Base Rates may be amended from time to time, without the consent of the Retail Committee, to comply with applicable Legal Requirements.

(c) The Hourly Base Rates shall not apply to Overnight Parking or Prolonged Parking. For purposes hereof: (i) "Overnight Parking" shall mean parking for vehicles that enter the Retail Parking Area (1) Sunday through Thursday after 7:00 p.m. or Friday or Saturday after 9:00 p.m., and (2) remain at least to 2:00 a.m. the next morning, but depart no later than 8:00 a.m. the next morning; and (ii) "Prolonged Parking" shall mean parking for vehicles that enter the Retail Parking Area and do not leave by 8:00 a.m. the next morning. The Parking Unit Owner has the right to charge an Overnight Parking rate for Overnight Parking when, and if, it so determines in its sole discretion, provided, however, any decrease in the rate for Overnight Parking below the initial rate set forth below or changes in the period to which the rate for Overnight Parking applies shall be subject to the consent of the Retail Committee, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parking Unit Owner agrees to take all actions reasonably necessary to minimize the impact of Overnight Parking on any retail operations at the Project, including, but not limited to, restricting Overnight Parking to certain areas of the Retail Parking Area and/or limiting the number of vehicles that are permitted to utilize Overnight Parking. The initial rate for Overnight Parking shall be $6.00. The initial rate for Prolonged Parking shall be the sum of (i) the maximum Event Day Rate (whether or not Event Day Parking is then in effect) plus (ii) an hourly charge equal to 25% of the maximum Event Day Rate (whether or not Event Day Parking is then in effect) for each hour after 8:00 a.m. that the vehicle remains in the Retail Parking Area, but in no event in excess of rates permitted by Legal Requirements. Any decrease in the rate for Prolonged Parking or changes in the period to which the rate for Prolonged Parking applies shall be subject to the consent of the Retail Committee, not to be unreasonably withheld, conditioned or delayed.

(d) The Hourly Base Rates shall not apply to Event Day Parking or to Overnight Parking that constitutes Event Day Parking. For purposes hereof, "Event Day Parking" shall mean parking on any day or night that there is an event at Citi Field, the USTA Tennis Center, Flushing Meadow-Corona Park and/or downtown Flushing. The Parking Unit Owner has the right to charge Event Day Rates when, in its reasonable judgment, Event Day Parking would materially adversely impact the availability of parking in the Retail Parking Area. The initial Event Day Rates (inclusive of New York City parking taxes) are as follows:

Same as the Hourly Base Rates
for up to three (3) hours

Over three (3) hours - $30.00

The Event Day Rates for parking times greater than three (3) hours shall not be subject to regulation by the Board or the Retail Committee, except decreases in the Event Day Rates for parking times greater than three (3) hours shall be subject to the consent of the Retail Committee,

not to be unreasonably withheld, conditioned or delayed. Changes in rates for parking of three (3) hours or less shall be subject to the provisions of Paragraph 1(b) above.

(e) Operator shall be permitted to use the Parking Unit for any operations permitted under Section 5.01 of the Declaration, including, without limitation, the operation of a taxi stand and shopping cart collection stations.

2. Residential Parking. (a) The Residential Parking Areas shall be used primarily for attendant parking servicing the Residential Parcel Owners, their employees, agents, contractors, tenants, licensees and invitees (collectively, "Residents"). Vehicular ingress and egress for the Residential Valet Parking Area shall be located at the point on 40th Road designated on the Condominium Plans as the "Residential Vehicular Access." Vehicular ingress and egress for the Residential Deck Top Parking Area will be through the North Retail Vehicular Access and the South Retail Vehicular Access with such access controlled by the Parking Unit Owner in a manner so as to assure that Residents proceed through the Central Parking Structure to the Residential Deck Top Parking Area and do not park in the Retail Parking Areas for extended periods of time. Notwithstanding anything in Paragraph 1 above or otherwise in this Parking Unit Operating Standard to the contrary, neither the rates charged for parking in the Residential Parking Areas and rates for attendant Overnight Parking servicing the Residential Parcel Owners in the East Retail Swing Area, nor the operation of Residential Parking Areas (except as expressly set forth in this Paragraph 2 or in Paragraph 6 of this Parking Unit Operating Standard), shall be subject to regulation by the Board or the Retail Committee, provided, however, the rates for attendant Overnight Parking in the East Retail Swing Area shall not be lower than the rate for Overnight Parking in the Retail Parking Area then in effect.

(b) The Parking Unit Owner may utilize the East Retail Swing Area for overflow from the Residential Valet Parking Area during the Overnight Parking period ("Overflow Parking") provided (i) the vehicle enters the Parking Unit through the Residential Valet Parking Area and the vehicle is left with the attendant for parking, (ii) the attendant parks the motor vehicle in marked parking spaces in the East Retail Swing Area, (iii) no more than fifty percent (50%) of the spaces in the East Retail Swing Area are occupied by Overflow Parking vehicles and (iv) the Owner of the West Retail Unit has not exercised its "No Parking Right". For purposes hereof, the "No Parking Right" shall mean the right of the Owner of the West Retail Unit to prohibit Overflow Parking in the East Retail Swing Area, on any day, not to exceed thirty (30) days in the aggregate in any twelve (12) month period, upon at least seventy-two (72) hours prior written notice to the Operator.

(c) The Residential Parking Areas shall be available for attendant Retail Parking on an hourly basis at any time, and from time to time, that there is available space in the Residential Parking Areas in excess of that then needed for Residents parking, and at parking rates, in each case determined by the Parking Unit Owner in its sole discretion, subject to the provisions of Paragraph 2(a) above.

3. Employee Parking. Notwithstanding anything in this Parking Unit Operating Standard to the contrary, the respective Retail Unit Owners (or if the Owner of a particular Retail Unit so agrees, an Occupant of such Retail Unit) and the Parking Unit Owner shall have the right to enter into agreements for employee parking in the Parking Unit on terms

and conditions, including, without limitation, parking rates other than those specified in Paragraph 1, mutually acceptable to the parties to the respective agreements, provided, however, the aggregate number of employee parking spaces shall not exceed 125 spaces.

4. West Retail Unit Dedicated Spaces. The West Retail Unit Owner shall have the exclusive right to use or permit one or more designated Occupants of its Unit, their customers or invitees to use the five (5) parking spaces on the fourth (4^{th}) level of the Central Parking Structure designated as the "West Retail Dedicated Spaces" on the Condominium Plans for parking and ancillary purposes. The West Retail Unit Owner shall maintain and repair (other than repairs of damage resulting from fire or other casualty), or cause to be maintained and repaired, the West Retail Dedicated Spaces, at its sole cost and expense, in compliance with all Legal Requirements and in good condition and repair. The West Retail Unit Owner may, from time to time, upon thirty (30) days prior notice to the Parking Unit Owner relocate the West Retail Dedicated Spaces to five (5) spaces within an area on the third (3^{rd}) level of the Central Parking Structure designated as the "West Retail Dedicated Spaces Relocation Zone" on the Condominium Plans. The parking rate charged by the Parking Unit Owner for the West Retail Dedicated Spaces shall be determined solely by agreement of the Parking Unit Owner and the West Retail Unit Owner.

5. Shopping Cart Control.

(a) The Owners of the Retail Units, their Occupants and their respective customers shall have the right, subject to the terms hereof, as same may be amended from time to time in accordance with the terms of the Declaration, and the Rules and Regulations pertaining to shopping carts, to bring shopping carts into the Central Parking Structure.

(b) The Owners of the Retail Units or Occupants afforded such right by the Owners of the Retail Units shall have the right, subject to the terms hereof, as same may be amended from time to time in accordance with the terms of the Declaration, and the Rules and Regulations pertaining to shopping carts, at their expense, acting through the Retail Committee, to install, maintain and replace, as required, cart corrals provided any such cart corral is contained completely within striped parking spaces, is not larger than two (2) parking spaces and all such corrals for such Owners and Occupants do not occupy in the aggregate more than eight (8) parking spaces on any level with an additional two (2) spaces allowed for corrals in the East Retail Swing Parking Area.

(c) Any Owner of a Retail Unit shall have the right, at its expense, to install, maintain and replace, as deemed reasonably necessary by such Retail Unit Owner, a cart containment system to prevent carts from entering or leaving the Retail Parking Area at certain locations or from moving to and from certain portions of the Retail Parking Area. Prior to commencing any work for the installation and/or replacement of all or any portion of such cart containment system, the Retail Unit Owner shall submit a complete set of plans and specifications for such cart containment system to the Parking Unit Owner, with a copy to the Retail Committee, together with a certification (the "Certification") from an architect or structural engineer and an electrical engineer or other construction professional reasonably acceptable to the Parking Unit Owner, that the installation of such cart containment system in accordance with such plans and specifications will not materially negatively affect the

structural integrity of the Central Parking Structure or the electrical system of the Central Parking Structure. Upon delivery to the Parking Unit Owner, with a copy to the Retail Committee, of such plans and specifications and certification, the Retail Unit Owner may, upon three (3) Business Days notice to the Parking Unit Owner, install such cart containment system in the Central Parking Structure in compliance with such plans and specifications, all Legal Requirements and all Insurance Requirements and in a manner so as to minimize interference with the operation of the Parking Unit. Each Retail Unit Owner agrees to reasonably cooperate with each other Retail Unit Owner to coordinate the installation, maintenance, operation and replacement of any cart containment system that it installs. Each Retail Unit Owner that installs a cart containment system pursuant to this Paragraph 5 shall, at its sole cost and expense, (i) maintain, operate and repair the cart containment system in a good and workerlike manner in accordance with all Legal Requirements and in a manner so as to minimize interference with the Parking Unit and (ii) indemnify the Parking Unit Owner against all liability, loss, cost, expense or damage (including, without limitation, injury to person and damage to property) which the Parking Unit Owner may suffer or incur by reason of (x) the installation, operation, maintenance or repair of such cart containment system and/or (y) the inaccuracy of the Certification, including, without limitation, reasonable attorneys' fees and other expenses reasonably incurred by the Parking Unit Owner.

(d) In addition to any cart corrals or containment systems, the Owners of the Retail Units agree to take measures reasonably required to prevent shopping carts from materially interfering with the flow of vehicles or pedestrians in and about the Retail Parking Area. The Retail Unit Owners shall collect or require Occupants of their Units to collect shopping carts from the Retail Parking Areas and return them to their premises prior to the end of Operating Hours and at regular intervals during Operating Hours. If any Retail Unit Owner or Occupant does not remove its shopping carts from the Retail Parking Area as required herein, then upon twenty-four (24) hours prior written notice (except in the case of an emergency) from the Parking Unit Owner to such Retail Unit Owner or Occupant, the Parking Unit Owner may remove the shopping carts of such Retail Unit Owner or Occupant as required herein from the Retail Parking Area without liability to such Unit Owner or Occupant and at the sole cost and expense of the Retail Unit Owner whose shopping carts or Occupants' shopping carts are removed, and the Board, at the request of the Parking Unit Owner, shall bill any Unit Owner for any reasonable expenses incurred by the Parking Unit Owner as a result of such Unit Owner's or its Occupants' failure to remove its shopping carts from the Parking Unit in accordance with this Paragraph 5 and remit such payment to the Parking Unit Owner. Notwithstanding the foregoing, the Parking Unit Owner shall not remove an Occupant's shopping carts from the Retail Parking Area to a location outside the boundaries of the Land without first notifying (which notice may be oral) the store manager of the affected Occupant.

6. Responsibilities and Duties of Operator. Operator shall perform, subject to Force Majeure, the following services and have the following duties and responsibilities:

(a) Operator shall maintain sufficient staff to operate the Parking Unit in accordance with the standards set forth in clause (c) of this Paragraph 6.

(b) Operator shall operate and manage the Central Parking Area and the East Retail Swing Parking Area during Operating Hours and the Central Parking Area during Extended Operating Hours.

(c) Operator shall operate, manage and maintain the Parking Unit in a professional, businesslike, prudent and economical manner. Such operation, maintenance and management shall be at a standard at least equal to that in effect at other similar first class "Pay On Foot" shopping center parking facilities in the Market Area.

(d) Operator shall: (a) maintain the Parking Unit, including the elevators, entrance and exit ramps and areas immediately adjacent to the entrance of the Parking Unit, excluding the sidewalks, in good condition and repair and shall keep the Parking Unit, and entrance and exit ramps and areas clean and reasonably free, at all times, of all trash, rubbish, snow, ice, oil, water, hazards, nuisances, objects, or individuals that materially impede the ingress to and egress from the Parking Unit; and (b) provide security for, and keep lit in accordance with lighting standards for garages of shopping centers comparable to the Project located in the Market Area, but in any event not less than the lighting standards set forth on Schedule E-1 annexed hereto, the public spaces included in the Parking Unit. Operator shall keep the Parking Unit equipped with any safety appliances(s) or equipment which may be required by any Applicable Laws (as defined below). Subject to Paragraph 5 above, operator shall be responsible for the repair and replacement of any mechanical, electrical, or other installations or alterations to the Parking Unit, subject to Article XII of the Declaration. Subject to Paragraph 5 above, operator shall be responsible for the maintenance, repair and replacement of all equipment used in the operation of the Parking Unit, including but not limited to, all vehicles, machinery, elevators, cleaning devices, telephone equipment and signs, cashier's station and cashier/attendant's booth, ticket machines, pay on foot machines, bathrooms (if any), heating and air conditioning equipment and systems, fire extinguishers, garage exhaust fans, garage door gates, and all revenue control equipment and access gates.

(e) Operator shall not permit automobile repair within the Central Parking Area or East Retail Swing Parking Area.

(f) Operator shall monitor, on an ongoing basis, persons and vehicles that enter and exit the Parking Unit, and use commercially reasonable efforts to protect the Parking Unit and its patrons from vandalism, theft and trespassers, or any threat thereof. Operator shall have no obligation to monitor parking customers to determine whether they intend to shop at the Project or otherwise have business at the Project.

(g) Operator shall operate, manage and maintain the Parking Unit in compliance with (i) all applicable statutes, laws, ordinances, rules and regulations and health and safety standards of any governmental or quasi-governmental authority having jurisdiction over the Parking Unit (collectively, "Applicable Laws"), (ii) all restrictions and covenants of record that relate to the operation of the Parking Unit that exist on the date of the Declaration or have been approved by the Operator, and (iii) all insurance policies in force with respect to the Parking Unit. To the extent within its control, Operator shall use commercially reasonable efforts to not permit any person to use the Parking Unit for any illegal purpose.

(h) Operator shall obtain all necessary licenses, permits (including a valid certificate of occupancy for Operator's use of the Parking Unit) and authorizations from any entity having jurisdiction over the Parking Unit and coordinate the performance of work hereunder in complete accordance with all Applicable Laws. Operator shall cause to be posted, in places to be designated by the appropriate governmental authorities, all permits and licenses necessary for the operation of the Parking Unit, and Operator shall comply with all regulations to maintain said permits and licenses. Operator agrees that it shall not carry on any activity in the Parking Unit, or do or permit anything to be done therein, which is contrary to this Parking Unit Operating Standard or to Applicable Laws.

7. No Modifications of Parking and Circulation Configuration. Notwithstanding any contrary provision in this Declaration or in this Parking Unit Operating Standard, the Owner of the Parking Unit shall not make any material modifications in the layout or configuration of the Central Parking Structure (including, without limitation, changing of circulation and/or striping patterns) without the prior written approval of each of the Unit Owners. The parties agree, by way of examples, however, that (i) reasonable relocation of handicapped parking spaces on a given level of the Central Parking Structure (with the consent of the Unit Owner of the Unit closest in proximity thereto and so long the resulting locations remain closest in proximity to such Unit and are in accordance with applicable Legal Requirements) shall not be deemed a material change, and (ii) installation, operation and use of a taxi stand and/or cart corrals in accordance with the further provisions of this Declaration shall not be deemed a material change.

Schedule E-1
[to Parking Unit Operating Standard]

Lighting Standards

General Parking Areas: Not less than seven (7) foot candles - the average maximum to minimum ratio is not to exceed 4:1.

Entry and Exit Areas: Not less than fifty (50) foot candles in day time and five (5) foot candles at night time.

Stairwells: Not less than (7) foot candles.

EXHIBIT F

Rules and Regulations

1. Odors, fumes, vapors, steam, water, vibrations or noises shall not be permitted to emanate from any Unit or appurtenant Limited Common Elements.

2. All plumbing facilities, sanitary systems and drainage facilities constituting Owner's Installations or exclusively servicing the Owner or Occupants of a Unit shall be maintained in a good state of repair and operating condition, including, but not limited to, all drains being clear and maintained in the open position, (ii) temperatures being maintained sufficiently high to prevent freezing of water in pipes and fixtures, and (iii) plumbing facilities not being used for any purpose other than that for which they were constructed, nor being used for disposal of any garbage or other foreign substances therein, whether through the utilization of so-called "disposal" or similar units, or otherwise.

3. Each Unit Owner shall, and shall cause all occupants of its Unit to, handle and dispose of all rubbish, garbage and waste from operations of its Unit and not permit the accumulation of any rubbish or garbage, in, on or about any part of the Buildings or the Project including, but not limited to around or about any refuse/garbage bins in any refuse removal area and shall maintain its trash containers and compactors in a clean and sanitary condition and shall cause the occupants of its Unit to maintain their trash containers and compactors in a clean and sanitary condition. Each Retail Unit Owner shall cause all occupants of its Unit using shared loading docks and occupying 18,000 square feet or less to bring their garbage and refuse on a daily basis at the close of business (but not earlier than 6 p.m.) to a refuse removal area reasonably designated by the Managing Agent, empty such containers into the refuse/garbage bins provided and immediately return such containers to its space in the Unit. Each Unit Owner shall cause any occupant of its Unit involved in the heated preparation of food to install a ventilation system in compliance with all applicable Legal Requirements and Insurance Requirements and, without limiting the generality of the foregoing: (i) engage licensed vendors to clean exhaust hoods; (ii) clean all grease traps twice per week and dispose of all grease in accordance with applicable Legal Requirements; (iii) keep all such devices and systems in good working order and repair and regularly serviced as may be required by Legal Requirements and Insurance Requirements. Any food-containing refuse/garbage must be stored in air-tight containers and kept in a self-contained, refrigerated area set aside for the storage of food-containing garbage until brought to the refuse removal area in the same air-tight containers. All air-tight containers must be washed and cleaned after each use.

4. Each Unit Owner shall keep or cause to be kept in full force and effect for its Unit one or more full-service preventive extermination contracts with one or more licensed pest control operators and keep or cause to be kept its Unit and appurtenant Limited Common Elements at all times free from vermin, rats and mice. Without limiting the generality of the foregoing, if a Unit or any portion thereof or any appurtenant Limited Common Elements at any time becomes infested with vermin, rats and/or mice the Unit Owner shall cause the Unit to be exterminated.

5. Each Retail Unit Owner shall clean or cause to be cleaned the glass surfaces contained within the storefronts in its Unit as frequently as necessary to maintain an appropriate appearance consistent with a first class shopping center in the Market Area. Within fifteen (15) days after any storefront glass in its Unit is broken or cracked (including a so-called "bull's-eye" break in the glass), such Unit Owner shall replace or cause to be replaced such glass with glass of the same kind and quality.

6. Each Unit Owner shall at all times use commercially reasonable efforts to cause its occupants and its and their customers, tenants, subtenants, licensees, occupants and invitees, not to (i) impair ingress to or egress from the Buildings or the Project, or any part thereof, (ii) impair the flow of pedestrian traffic in, at or adjacent to the Buildings or the Project, or any part thereof, or (iii) otherwise unreasonably interfere with the use, occupancy, safety, comfort or enjoyment of the Buildings or the Project by any other occupants of the Project or their customers, invitees or any others lawfully in the Buildings or the Project.

7. No Unit Owner shall maintain or suffer or permit to be maintained an open front store or open window, or opening in the windows of any kind or variety in its Unit, through which any sales or other business may be transacted, except in accordance with all Legal Requirements and only as permitted by the West Retail Unit Owner on the sidewalk between the West Retail Building and the Central Parking Structure which is a Limited Common Element of the West Retail Unit, or as specifically permitted in Section 14.07 of the Declaration, no sale of any item shall be made by any Unit Owner or its occupants, its or their agents, contractors, subcontractors, tenants, subtenants, licensees or concessionaires outside of its Unit on any part of the public thoroughfare, or on the sidewalk in front thereof, without the Board's prior written consent in each instance.

8. Except as otherwise expressly permitted under the terms of the Declaration, no employees, visitors or contractors of a Unit Owner or any occupants of the Project shall be permitted to have access to the roof, mechanical, electrical or telephone rooms/closets of the Buildings without supervision of the Managing Agent or building superintendent.

9. Each Unit Owner shall permit food, supplies and/or merchandise to be delivered only through designated loading facilities. No Unit Owner nor occupants of its Unit shall under any circumstances permit any food, supplies and/or merchandise to be delivered to its Unit through the Mall Accessway or through any storefront except for (x) occupants with less than 5,000 square feet of space whose space does not have access to the designated loading facilities other than through the Mall Accessway and (y) in the case of temporary loss of use of the freight elevators and/or vertical freight conveyors during necessary maintenance or repairs or as a result of a casualty. Delivery trucks shall not be permitted to idle and no horns shall be blown at any time in and around the Project, including, but not limited to, within loading dock areas, and Unit Owners shall require Occupants to take all actions reasonably required to enforce this provision.

10. Except as permitted under the terms of the Declaration (including, without limitation, Section 5.02(b) of the Declaration with respect to Hazardous Materials), no Unit Owner or occupants of its Unit and its or their employees, agents, contractors, subcontractors,

tenants, subtenants, concessionaires, licensees, customers, or invitees, shall at any time bring or keep upon its Unit and appurtenant Limited Common Elements any Hazardous Materials and no Retail Unit Owner or occupants of its Unit and its or their employees, agents, contractors, subcontractors, tenants, subtenants, concessionaires, licensees, customers or invitees shall at any time bring or keep upon its Unit and appurtenant Limited Common Elements animals (except seeing eye dogs or other service animals) of any kind, including, without limitation, fish or birds.

11. Except in the case of an Emergency Situation or temporary loss of use of the freight elevators and/or vertical freight conveyors during necessary maintenance or repairs or as a result of casualty or as otherwise permitted under the terms of the Declaration, only freight elevators and/or vertical freight conveyors shall be used to move merchandise from the loading docks to any floor (other than the floor on the loading dock level) of the Project. The Board reserves the right in its reasonable discretion to inspect all objects and matter to be brought into the Buildings and also in its reasonable discretion to exclude from the Buildings all objects and matter which violate any of these Rules and Regulations or the Declaration. All equipment and devices hauling freight or merchandise shall be propelled with due care and shall be provided with rubber tired wheels, side guards and bumpers.

12. No Unit Owner shall do or permit to be done in its Unit or appurtenant Limited Common Elements anything which would impair or interfere with the heating, ventilating and air conditioning systems, constituting General Common Elements or Retail Common Elements, in the Buildings. No Unit Owner shall install or permit to be installed in its Unit or appurtenant Limited Common Elements or the Buildings any electrical equipment which overloads the electrical service, and each Unit Owner, at its sole cost and expense, shall be required from time to time to make whatever changes to such installed lines as may be necessary in order to eliminate any overload. Each Unit Owner shall keep, or cause to be kept, electrical equipment and lines installed in its Unit in good order and repair and in compliance with all Insurance Requirements and Legal Requirements.

13. Each Unit Owner shall clean and maintain, or cause to be cleaned and maintained, its Unit and appurtenant Limited Common Elements in conformity with first-class business establishments dealing in the same or similar merchandise or conducting a similar business in the Market Area.

14. Kiosks may not be installed in the Mall Accessway except by the Owner of the East Retail Unit in accordance with Section 14.07 of the Declaration.

15. Each Retail Unit Owner shall cause any occupants of its Unit occupying less than 5,000 square feet to provide the Managing Agent with a duplicate set of keys for its premises, except for keys to any area designated by such occupant as a "security area," which duplicate set of keys shall be kept by the Managing Agent in a locked storage cabinet. Neither the Board nor the Managing Agent shall be liable for any damages or other losses that may occur in connection with the accessing of any Unit or portion thereof or any appurtenant Limited Common Elements in the event of an Emergency Situation.

16. Each Retail Unit Owner shall permit only an Occupant of its Unit having an entrance facing the Central Parking Structure to allow shopping carts to be taken off such

Occupant's premises. Each Retail Unit Owner shall require that all shopping carts used by its Occupants be clearly marked with the trade name and/or logo of the Occupant furnishing the shopping cart. No shopping carts shall be permitted in the Mall Accessway, in loading and egress corridors, on loading docks or escalators, in any area outside of the Buildings or the Central Parking Structure (collectively, the "Prohibited Cart Areas"). Each Retail Unit Owner shall be responsible for taking all actions or causing its Occupants to take all actions, reasonably necessary, including, but not limited to, the installation and operation of a cart containment system, to prevent shopping carts from being brought into Prohibited Cart Areas, directly or indirectly, from its premises. If any shopping carts are in the Prohibited Cart Areas, the Board may, at its option, upon twenty-four (24) hours prior written notice (except in the case of an emergency) and at the sole cost of the Unit Owner(s) who owns the shopping carts or whose Occupants own the shopping carts, remove shopping carts of such Unit Owner or Occupant from the Prohibited Cart Areas and return them to the Unit Owner or Occupant whose trade name or logo is marked thereon or, if the trade name or logo is missing or not identifiable, dispose of such shopping carts in such manner as it elects, in each case without notice or liability to such Unit Owner(s) or Occupant(s). Each Unit Owner shall be liable, as a Unit Expense, for the reasonable costs incurred by the Board in removing such Unit Owner's or its Occupants' shopping carts from the Prohibited Cart Areas.

17. The Board reserves the right to rescind, alter or waive any rule or regulation at any time prescribed by the Board when it is necessary, desirable or proper for the best interests of the Board or the Unit Owners or their occupants, and no rescission, alteration or waiver of any rule or regulation in favor of one Unit Owner or occupant shall operate as a rescission, alteration or waiver in favor of any other Unit Owner or occupant. The Board shall not be responsible to any Unit Owner or occupant for the nonobservance or violation by any other Unit Owner or occupant of any of these Rules and Regulations at any time prescribed by the Board, but the Board shall use reasonable efforts, with no obligation to litigate, to enforce these Rules and Regulations in a non-discriminatory manner.

EXHIBIT G

Unit Information

UNIT	TAX LOT	SQ. FT. Units	GENERAL COMMON INTEREST[1]	RETAIL COMMON INTEREST[2]
A West Retail Unit	1205	315,625	36.93%	40.83%
B East Retail Unit	1201	303,039	34.67%	38.33%
C Target Unit	1202	167,675	18.85%	20.84%
D Parking Unit	1203	80,722	9.09%	N/A
E Residential Access Unit	1204	3,989	0.46%	N/A

The interests set forth above are calculated as follows:

1 The General Common Interests appurtenant to each Unit is in the approximate proportion that the floor area of each Unit bears to the aggregate floor area of all the Units provided that the floor area of the Parking Unit is reflected at 10% of its actual floor area. Any change in the actual floor area of the Units from that shown hereon shall be reflected in an adjustment to such General Common Interests prior to, or subsequent to, the filing of this Declaration.

2 The Retail Common Interests appurtenant to each Retail Unit is in the approximate proportion that the floor area of each Retail Unit bears to the aggregate floor area of all the Retail Units. Any change in the actual floor area of the Retail Units from that shown hereon shall be reflected in an adjustment to such Retail Common Interests prior to, or subsequent to, the filing of this Declaration.

For purposes of this Exhibit G, the floor area of the Units is measured horizontally from the outside of the exterior walls to the center line of the partitions separating one Unit from another Unit, or to the center line of the walls or partitions separating a Unit from hallways, and includes mechanical equipment spaces, corridors and stairs within such Unit.

Any Common Element within a Unit shall not be considered as part of that Unit.

Upon completion of the initial construction of the Project, the floor area of the Units will be remeasured for purposes of this Exhibit G to determine if any adjustment is required.

EXHIBIT H

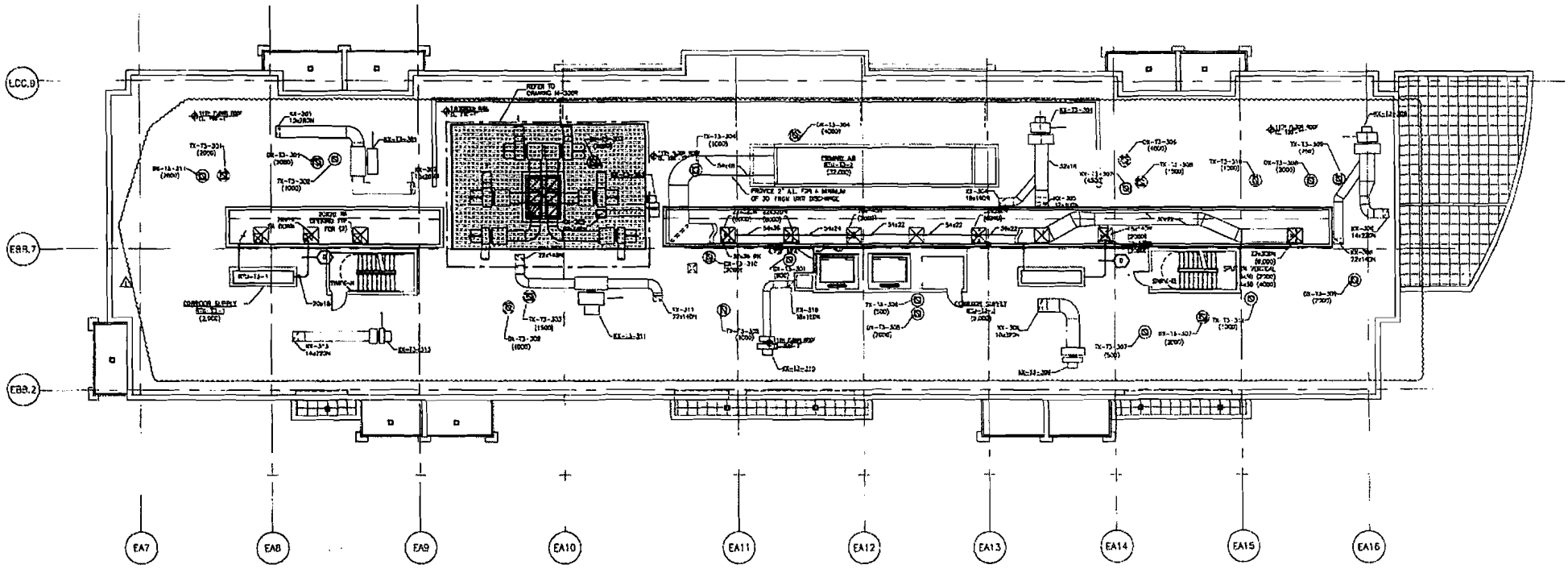
Unit Boundaries

Each Unit consists of the area measured horizontally from the center line of the glass windows and/or exterior walls to the center line of the partitions separating one Unit from another Unit, or to the center line of the walls or partitions separating a Unit from corridors, stairs, elevators and other mechanical equipment spaces.

Each Unit consists of the area measured vertically from the middle of the floor slab to the middle of the floor slab above. Any Common Element within a Unit shall not be considered as part of that Unit.

EXHIBIT I-1

Restaurant Kitchen Exhaust Flues Plan



Restaurant Kitchen Exhaust Flues

Sky View Center

Commercial Condominium

Exhibit I-1; Page 1 of 3

PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

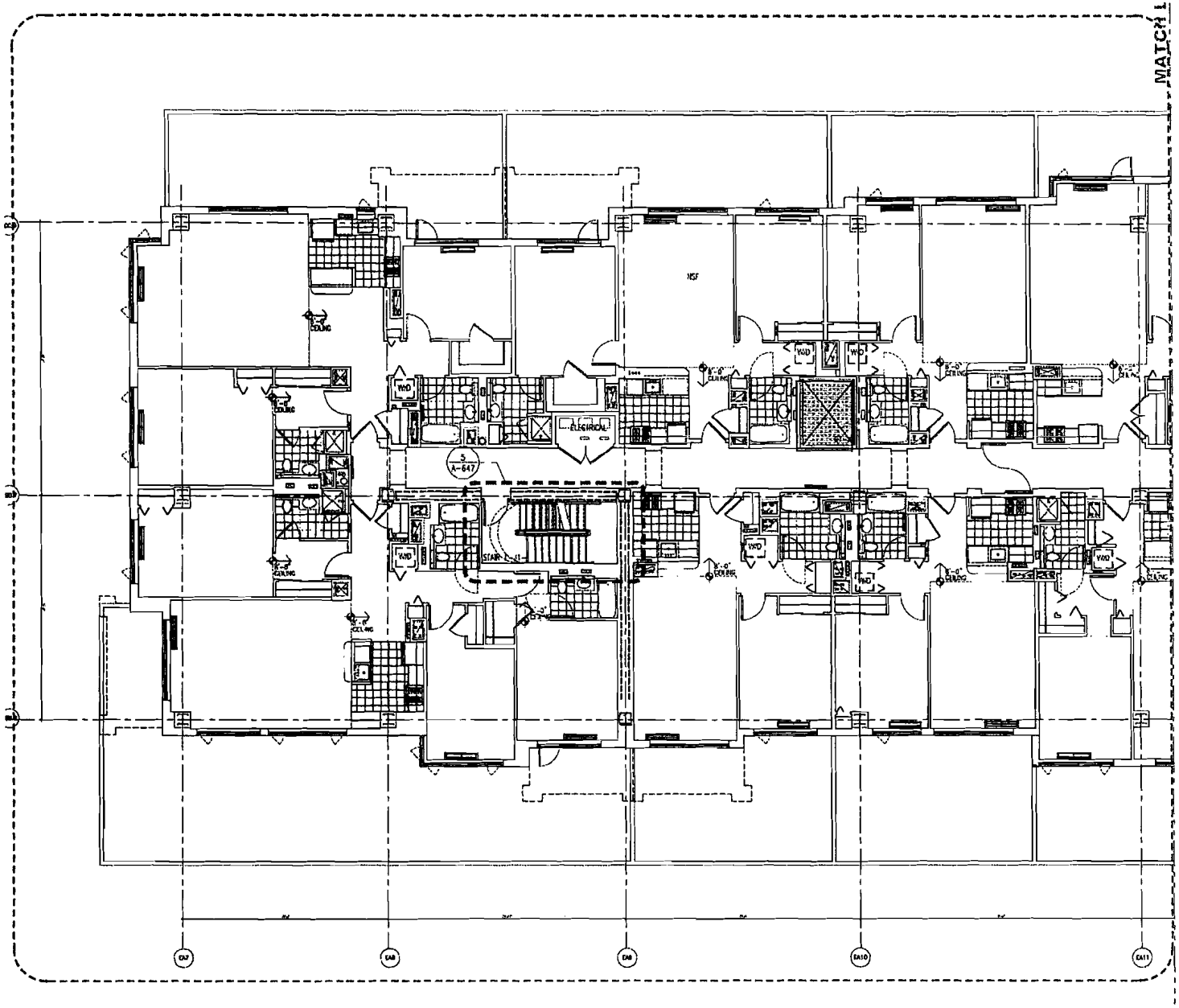
40-28 College Point Blvd /
131-37 40th Road
New York, NY

PROJECT No: 19712.00

DRAWING TITLE:
RESIDENTIAL T3 ROOF PLAN

SCALE: 1/8"=1'-0"

M-T3-112



Restaurant Kitchen Exhaust Flues

Sky View Center

Commercial Condominium

Exhibit I-1; Page 2 of 3

PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

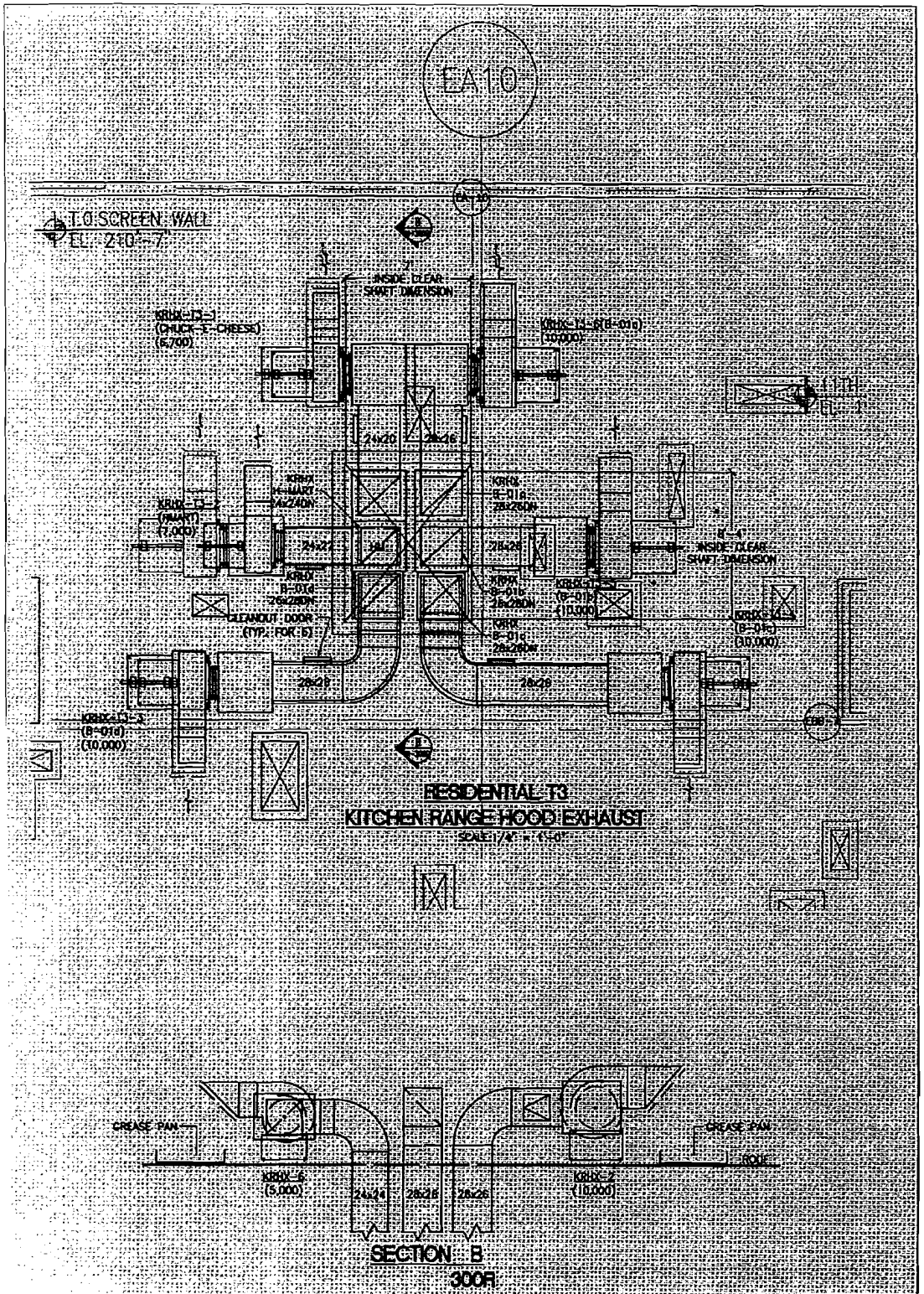
40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

DRAWING TITLE:
6TH FLOOR PLAN

SCALE: 1/8"=1'-0"

A-T3-106



Restaurant Kitchen Exhaust Flues

Sky View Center

Commercial Condominium

Exhibit I-1; Page 3 of 3

PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

40-29 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 09713.00

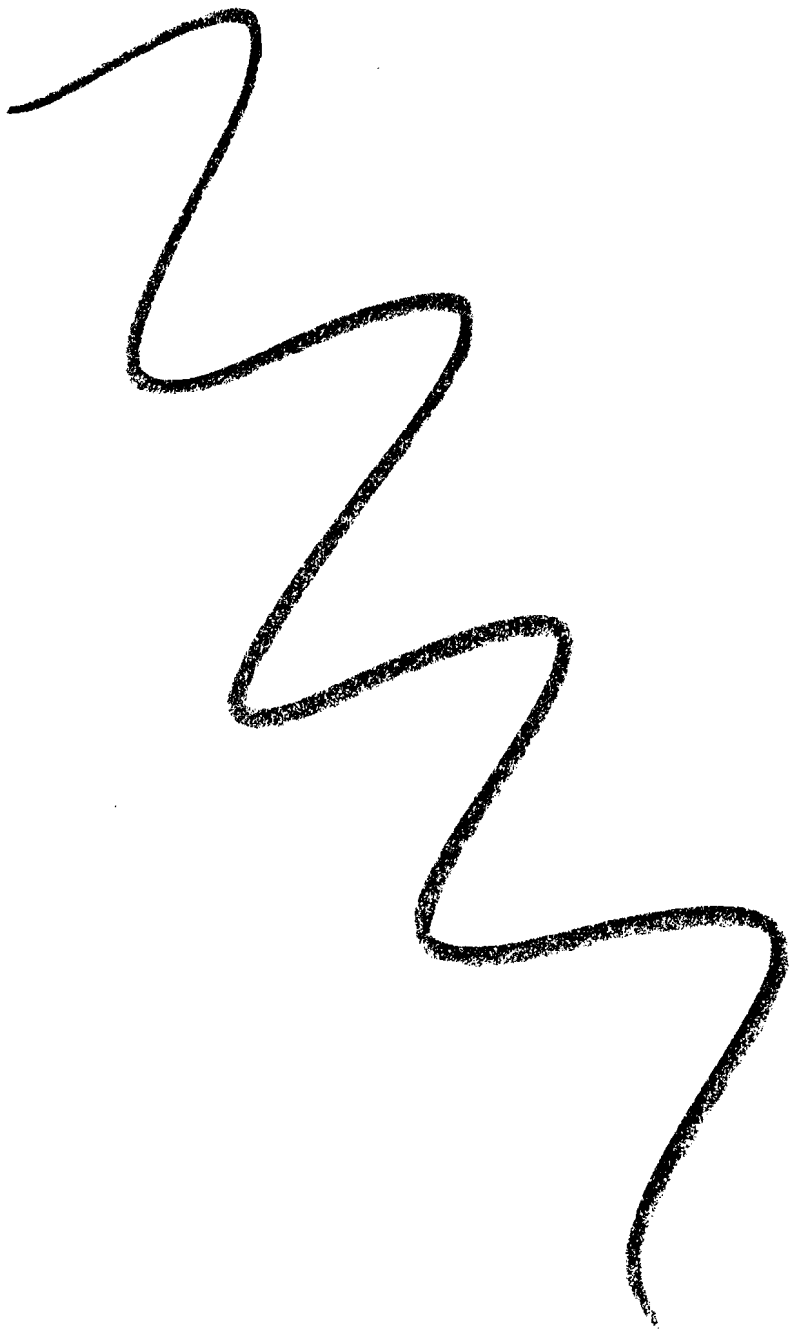
DRAWING TITLE:
PART PLANS AND SECTIONS SHEET 1

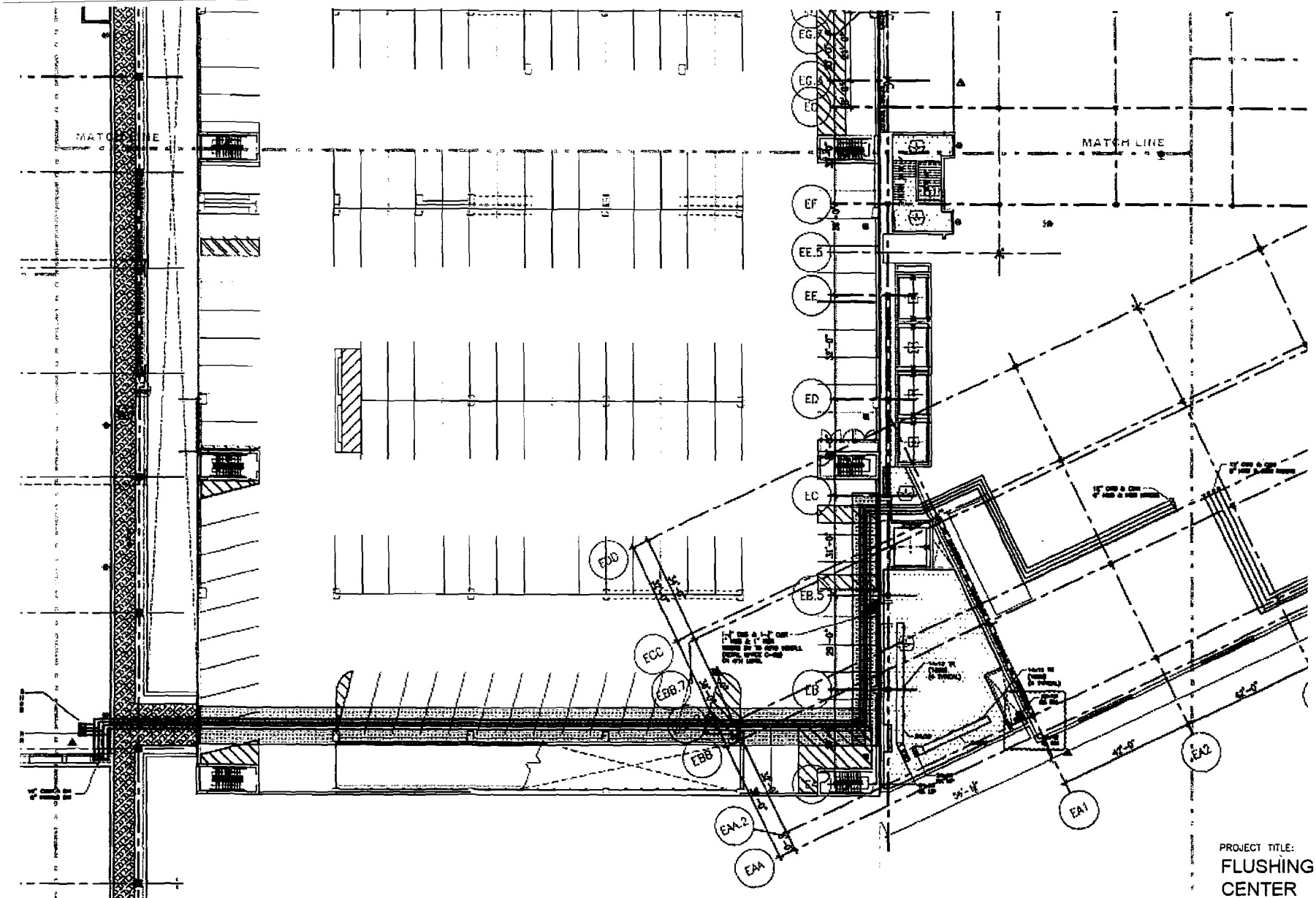
SCALE: 1/4"=1'-0"

M-300R

EXHIBIT I-2

Condenser Water Piping Plan





Condenser Water Piping

Sky View Center

Commercial Condominium

Exhibit I-2

PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

40-28 College Point Blvd./
131-07 40th Road
New York, NY

PROJECT No: 19712.00

DRAWING TITLE:

5TH LEVEL PLAN

SCALE: 1/32"=1'-0"

M-EW-105

EXHIBIT J

Residential Parcel

PHASE I - Residential Towers 1 & 2
(East Building)
(Parcel "A" & "B")

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

PARCEL "A"

The following Parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 25.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 30.50 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue 30.00 feet to a point.

2) Thence easterly and parallel to said southerly side of Roosevelt Avenue 8.50 feet to a point.

3) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 39.00 feet to a point.

4) Thence westerly and parallel to said southerly side of Roosevelt Avenue 60.50 feet to a point.

5) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

6) Thence westerly and parallel to said southerly side of Roosevelt Avenue 26.08 feet to a point.

7) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

8) Thence westerly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

9) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

10) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

11) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

12) Thence westerly and parallel to said southerly side of Roosevelt Avenue 17.83 feet to a point.

13) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point

14) Thence westerly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

15) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

16) Thence westerly and parallel to said southerly side of Roosevelt Avenue 13.00 feet to a point.

17) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

18) Thence westerly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

19) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point.

20) Thence westerly and parallel to said southerly side of Roosevelt Avenue 26.92 feet to a point.

21) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

22) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

23) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

24) Thence westerly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

25) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

26) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

27) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

28) Thence westerly and parallel to said southerly side of Roosevelt Avenue 25.75 feet to a point.

29) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 79.42 feet to a point.

30) Thence easterly and parallel to said southerly side of Roosevelt Avenue 106.83 feet to a point.

31) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

32) Thence easterly and parallel to said southerly side of Roosevelt Avenue 41.00 feet to a point.

33) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

34) Thence easterly and parallel to said southerly side of Roosevelt Avenue 67.86 feet to a point.

35) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

36) Thence easterly and parallel to said southerly side of Roosevelt Avenue 40.14 feet to a point.

37) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

38) Thence easterly and parallel to said southerly side of Roosevelt Avenue 67.00 feet to a point.

39) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

40) Thence easterly and parallel to said southerly side of Roosevelt Avenue 41.00 feet to a point.

41) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

42) Thence easterly and parallel to said southerly side of Roosevelt Avenue 59.75 feet to a point.

43) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 10.42 feet to a point.

44) Thence easterly and parallel to said southerly side of Roosevelt Avenue 40.25 feet to the point or place of beginning.

PARCEL "B"
(Tower 2 Projection)

The following Parcel begins at a plane elevation of ±94.83 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 47.63 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 493.83 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue 24.75 feet to a point.

2) Thence westerly and parallel to said southerly side of Roosevelt Avenue 4.67 feet to a point.

3) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 24.75 feet to a point.

4) Thence easterly and parallel to said southerly side of Roosevelt Avenue 4.67 feet to the point or place of beginning.

PHASE I – Residential Tower 3
(East Building)

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

The following parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 28.00 feet northwesterly and perpendicular to the northwesterly side of 40th Road (50.00 feet wide); which point is distant 8.56 feet southwesterly, as measured along said northwesterly side of 40th Road, from the point formed by the intersection of said northwesterly side of 40th Road with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southwesterly and parallel to said northwesterly side of 40th Road 260.40 feet to a point.

2) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 32.85 feet to a point.

3) Thence northeasterly and parallel to said northwesterly side of 40th Road 3.82 feet to a point.

4) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 45.57 feet to a point.

5) Thence northeasterly and parallel to said northwesterly side of 40th Road 4.00 feet to a point.

6) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 4.00 feet to a point.

7) Thence northeasterly and parallel to said northwesterly side of 40th Road 0.50 feet to a point.

8) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 12.02 feet to a point.

9) Thence northeasterly and parallel to said northwesterly side of 40th Road 137.34 feet to a point.

10) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 2.17 feet to a point.

11) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.30 feet to a point.

12) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 5.33 feet to a point.

13) Thence northeasterly and parallel to said northwesterly side of 40th Road 1.37 feet to a point.

14) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 6.00 feet to a point.

15) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.83 feet to a point.

16) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 3.33 feet to a point.

17) Thence northeasterly and parallel to said northwesterly side of 40th Road 1.52 feet to a point.

18) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 8.00 feet to a point.

19) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.16 feet to a point.

20) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 2.11 feet to a point.

21) Thence northeasterly and parallel to said northwesterly side of 40th Road 107.73 feet to a point.

22) Thence northeasterly and forming an interior angle of 154 degrees 25 minutes 25 seconds 8.59 feet to a point.

23) Thence southerly and forming an interior angle of 90 degrees 00 minutes 00 seconds 9.07 feet to a point.

24) Thence on a curve deflecting to the right having a radius of 83.16 feet, a central angle of 32 degrees 10 minutes 05 seconds and a distance of 46.69 feet to a point.

25) Thence southwesterly and parallel to said northwesterly side of 40th Road 14.12 feet to a point.

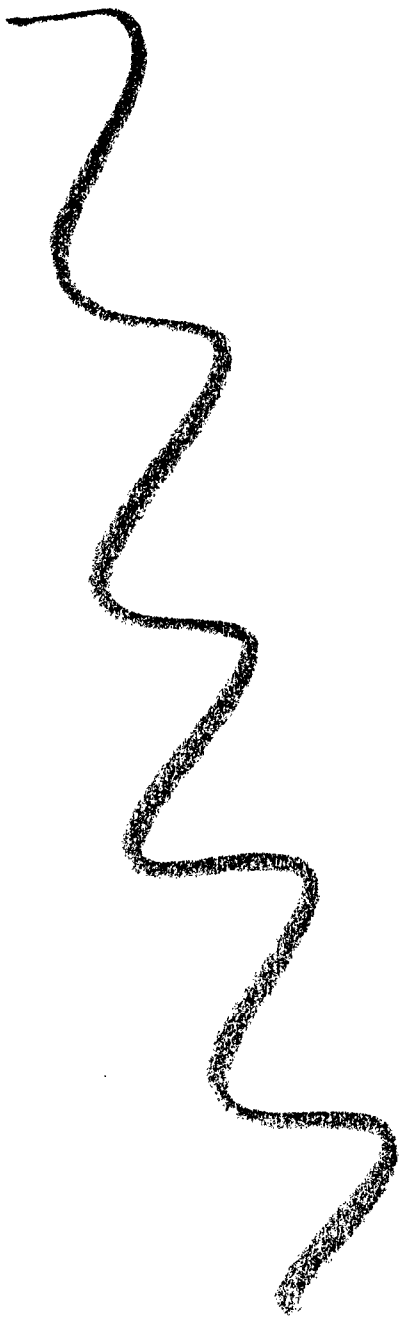
26) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 6.00 feet to a point.

27) Thence southwesterly and parallel to said northwesterly side of 40th Road 4.00 feet to a point.

28) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 15.42 feet to a point.

29) Thence southwesterly and parallel to said northwesterly side of 40th Road 0.42 feet to a point.

30) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 16.50 feet to the point or place of beginning.



RESIDENTIAL – PHASE II LANDS
(West Building including Towers 6, 7, & 8)

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

The following parcel begins at a plane elevation of ±74' feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 30.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 721.67 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to Roosevelt Avenue 584.00 feet to a point.

2) Thence westerly and at right angles to previous course 49.00 feet to a point.

3) Thence northerly and at right angles to previous course 28.17 feet to a point.

4) Thence easterly and at right angles to previous course 39.00 feet to a point.

5) Thence northerly and at right angles to previous course 50.83 feet to a point.

6) Thence westerly and at right angles to previous course 110.67 feet to a point.

7) Thence northerly and at right angles to previous course 3.00 feet to a point.

8) Thence westerly and at right angles to previous course 109.33 feet to a point.

9) Thence northerly and at right angles to previous course 84.00 feet to a point.

10) Thence westerly and at right angles to previous course 49.33 feet to a point.

11) Thence northerly and at right angles to previous course 69.00 feet to a point.

12) Thence easterly and at right angles to previous course 51.33 feet to a point.

13) Thence northerly and at right angles to previous course 83.50 feet to a point.

14) Thence westerly and at right angles to previous course 51.33 feet to a point.

15) Thence northerly and at right angles to previous course 69.00 feet to a point.

16) Thence easterly and at right angles to previous course 51.33 feet to a point.

17) Thence northerly and at right angles to previous course 88.50 feet to a point.

18) Thence westerly and at right angles to previous course 51.33 feet to a point.

19) Thence northerly and at right angles to previous course 51.54 feet to a point.

20) Thence northeasterly forming an interior angle of 105 degrees 17 minutes 55 seconds 66.19 feet to a point.

21) Thence easterly forming an interior angle of 164 degrees 42 minutes 05 seconds 185.67 feet to a point.

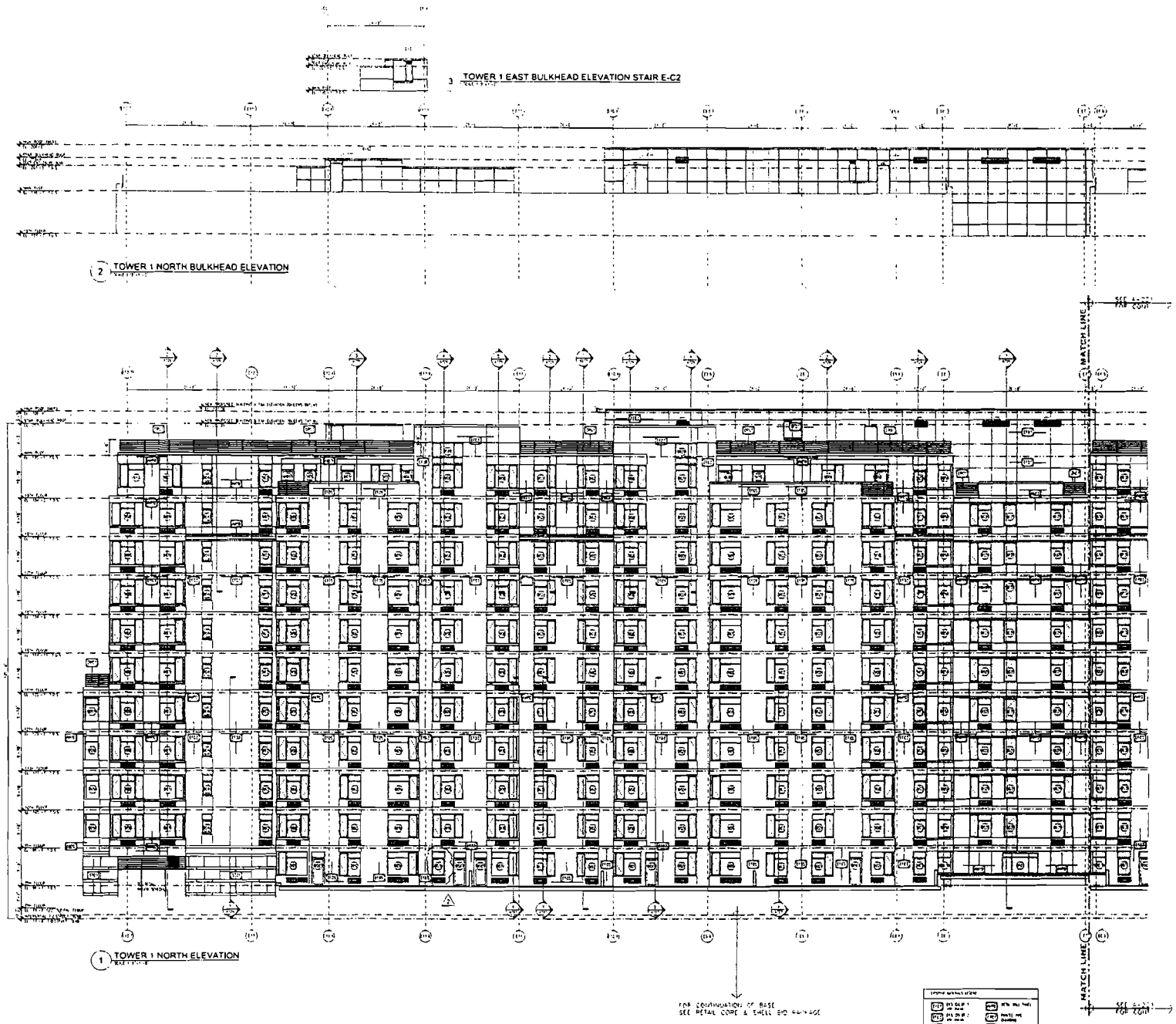
22) Thence northerly and at right angles to previous course 39.00 feet to a point.

23) Thence easterly and at right angles to previous course 29.82 feet to the point or place of beginning.

EXHIBIT K

Residential Site Plan and Design Standards

Attached are architectural drawings A-220 through A-229 from Perkins Eastman Architects representing the designed exterior elevations for residential buildings 1, 2 and 3. The exterior of the residential buildings will be constructed and maintained substantially in accordance with these elevations provided that substitutions of materials may be made that achieve or maintain the design intent. Colors will be as specified in the plans and specifications or, if not so specified, for EFIS portions, "standard" colors as offered by 'Dryvit Systems Inc' as of January 1, 2007 ("Dryvit Standard Colors") and should Dryvit Standard Colors not be available, such colors that are substantially similar to Dryvit Standard Colors. Residential buildings 6, 7 and 8 shall be designed, constructed and maintained with substantially similar materials and colors as residential buildings 1, 2 and 3.

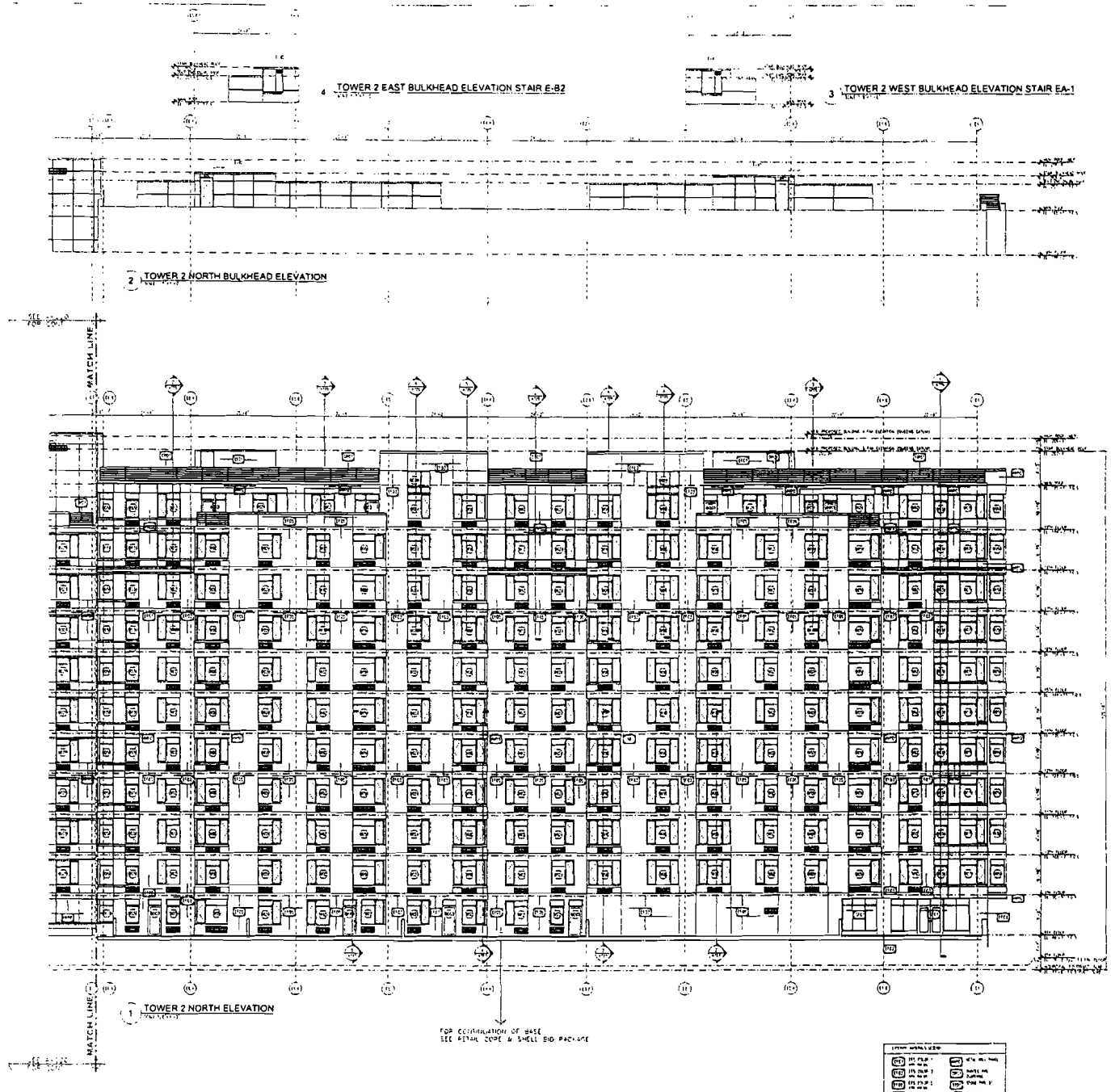


Perkins Eastman

PROJECT TITLE
FLUSHING TOWN CENTER
Mixed-Use Development

DRAWING TITLE
TOWER 1 NORTH ELEVATION

A-220

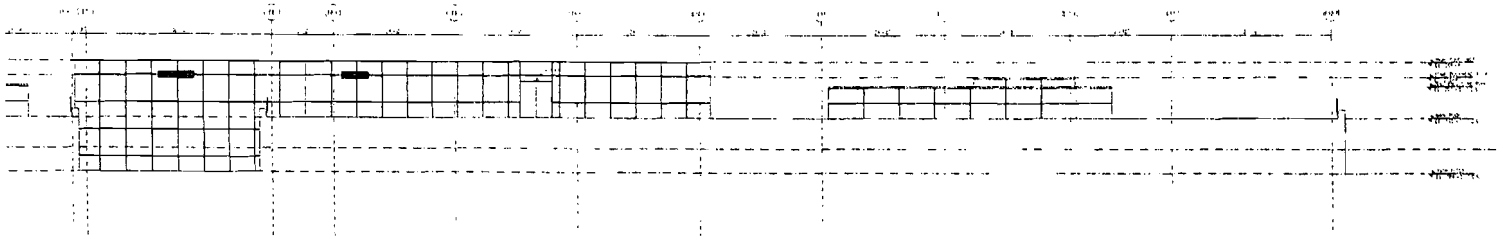


Perkins Eastman

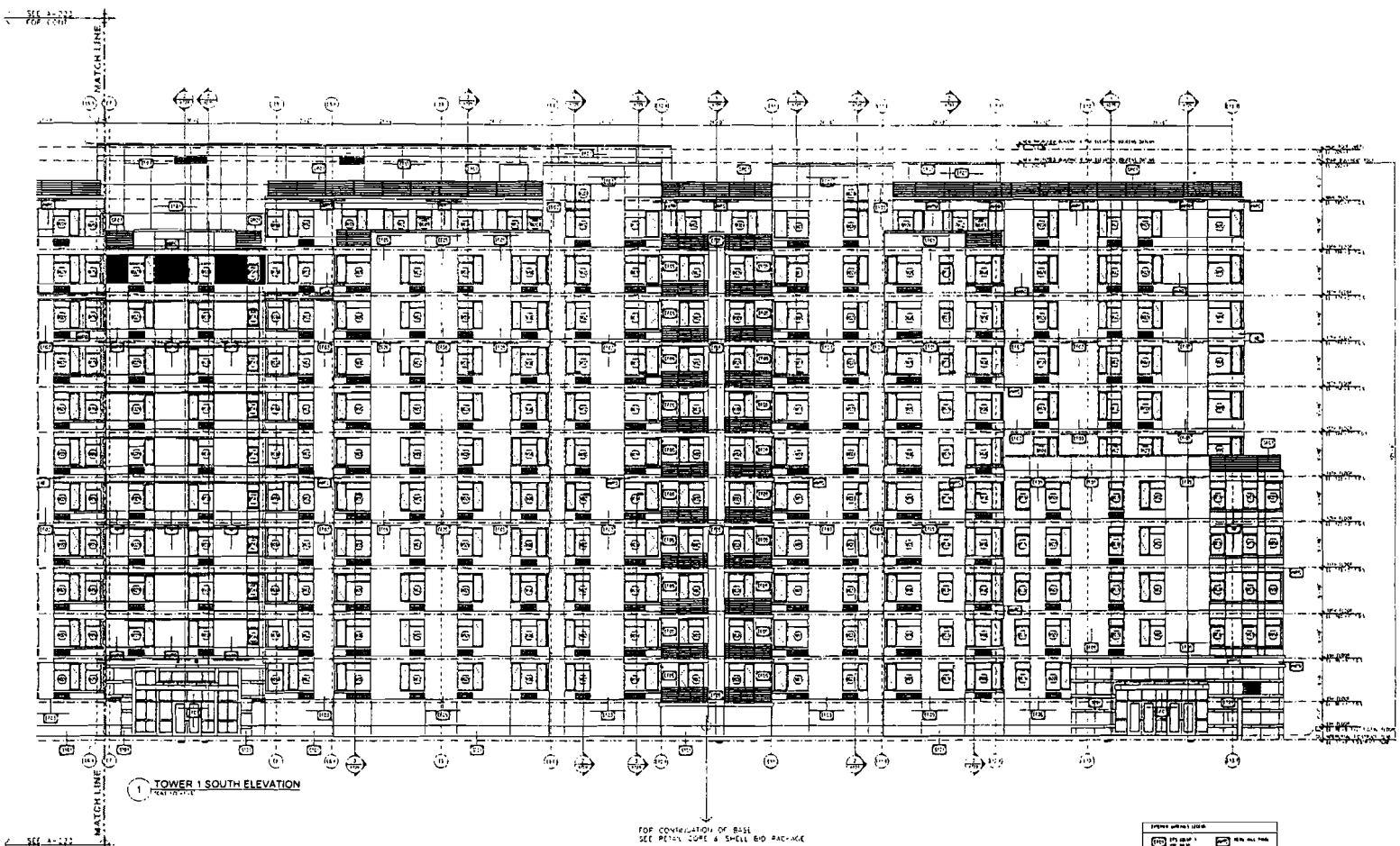
PROJECT TITLE
FLUSHING TOWN CENTER
Mixed-Use Development

DRAWING TITLE
TOWER 2 NORTH ELEVATION

A-221



2 TOWER 1 SOUTH BULKHEAD ELEVATION



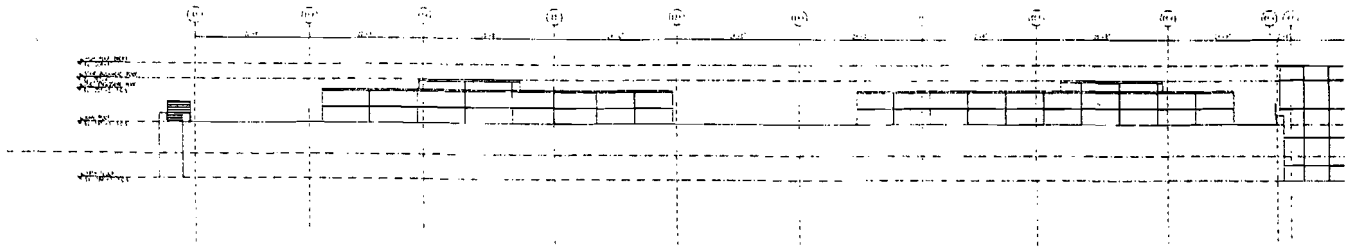
1 TOWER 1 SOUTH ELEVATION

Perkins Eastman

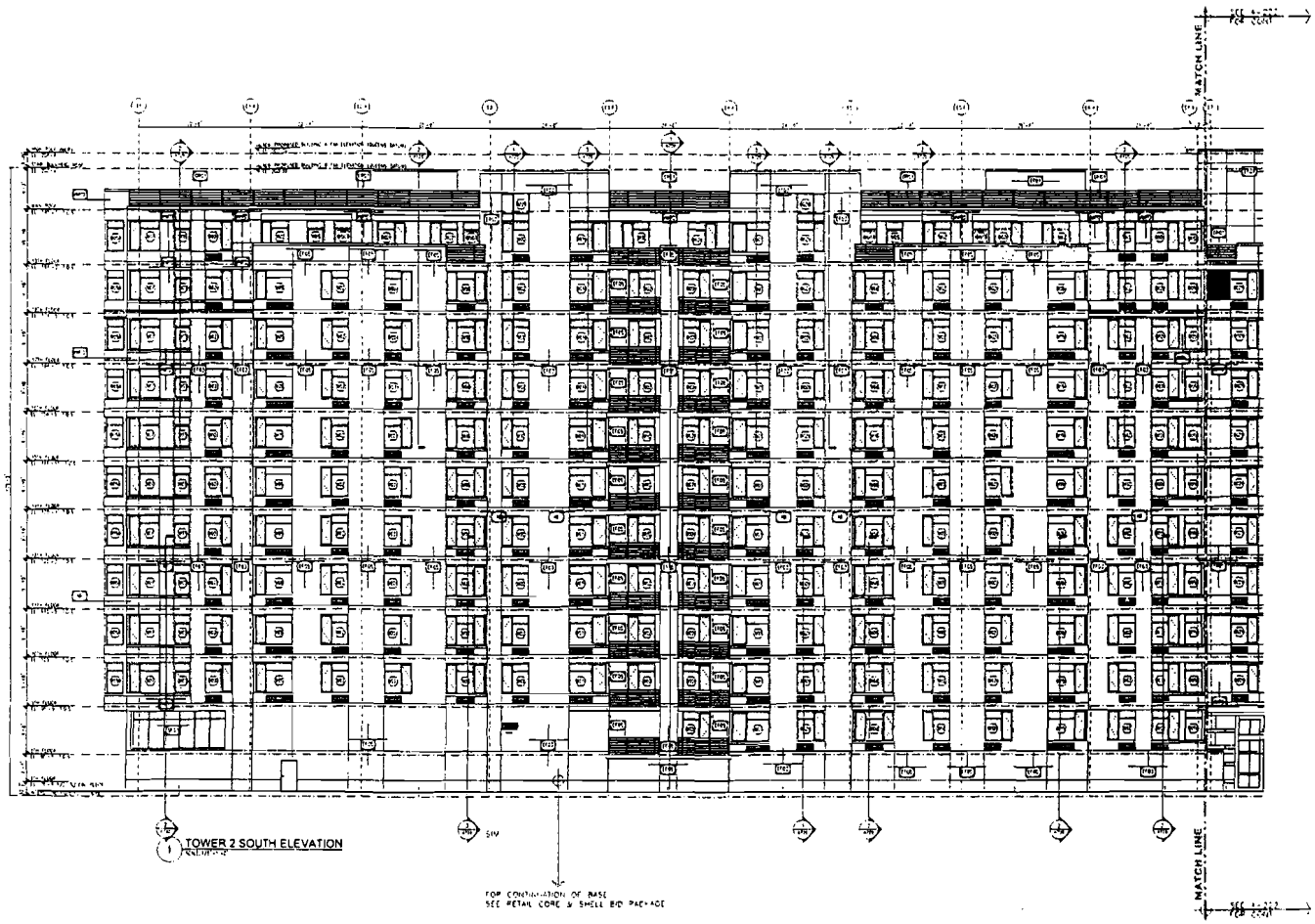
PROJECT TITLE
FLUSHING TOWN CENTER
Mixed-Use Development

DRAWING TITLE
TOWER 1 SOUTH ELEVATION

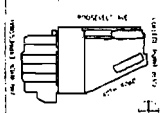
A-222



2 TOWER 2 SOUTH BULKHEAD ELEVATION



1 TOWER 2 SOUTH ELEVATION

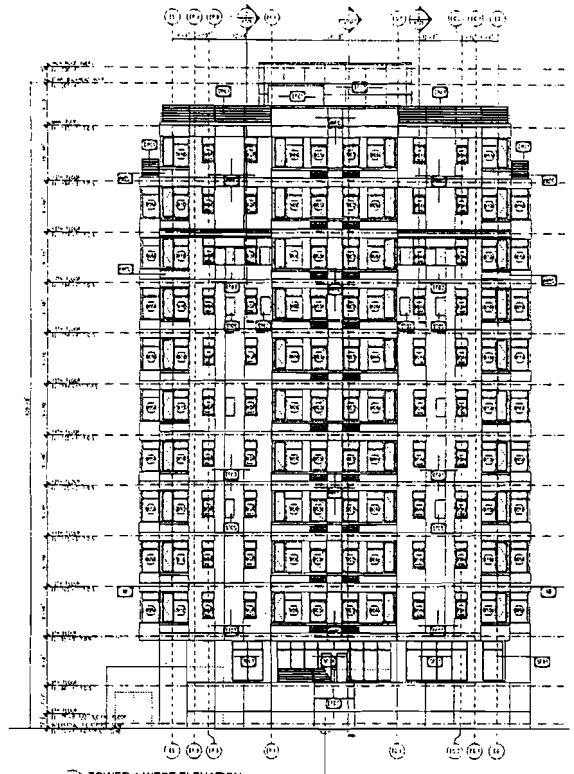


Perkins Eastman

PROJECT TITLE
FLUSHING TOWN CENTER
Mixed-Use Development

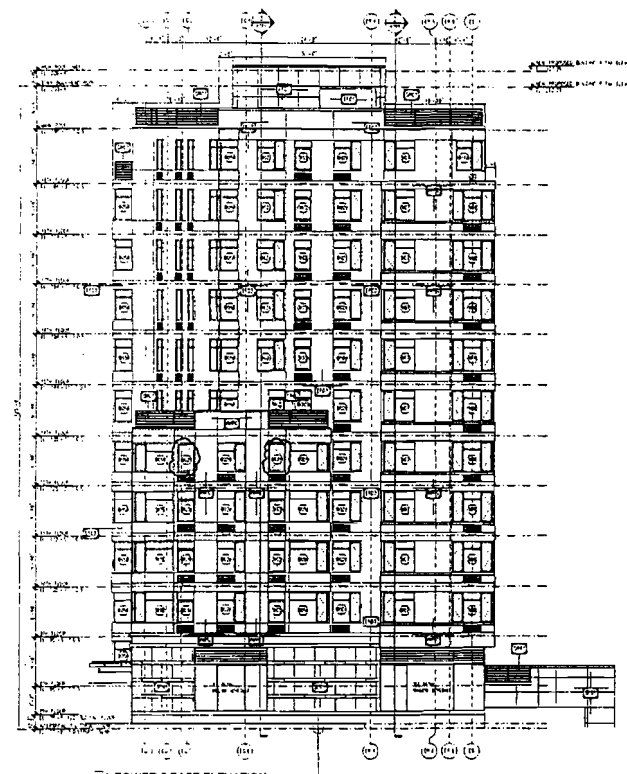
DRAWING TITLE
TOWER 2
SOUTH ELEVATIONS

SHEET NUMBER
A-223



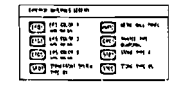
2 TOWER 1 WEST ELEVATION

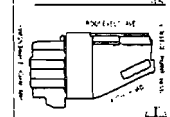
FOR CONTINUATION OF BASE
SEE RETAIL CORE & SHELL BID PACKAGE



1 TOWER 2 EAST ELEVATION

FOR CONTINUATION OF BASE
SEE RETAIL CORE & SHELL BID PACKAGE



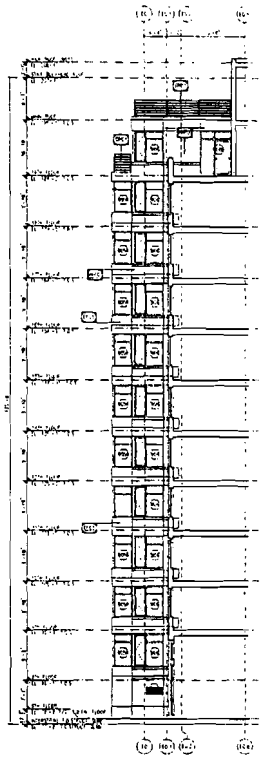


Perkins Eastman

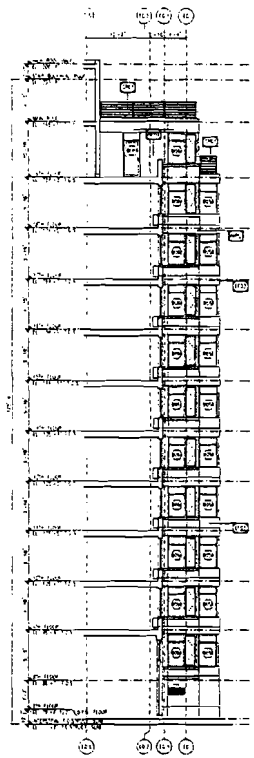
PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

DRAWING TITLE:
TOWER 1 & 2 EAST & WEST ELEVATIONS

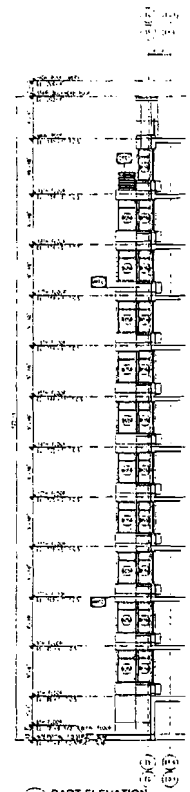
A-224



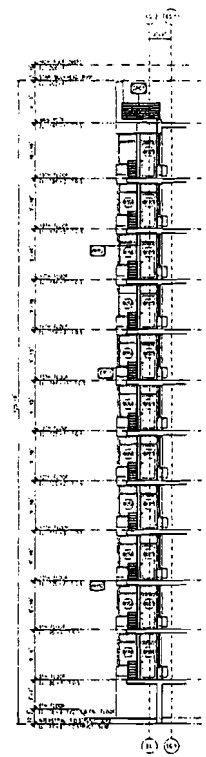
4 PART ELEVATION



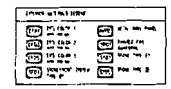
3 PART ELEVATION

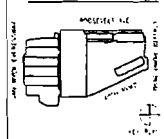


2 PART ELEVATION



1 PART ELEVATION AT BALCONY





Perkins Eastman

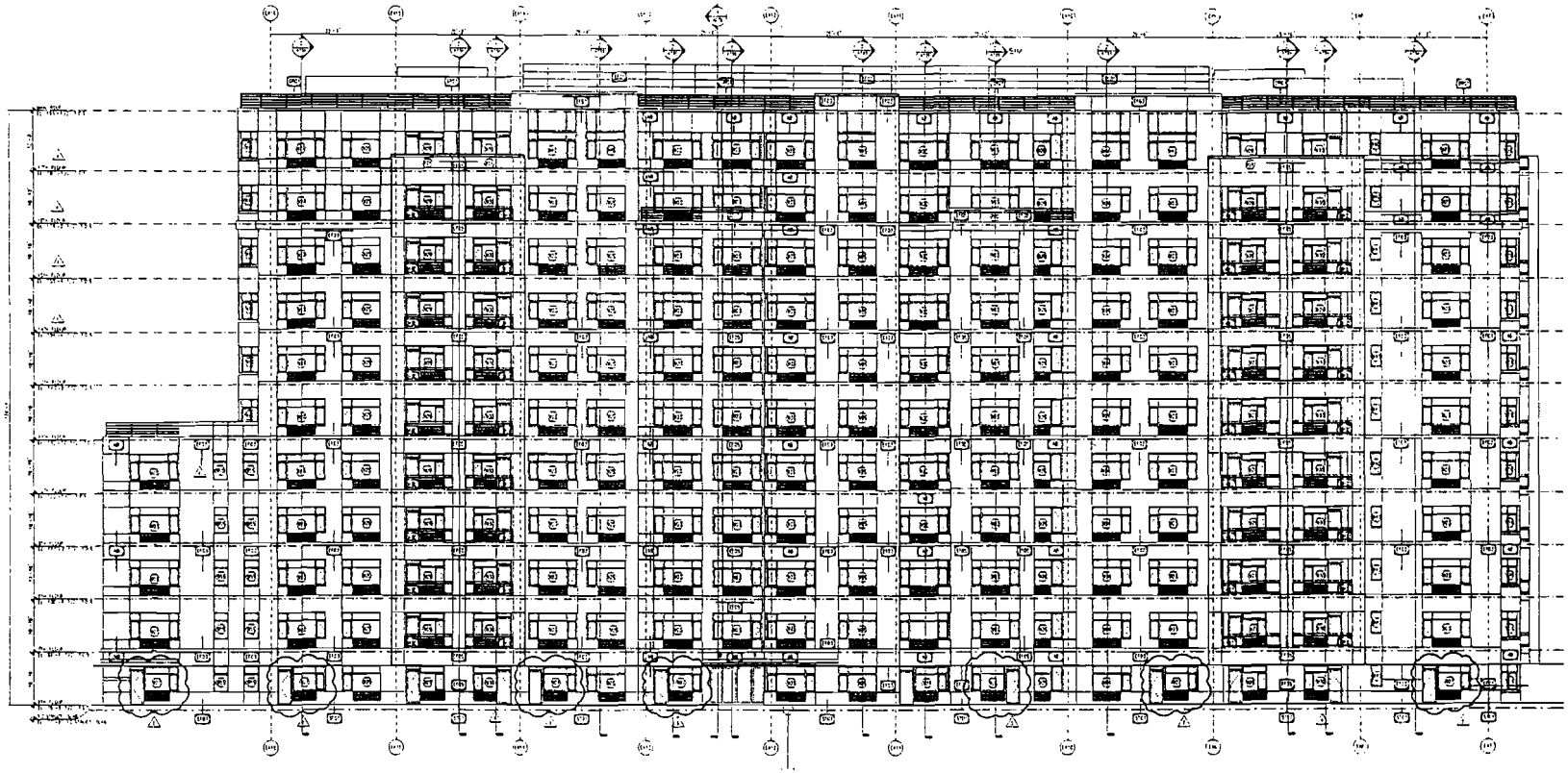
PROJECT TITLE
FLUSHING TOWN CENTER
Mixed-Use Development

PROJECT NO. 19712.00

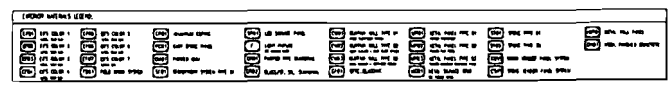
DRAWING TITLE:
TOWER 1 & 2 PARTIAL ELEVATIONS

SCALE:

A-225



TOWER 3
NORTH ELEVATION

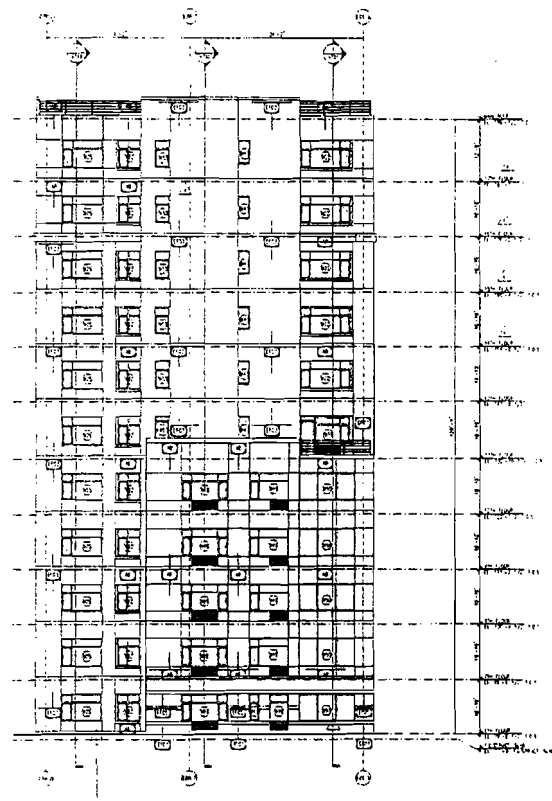


Perkins Eastman

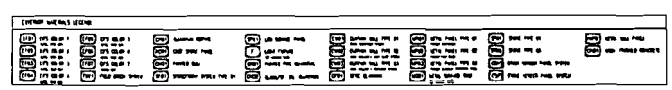
PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

TOWER 3
NORTH ELEVATION

A-226



TOWER 3
EAST ELEVATION

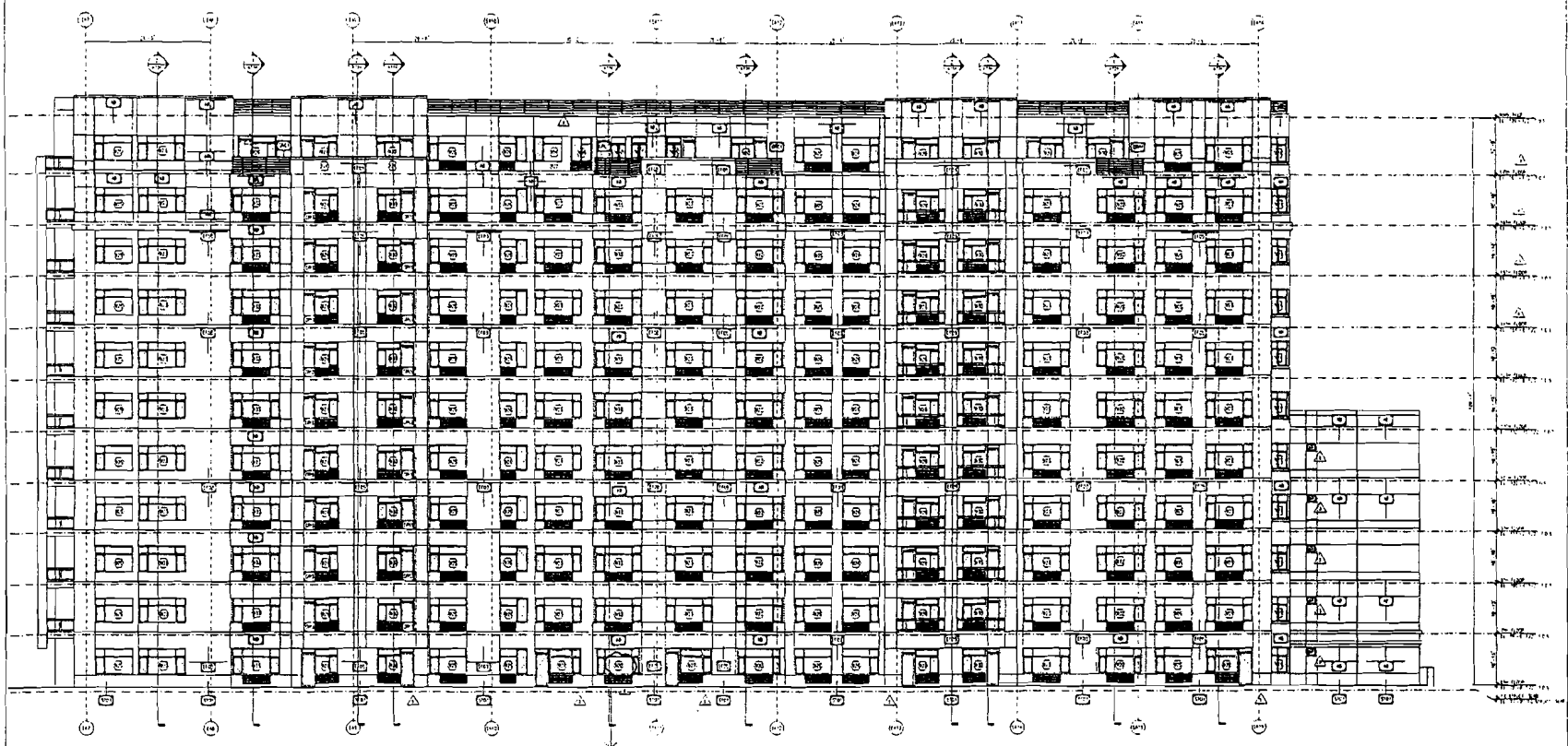


Perkins Eastman

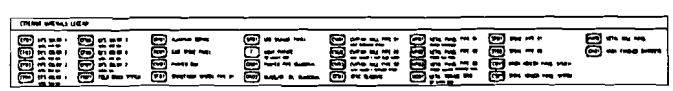
PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

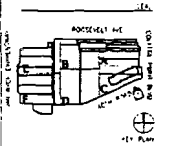
TOWER 3
EAST ELEVATION

A-227



TOWER 3
SOUTH ELEVATION





Perkins Eastman

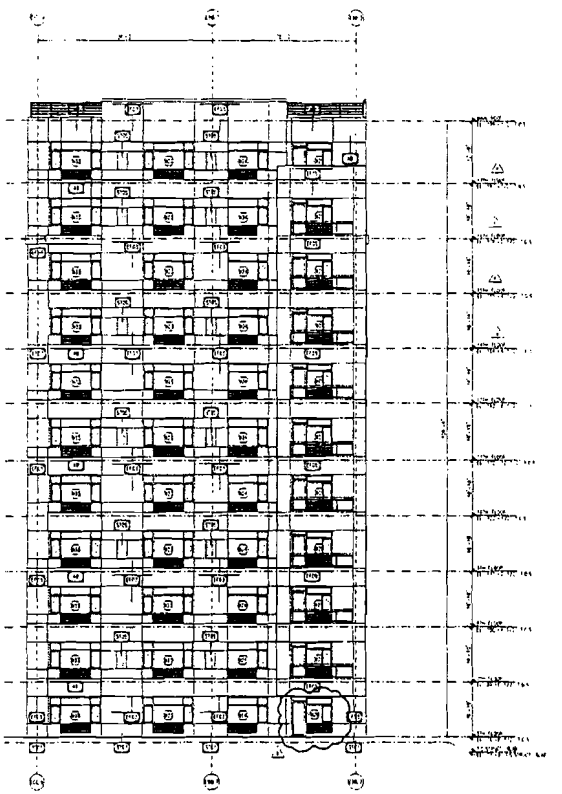
PROJECT TITLE:
FLUSHING TOWN CENTER
Mixed-Use Development

PROJECT No.

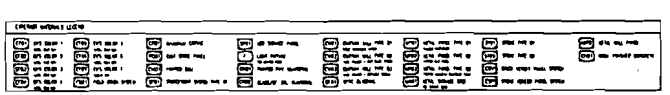
DRAWING TITLE:
TOWER 3
SOUTH ELEVATION

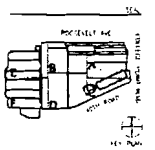
SCALE

A-228



TOWER 3
WEST ELEVATION





Perkins Eastman

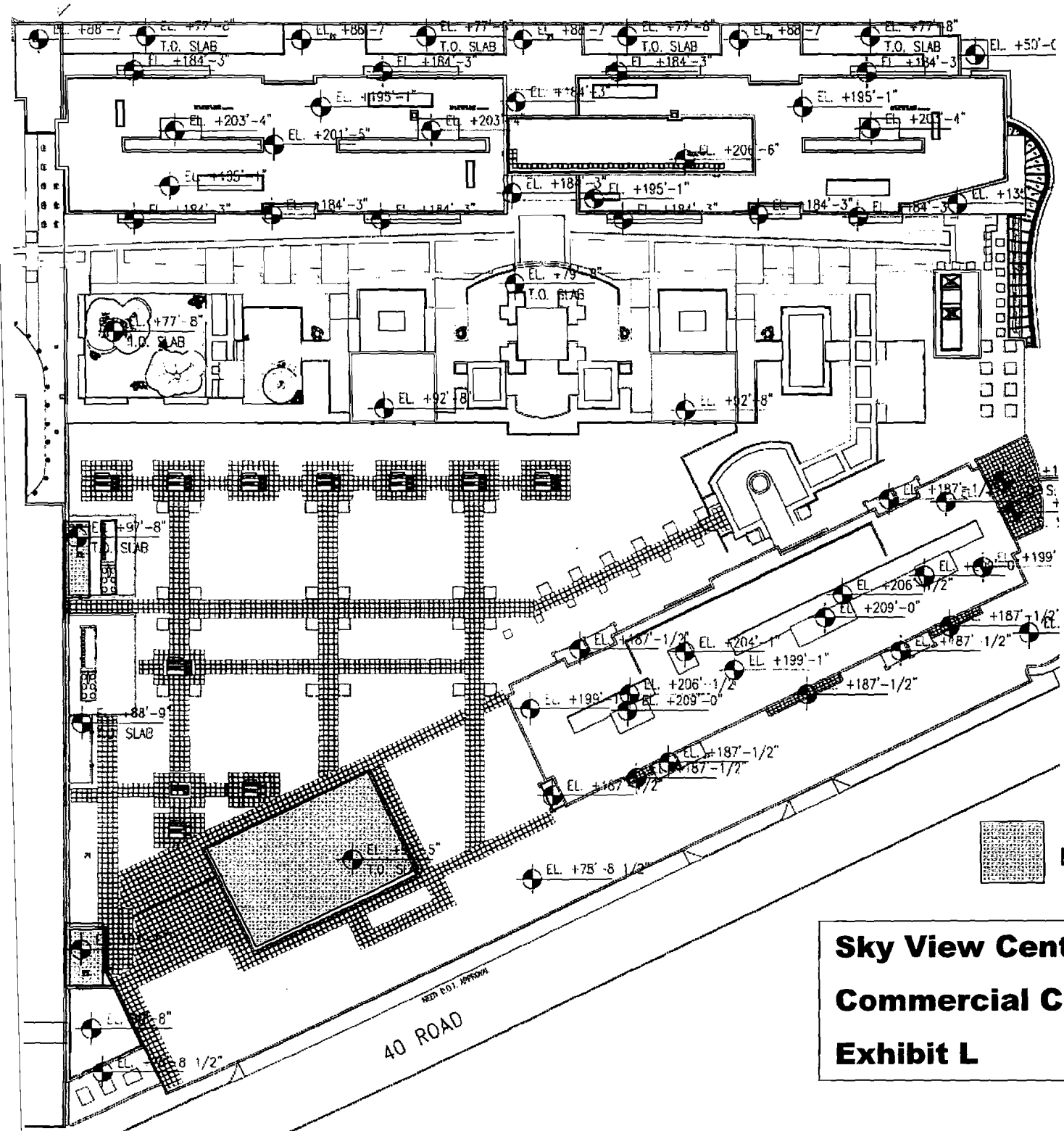
PROJECT TITLE
FLUSHING TOWN CENTER
Mixed-Use Development

DRAWING TITLE
TOWER 3 WEST ELEVATION

A-229

EXHIBIT L

Height Exception Areas



Height Exception Areas

Sky View Center

Commercial Condominium

Exhibit L

EXHIBIT M

Residential Easement Provisions

1. Design Standards.

(a) The Residential Towers shall be constructed in accordance with, and thereafter maintained, restored and/or altered in a manner so as to comply with, the Design Standards. The Design Standards may be modified from time to time, subject to and in accordance with Section 2.10 of the By-Laws, by agreement of the owner(s) of the Property, including, without limitation, the Unit Owners (the "Commercial Parcel Owner") and the Residential Parcel Owners. Any modification of the Design Standards required by Legal Requirements shall be deemed approved by the Commercial Parcel Owner and the Residential Parcel Owners.

(b) The Residential Parcel Owners shall not install neon illuminated or flashing signage or commercial advertising signage on the exterior façade of any of the Residential Towers. Commercial advertising shall in no event be deemed to include (i) advertising of the sale or rental of units in any of the Residential Towers by the owner of a Residential Tower or the sponsor of any Residential Tower that is a condominium (which shall in no event include the owners of individual condominium units), (ii) signs identifying retail occupants of the Residential Towers or (iii) signs identifying the names of the Residential Towers and/or the residential condominiums (which name(s) shall in no event include the registered trade name of any retailer at the Project).

2. Maintenance and Repair.

(a) The Commercial Parcel Owner shall operate, maintain, repair, restore and replace or cause the Board to operate, maintain, repair, restore and replace (i) the General Common Elements and any Retail Common Elements, Units and Limited Common Elements appurtenant thereto where the Residential Parcel Easements are located, (ii) the Structural Supports, (iii) conduits and other appurtenances (including, without limitation, the Structural Supports) in the General Common Elements and any Retail Common Elements, Units and Limited Common Elements appurtenant thereto in which Residential Parcel Easements have been granted pursuant to the Declaration (collectively, the "Residential Parcel Easement Areas") and (iv) the Commercial Roof, including, without limitation, the Retail Mechanical Exclusion Area and the West Retail Building Roof Commercial Exclusion Area, in compliance with all Legal Requirements, in good condition and repair and shall not alter, demolish, relocate or otherwise adversely affect, weaken or impair the structural integrity of the Structural Supports or the other Residential Parcel Easement Areas. Without limiting the generality of the foregoing, the Commercial Parcel Owner shall comply, or cause the Board to comply, with the roofing manufacturer's specifications for maintenance of the Commercial Roof, including, without limitation, the Retail Mechanical Exclusion Area and the West Retail Building Roof Commercial Exclusion Area, and shall not do or permit to be done anything that would void the roof warranties for the Buildings. The Commercial Parcel Owner shall also operate, maintain, repair, restore and replace or cause the Board to operate, maintain, repair, restore and replace

the equipment, flues, conduits and other appurtenances located on the Residential Parcel, in the West Residential Easement Area or in the Residential Towers in which the Commercial Parcel Easements have been granted pursuant to the Declaration (the "Commercial Parcel Easement Areas") in compliance with all Legal Requirements, in good condition and repair.

(b) Without limiting the generality of clause (a) of this Paragraph 2, the Parking Unit Owner shall operate, maintain, repair, restore and replace the roof slab of the Central Parking Structure on which the Residential Recreational Area is located, the roofing on any area of the roof of the Central Parking Structure that is not in the Residential Recreational Area and any other area or appurtenances (other than the installations of the Residential Parcel Owners in the easement areas) that are part of the Parking Unit in which a Residential Parcel Easement has been granted, including, without limitation, the Residential Parcel Easements granted in the Residential Freight Elevator Area (Roosevelt Avenue) and the Residential Loading Area (Roosevelt Avenue), in compliance with all Legal Requirements, in good condition and repair and shall not alter, demolish, relocate or otherwise adversely affect, weaken or impair the structural integrity of any Residential Parcel Easement Area. For purposes of this Exhibit M, the easements (whether exclusive or non-exclusive) granted to the Residential Parcel Owners, their respective employees, tenants, licensees and invitees in and to the Residential Parking Areas and East Retail Swing Parking Area pursuant to Section 14.05 of the Declaration shall be deemed "Residential Easements" under this Exhibit M and, without limiting the foregoing, the Parking Unit Owner shall have all the obligations in respect of the easements (whether exclusive or non-exclusive) granted pursuant to Section 14.05 of the Declaration as it has in respect of the Residential Recreational Area set forth in the immediately preceding sentence. Without limiting the generality of the foregoing, the Parking Unit Owner shall comply with the roofing manufacturer's specifications for maintenance of any portion of the roof of the Central Parking Structure that is not in the Residential Recreational Area and shall not do or permit to be done anything that would void the roof warranty for the roof on which the Residential Recreational Area is located.

(c) The Residential Parcel Owners shall, subject to Section 12.01(e) of the Declaration, operate, maintain, repair and restore the exterior façade of the Residential Towers on the Residential Parcel and any Residential Easement Area exclusively serving the Residential Parcel, including, without limitation, the Residential Easement Area Roof (each an "Exclusive Easement Area") in compliance with all Legal Requirements, in good condition and repair and, with respect to the exterior façade, in accordance with the Design Standards. Notwithstanding the foregoing or anything herein to the contrary, in no event shall (i) the Commercial Roof, including, without limitation, the Retail Mechanical Exclusion Area and the West Retail Building Roof Commercial Exclusion Area, (ii) the roof slab of the Central Parking Structure on which the Residential Recreational Area is located or any roofing of the Central Parking Structure that is not in the Residential Recreational Area, (iii) the Residential Parking Areas or (iv) any structural components of the Central Parking Structure be deemed an "Exclusive Easement Area" for purposes of this operation, maintenance, repair and restoration obligation. Without limiting the generality of the foregoing, the Residential Parcel Owners shall comply with the roofing manufacturer's specifications for maintenance of the Residential Easement Area Roof and the Residential Recreational Area and shall not do or permit to be done anything that would void the roof warranties for the Buildings or for the roof of the Central Parking Structure on which the Residential Recreational Area is located, provided,

however, this provision shall be effective only after the Board or the Parking Unit Owner, as applicable, shall have furnished the Homeowners Association with an accurate and complete copy of the roofing specifications and warranties for the roofs of the Buildings and the roof of the Central Parking Structure on which the Residential Recreational Area is located, as applicable. The Board and the Parking Unit Owner, as applicable, shall reasonably cooperate with the Homeowners Association to secure the services of the roof manufacturer or roof installer to the extent required, or to provide anything whatsoever that is directly or indirectly under the control of the Board or the Parking Unit Owner, as applicable, that is required, to comply with the specifications or warranties.

(d) The Commercial Parcel Owner shall not cause any mechanic's or other lien to be placed upon the Residential Parcel, the Residential Towers or any portion thereof provided, however, this shall in no way limit the right of the Board to have a lien on the Residential Access Unit for any unpaid Common Charges or Unit Expenses pursuant to, and in accordance with, Section 6.08 of the By-Laws or the right of any one or more of the Commercial Parcel Owners to encumber the Property, or any Unit or any portion thereof to the extent permitted under the Declaration. The Residential Parcel Owners shall not cause any mechanic's or other lien (except appurtenant Residential Easements may be encumbered in connection with any mortgage financings of the Residential Parcel or any portion thereof) to be placed upon the Property. If the Commercial Parcel Owner or the Residential Parcel Owners cause any mechanic's or other lien that is not permitted under this Paragraph 2(d) to be placed upon the other's property, the party causing the lien to be placed shall cause such lien to be discharged of record, by bonding or otherwise, within thirty (30) days after the filing of such lien.

3. Allocation of Costs for Maintenance of Easement Areas.

(a) The Commercial Parcel Owner shall have no obligation to pay for any costs of acquiring, constructing, operating, maintaining, repairing, restoring or improving the Residential Parcel or any portion thereof or the Residential Towers except as specifically set forth herein. The Residential Parcel Owners shall have no obligation to pay for any costs of acquiring, constructing, operating, maintaining, repairing, restoring or improving the Property or any portion thereof except as specifically set forth herein.

(b) The Homeowners Association shall include in its annual budgets for the periods after its first full calendar year of operations a reserve (the "Shared Costs Reserve") in an amount, after taking into account the balance of any then existing Shared Costs Reserve, at least equal to twenty percent (20%) of the Residential Access Unit Assessments for the Residential Contribution and the Property Insurance Expenses for the prior calendar year.

(c) A portion of the expenses attributable to the operation, maintenance and repair of the General Common Elements have been allocated to the Residential Parcel by including the Residential Contribution in the Common Charges of the Residential Access Unit to account for the Residential Parcel contribution pursuant to, and in accordance with, Section 6.01 of the By-Laws.

4. Insurance.

(a) The Board shall maintain the Property Insurance Policies covering the Insured Residential Tower Property, the General Common Elements, the Retail Common Elements, the Limited Common Elements and the Structural Supports in accordance with the terms of Article XI of the Declaration and the Residential Boards shall maintain the insurance required under, and in accordance with the terms of, Section 11.10 of the Declaration. The Owners, the Residential Parcel Owners, the Board and the Homeowners Association shall otherwise comply with Articles XI and XII of the Declaration.

(b) Except as otherwise provided in Articles XI and XII, any dispute under Article XI or Article XII of the Declaration between the Owners and/or the Board and the Residential Parcel Owners and/or the Homeowners Association, shall be determined by arbitration pursuant to Article 16.07 of the Declaration.

5. Condemnation.

(a) If all or any part of the Residential Parcel Easement Areas shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, except as otherwise provided herein, all compensation therefor shall be paid to the Condemnation Depository to be held in trust and disbursed by the Condemnation Depository in accordance with the terms of Article XIII of the Declaration, provided, however, any Award in respect of an Exclusive Easement Area shall be distributed to the Homeowners Association.

(b) The Homeowners Association on behalf of the Residential Parcel Owners shall be entitled to file a separate claim in respect of the Residential Parcel Easements and otherwise participate in any condemnation or similar proceeding and all hearings, trials and appeals in respect thereof. The Residential Parcel Owners shall have the exclusive right to assert claims for any trade fixtures and personal property taken which were the property of the Residential Parcel Owners or the Residential Boards, the loss of use of the Residential Parcel Easements and for relocation expenses, and all awards and damages in respect thereof shall belong to the Residential Parcel Owners, and Commercial Parcel Owner waives any and all claims to any part thereof. Notwithstanding anything herein or in the Declaration to the contrary, no Residential Parcel Owner or any Residential Board whose unit, property, common elements or any part thereof is taken in condemnation (whether or not all or any part of the Property is contemporaneously taken) shall be deemed to have waived whatever rights that it may have to pursue a separate claim against the condemning authority by reason thereof.

(c) The Commercial Parcel Owner and the Residential Parcel Owners shall execute all documents that may be required in order to facilitate collection of any Awards. If there is any dispute as to the allocation of the Awards, such dispute shall be resolved by arbitration in accordance with Paragraph 6 hereof.

6. Arbitration.

(a) The Commercial Parcel Owner and the Residential Parcel Owners shall not have been deemed to have agreed to determination of any dispute arising out of this Exhibit M by arbitration unless determination in such manner shall have been specifically

provided in this Exhibit M. Any dispute arising from lack of approval by any party and any disputes which by specific provisions of this Exhibit M are made subject to arbitration shall be resolved by arbitration in accordance with this Paragraph 6, provided, however, any party hereto may seek prohibitory injunctive relief without first submitting a dispute to arbitration.

(b) The Board or the Homeowners Association, whichever requests arbitration, shall do so by giving notice to that effect to the other party to the arbitrable dispute subject to the arbitration (the requesting party and other party collectively, the "Arbitrating Parties"), specifying in such notice the name and address of the disinterested person designated to act as an arbitrator on its behalf. The other Arbitrating Party shall, within five (5) days after its receipt of such notification, give notice to the other Arbitrating Party specifying the name and address of the disinterested person designated to act as arbitrator on its behalf. If any such Arbitrating Party fails to notify the other(s) of the appointment of its arbitrator, as aforesaid, within such five (5) day period, then the appointment of its arbitrator shall be made in the same manner as hereinafter provided for the appointment of the remaining arbitrator(s) in the case where the arbitrators designated by the Arbitrating Parties are to designate the remaining arbitrator(s) and the Arbitrating Parties are unable to agree on such designation(s). The arbitrators so appointed by the Arbitrating Parties shall, within five (5) days after designation of the last arbitrator by the Arbitrating Parties, together designate one additional disinterested person as an arbitrator, by notice to the Arbitrating Parties specifying the name and address of such arbitrator. In the event the arbitrators are unable to agree upon such additional arbitrator within such five (5) day period, the remaining arbitrator shall be selected by the Arbitrating Parties themselves if they are able to agree thereon within a further period of five (5) days. If the Arbitrating Parties do not so agree, then any Arbitrating Party, on behalf of the other Arbitrating Party and on notice to the other, may request such appointment by the American Arbitration Association (or any successor organization thereto) (the "Arbitration Association") in New York City in accordance with its then prevailing rules, or if the Arbitration Association shall fail to appoint such arbitrator within ten (10) days after such request is made, then any Arbitrating Party may apply, on notice to the other, to the Supreme Court of Queens County (or any other court having jurisdiction and exercising functions similar to those now exercised by such court) for the appointment of such arbitrator, and the Arbitrating Parties shall not raise any question as to such court's full power and jurisdiction to entertain the application and make the appointment.

(c) The arbitrators shall render their decision and award, upon the concurrence of at least a majority of their number, within twenty (20) days after the effective date of the appointment of the last arbitrator. The appointment of the arbitrators shall be made in a writing which shall state the effective date thereof. Such decision and award shall be in writing and counterpart copies thereof shall be delivered to each of the Arbitrating Parties, in the manner provided in Paragraph 8 of this Exhibit M. The arbitrators shall have no authority to award punitive, consequential, special or exemplary damages and in rendering any decision and award, the arbitrators shall not add to, subtract from or otherwise modify or reform the provisions of this Exhibit M and their jurisdiction is limited accordingly. Judgment may be entered upon the determination and award made by the arbitrators in any court of competent jurisdiction and may be enforced in accordance with the laws of the State of New York.

(d) The arbitrators shall hold one or more hearings (at a reasonable location, upon reasonable notice and at a reasonable time), and the Arbitrating Parties shall have the right to present evidence and witnesses as to the subject matter of the arbitration and the arbitrators shall have the right to retain and consult experts and authorities competent in the subject matter of the arbitration. Any such presentation of evidence or witnesses and any such consultation shall be made in the presence of both parties with full right on their part to rebut such evidence and cross-examine such experts and authorities.

(e) If for any reason whatsoever the written decision and award of the arbitrators shall not be rendered within the time limit set forth in this Paragraph 6, any Arbitrating Party may apply to the Supreme Court for Queens County or to any other court having jurisdiction and exercising functions similar to those now exercised by such court, by action, proceeding or otherwise (but not by a new arbitration proceeding) as may be proper to determine the matter in dispute consistently with the provisions of this Exhibit M. If any arbitrator named hereunder shall be unwilling or unable, for any reason, to serve or to continue to serve, a replacement arbitrator shall be appointed in the same manner as the arbitrator who is unwilling or unable to serve.

(f) All arbitrations referred to in this Exhibit M shall be conducted in the City of New York, County of Queens in accordance with the then prevailing Expedited Rules and Procedures of Commercial Arbitration of the Arbitration Association (or any successor or organization) applicable to the subject matter of the dispute, modified as set forth below and otherwise in this Paragraph 6(f):

(i) To the extent that the New York State Civil Practice Law and Rules or any successor statute imposes requirements different than those of the Arbitration Association in order for the decision of the arbitrator(s) to be enforceable in the courts of the State of New York, such requirements shall be complied with in the arbitration.

(ii) Each of the arbitrators appointed by the Arbitrating Parties, the arbitrators or otherwise shall be independent, disinterested, third parties and have at least ten (10) years experience in New York City in real estate and the general subject matter to be determined in the arbitration. If the arbitration relates to construction or architectural or engineering disputes, then each of the arbitrators shall be licensed, professional engineers or registered architects having at least ten (10) years experience in design of buildings and, to the extent applicable and consistent with this Paragraph 6, shall be conducted in accordance with the then Construction Arbitration Rules of the Arbitration Association or any successor body.

(iii) Before hearing any testimony or receiving any evidence, the arbitrator(s) shall be sworn to hear and decide the controversy faithfully and fairly, by an officer authorized to administer an oath and a written copy thereof shall be delivered to each of the Arbitrating Parties.

(g) The arbitration decision, determined as provided in this Paragraph 6, shall be conclusive and binding on the parties.

(h) All out-of-pocket expenses of the prevailing party(ies) incurred in connection with the arbitration, including reasonable legal, expert and witness fees and consulting fees and disbursements, shall be borne by the non-prevailing party(ies) unless otherwise determined by the arbitrators. The fees and expenses of the Arbitration Association and of the arbitrator(s) designated by or on behalf of the arbitrators shall be shared equally by the Arbitrating Parties (unless the arbitrators assess such fees and expenses unequally among the Arbitrating Parties) and each of the Arbitrating Parties shall promptly pay its share when due.

7. Self Help.

(a) If the Commercial Parcel Owner or the Residential Parcel Owners shall fail to fulfill any of its or their obligations relating to the operation, maintenance, repair, replacement of any Residential Parcel Easement Areas, the Commercial Parcel Easement Areas or the Residential Towers under this Exhibit M, and such failure shall continue for thirty (30) days after notice from the Commercial Parcel Owner or the Residential Parcel Owners, as applicable, (or without notice in the case of an Emergency Situation), then the notifying party shall have the right (but not the obligation) to enter upon the property of the defaulting Owner to remedy the default, and the defaulting Owner shall reimburse the performing Owner, within thirty (30) days after demand, for the reasonable costs and expenses, including reasonable attorneys' fees, incurred by the performing Owner in remedying same, together with interest thereon at the Interest Rate from the date of demand for payment to the date of payment.

(b) Each Owner, and such Owner's agents, employees, contractors and mortgagees shall have the right of access to and privilege of entering the Property or the Residential Parcel at all reasonable times upon prior notice (except in case of Emergency Situation) solely to the extent necessary to exercise its rights and/or perform its obligations in accordance with this Exhibit M. This Paragraph 7(b) may be enforced by any Owner by whatever legal or equitable remedies available, including, without limitation, specific performance. Each Owner shall indemnify and hold harmless the others from any claim, suit, action or proceeding by a third party, whether or not the same is meritorious, resulting from the acts of any of the Owners or their agents, employees, tenants, licensees, invitees or contractors pursuant to this Paragraph 7(b).

8. Notices. All notices, approvals, consents, elections, requests, demands or other communications required or permitted to be given under this Exhibit M ("Notices") must be in writing and may be (a) delivered by a nationally recognized overnight courier, or (b) mailed by registered or certified mail, postage prepaid, with return receipt requested, and addressed, in the case of the Commercial Parcel Owner, to the Board c/o Joshua L. Muss or such other address as from time to time shall be supplied by the Board to the Homeowners Association by like Notice. Any Notice sent to the Parking Unit Owner with respect to an Easement Area located in the Parking Unit shall be sent to the Parking Unit Owner addressed 118-35 Queens Boulevard, Forest Hills, New York 11375, Attention: Joshua L. Muss, with a copy to the Board, or such other address as from time to time shall be supplied by the Parking Unit Owner to the Homeowners Association by like Notice. Any Notice sent to the Residential Parcel Owners shall be sent to the Homeowners Association addressed 118-35 Queens Boulevard, Forest Hills, New York 11375, Attention: Joshua L. Muss, or such other address as shall from time to time be

supplied by the Homeowners Association to the Commercial Parcel Owner or the Parking Unit Owner, as the case may be, by like Notice. Notices will be deemed to be given, (i) if sent by overnight courier, on the second (2nd) Business Day after being sent, and (ii) if sent by mail, on the second (2nd) Business Day after the date received by the addressee, as set forth on the return receipt. The period in which a response to a Notice must be given or taken shall run from (and such notice shall be deemed received on) the second (2nd) Business Day after the date of receipt by the addressee, provided, however, Notices sent in the manner prescribed above that are refused by an Owner or are unable to be delivered because of a changed address of which no notice was given in accordance with this Paragraph 8 shall be deemed given and received on the date of such refusal or on the date sent, as applicable, and Notices sent to the last address supplied by an Owner in the manner prescribed above shall be deemed given and received upon receipt or refusal at such address even if such address is no longer the current address of such Owner. Each party shall be entitled to rely on all communications which purport to be on behalf of any other party and which purport to be signed by any authorized signatory of the Board, the Parking Unit Owner or Homeowners Association, as applicable. Copies of all Notices hereunder shall also be sent to up to two other additional addressees, as may be requested by a party, provided that such copies of Notices (other than those specifically provided for above) shall be deemed courtesy copies only, and the failure of any such parties to receive any Notice shall not in any manner render the giving of such Notice ineffective against any party. The attorneys for the Owners are authorized to give and issue notices hereunder on behalf of their clients.

9. Indemnification.

(a) Each of the Commercial Parcel Owner and the Residential Parcel Owners shall indemnify and save harmless the other and their respective Occupants against all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including, without limitation, reasonable counsels' fees and disbursements incurred in the defense thereof) which the Commercial Parcel Owner or the Residential Parcel Owners or their respective Occupants may suffer or incur by reason of the indemnifying party's, or its respective employees', agent's, tenant's, licensee's, invitee's or contractor's, acts or omissions in connection with the performance of, or failure to perform, its obligations under this Exhibit M.

(b) The Residential Parcel Owners shall indemnify and save harmless the Commercial Parcel Owner and its Occupants against all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including, without limitation, reasonable counsels' fees and disbursements incurred in the defense thereof) which the Commercial Parcel Owner or its Occupants may suffer or incur arising from any damage to, or destruction of, the Commercial Parcel Easement Areas or the Property caused by the Residential Parcel Owners or their contractors in connection with construction, maintenance, repair, replacement, restoration or operation of the Residential Parcel.

(c) The Commercial Parcel Owner shall indemnify and save harmless the Residential Parcel Owners and their respective Occupants against all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including, without limitation, reasonable counsels' fees and disbursements) which the Residential Parcel Owners and their respective Occupants may suffer or incur arising from any damage to, or

destruction of, the Residential Parcel Easement Areas or the Residential Towers caused by the Commercial Parcel Owner or its contractors in connection with the construction, maintenance, repair, replacement, restoration or operation of the Property.

(d) The indemnity obligations of the Commercial Parcel Owner and the Residential Parcel Owners under this Paragraph 9 shall not be deemed to be, and are not limited, by the limits or the type of insurance required to be carried under this Exhibit M or by the absence of insurance or the refusal or failure of any insurance company to pay or perform any obligation on its part to be performed.

10. Approval Rights.

(a) Except where expressly provided to the contrary in this Exhibit M, any consent, determination, judgment, decision or approval required or permitted to be made or requirements or items to the satisfaction of any Owner shall be made or determined in the exercise of such Owner's reasonable discretion, and such consent, determination or approval shall not be unreasonably withheld, conditioned or delayed.

(b) Unless otherwise expressly provided in this Exhibit M, each response to a request for an approval or consent shall be given by the Owner to whom directed within twenty (20) days after receipt. Each disapproval shall be in writing and, subject to Paragraph 10(a) above, the reasons shall be clearly stated. If a response is not given within the required time period, the requested party shall be deemed to have given its approval or consent provided that the request notice contains the following capitalized and boldfaced language: "THIS NOTICE CONTAINS A REQUEST FOR A CONSENT, DETERMINATION, JUDGMENT, DECISION OR APPROVAL PURSUANT TO PARAGRAPH 10(a) OF THE EASEMENT. IF YOU DO NOT RESPOND WITHIN TWENTY (20) DAYS OR ANY SHORTER PERIOD EXPRESSLY SET FORTH IN THE EASEMENT FOR A RESPONSE TO SUCH REQUEST, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE REQUEST CONTAINED HEREIN."

(c) The Board of the Commercial Parcel Owner, subject to Section 2.10 of the By-Laws, shall give consents or approvals or make determinations, judgments, and decisions required or permitted to be made by the Commercial Parcel Owner under this Exhibit M on behalf of the Commercial Parcel Owner and the Homeowners Association shall give consents or approvals or make determinations, judgments, and decisions required to be made by the Residential Parcel Owners on behalf of the Residential Parcel Owners, and each such Owner shall be bound by such consents, approvals, determinations, judgments and decisions and any Owner may rely on the same without further inquiry. Notwithstanding the foregoing, with respect to any Residential Parcel Easement located in the Parking Unit, the Parking Unit Owner shall give consents or approvals or make determinations, judgments and decisions required or permitted to be made by the Commercial Parcel Owner under this Exhibit M (subject to the consent or approval of the Board only if the subject of the consent or approval otherwise requires Board consent or approval under the Declaration). The Parking Unit Owner shall not modify the easements granted under the Declaration to the Residential Parcel Owners in the Parking Unit (except for the easements granted in the Residential Parking Areas) or grant any additional easements in the Parking Unit (except for the easements granted in the Residential

Parking Areas) to the Residential Parcel Owners without the reasonable approval, subject to Section 2.10 of the By-Laws, of the Board. The Parking Unit Owner shall not modify the easement granted to the Residential Parcel Owners in the Residential Parking Areas without the consent of the Homeowners Association.

11. General Provisions.

(a) The Commercial Parcel Owner shall exercise its rights, and perform its obligations, under this Exhibit M solely through the Board, except the Parking Unit Owner may exercise its rights, and shall perform its obligations, in respect of the Residential Parcel Easements located in the Parking Unit, on its own behalf subject to the last sentence of Paragraph 10(c) above. The Residential Parcel Owners shall exercise their rights, and perform their obligations, under this Exhibit M solely through the Homeowners Association, which shall act on behalf of the Residential Parcel Owners (and in the case of Residential Towers that have been converted to a condominium regime, on behalf of the board of managers of the respective condominium regimes).

(b) The Residential Parcel Easements and the Commercial Parcel Easements and the terms and conditions of this Exhibit M are, and at all times shall continue to be, superior to any and all mortgages, ground leases and other liens or title encumbrances that now or at any time in the future may encumber the whole or any portion of the Development.

(c) The liability of each Owner for the payment and performance of the obligations to be paid or performed under this Exhibit M by such Owner shall be limited to such Owner's interest in the Property or Residential Parcel then owned by such Owner, in the event of any default by such Owner under this Exhibit M, and no other property or assets of any Owner, or any Affiliate, partner, shareholder, director, officer, member, principal, agent or employee of such Owner (the "Parties"), shall be subject to levy, execution or other enforcement procedure for the satisfaction of an Owner's obligations under or with respect to this Exhibit M, and none of the Parties shall be personally liable for the performance of an Owner's obligations under this Exhibit M. Without limiting the generality of the foregoing, the Homeowners Association shall be jointly and severally liable for the obligations of any Residential Parcel Owners under this Exhibit M and shall be permitted to allocate its liability hereunder among its constituent members in the manner determined under its organizational documents. The Homeowners Association's liability under this Paragraph 11(c) shall not be deemed to be, and is not limited, by the refusal or failure of any of its constituent members to pay or perform any obligation on its part to be performed hereunder or under the organizational documents of the Homeowners Association. Notwithstanding the foregoing or anything in this Exhibit M or otherwise to the contrary, if any Residential Parcel has been converted to a condominium regime, the board of managers of the condominium association of such condominium, as agent for the individual unit owners, shall be deemed the Owner of the Residential Parcel for purposes of this Paragraph 11(c) and shall, as agent for such unit owners, be liable for the payment and performance of the obligations to be paid and performed under this Exhibit M by the Owner of such Residential Parcel, and, in no event, shall an individual owner of any unit comprising a condominium unit within such Residential Parcel be liable for payment or performance hereunder. This shall in no way diminish any liability that an owner

of any unit comprising a condominium unit within such Residential Parcel may have under the constituent documents of its condominium or the Homeowners Association.

(d) If any provision of this Exhibit M or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Exhibit M and the application of such provision to other persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(e) No delay or omission by any party hereto in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Exhibit M by any other party hereto shall be construed to be a waiver thereof. A waiver by any party hereto of any of the obligations of any other party shall not be construed to be a waiver of any subsequent breach of any other term, covenant or agreement set forth in this Exhibit M.

(f) Upon the request of any Owner, the Owners shall execute and deliver (or cause to be executed and delivered) such additional documents or agreements and take such action as may be necessary or appropriate to effectuate the intent and purposes of this Exhibit M (including, without limitation, a document confirming the provisions of Paragraph 11(b) hereof and confirming the liability of the Homeowners Association pursuant to Paragraph 11(c) hereof).

(g) No easement created hereunder shall be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the real property subject to such easement unless the Owner benefited by such easement states in writing its intention to abandon such easement.

(h) This Exhibit M, together with the Declaration to which it is attached, sets forth the entire agreement between the parties hereto with respect to the subject matter hereof, and no party hereto shall be deemed to have made any representations, warranties or promises, express or implied, except as provided in this Exhibit M and the Declaration.

(i) There shall be no merger of the easements or of the estates or interests created hereby by reason of the fact that the easements or the estates or interests created hereby and the Declaration may be held, directly or indirectly, by or for the account of any person(s) or entity(ies) who shall own both the Property and the Residential Parcel or any interest therein. No such merger shall occur unless and until all persons and entities at the time having an interest in the Property and the Residential Parcel and all persons having an interest herein and in the estates created hereby shall join in a written instrument effecting such merger and shall duly record the same.

(j) Nothing contained herein will be deemed to be a gift or dedication of any portion of the Development to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that the Residential Parcel Easements and the Commercial Parcel Easements will be strictly limited to and for the purposes expressed herein.

(k) No party hereto in any way or for any purpose shall be deemed by reason hereof to be a partner of any other party hereto in the conduct of their respective businesses or a joint venturer or a member of a joint enterprise with such other party. Except as expressly provided herein or in the Declaration, this Exhibit M is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity (including, without limitation, any agents, employees, contractors, tenants, invitees, licensees of any Owner) as a third party beneficiary or otherwise. Without limiting the generality of the preceding sentence, in no event shall any third parties (including, without limitation, any agents, employees, contractors, tenants, invitees, licensees of any Owner) be entitled to enforce any provision hereof against any of the Owners or otherwise.

(l) This Exhibit M shall bind and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto. The terms and provisions hereof shall be deemed to be "covenants running with the land", and shall benefit and bind each respective successor-in-title to the parties hereto with respect to their ownership, use and conveyance of any of the real property encumbered here.

(m) All easements granted to the Residential Parcel Owners or the Commercial Parcel Owner, and their respective successors, assigns, employees, agents, contractors, tenants, licensees and invitees pursuant to Section 14.05 of the Declaration, Article XV of the Declaration and this Exhibit M shall be easements appurtenant and not easements in gross. To the extent any easement granted under Section 14.05 of the Declaration, Article XV of the Declaration or under this Exhibit M is relocated or otherwise altered pursuant to, and in accordance with, the terms of Article XV of the Declaration, this Exhibit M or the Declaration, such easement shall be deemed to be located as so relocated or altered.

(n) This Exhibit M shall be governed by, and construed in accordance with, the laws of the State of New York.

EXHIBIT N

Signage Standards

Exterior Signage:

(1) Exterior Sign Areas: Exterior Signage may only be installed, maintained and replaced on the exterior of the Project in those locations shown in Exhibit N-1 in accordance with the terms of Section 5.02 (k) of the Declaration and otherwise in compliance with these Signage Standards. Exterior Sign Areas labeled as "Target" on Exhibit N-1 and further identified on Exhibit N-3 may be used by the Owner of the Target Unit for signs or graphics, as applicable, of the Occupant(s) of the Target Unit. Exterior Sign Areas labeled as "Retail" on Exhibit N-1 may be used by the East Retail Unit Owner and West Retail Unit Owner for the signs or graphics, as applicable, of Occupants of their Units. Exterior Sign Areas labeled "Project" may be used by the Board for signs that shall contain the Project Name and/or logo associated therewith. Exterior Sign Areas labeled "Residential" may be used by the Owner of the Residential Access Unit for signs that shall only contain the Residential Project Name and/or logo associated therewith. Exterior Sign Areas labeled "Parking" or "Loading Dock" may be used by the Parking Unit Owner and the Target Unit Owner, East Retail Unit Owner or West Retail Unit Owner as applicable, respectively for wayfinding signs and/or graphics, as applicable.

(2) Exterior Sign Sizes: The square footage of any Exterior Signage within any Exterior Sign Area as measured by the Sign Measurement Methodology will not exceed the square footage allocated for such Exterior Sign Area identified in Exhibit N-1.

(3) Exterior Sign Types: The following provides design criteria for each of the Exterior Sign Types. Signs that do not comply with this criteria are prohibited unless approved in writing by the Retail Committee in accordance with the Signage Submissions Process.

(a) "Grid" signage shall be internally illuminated dimensional letter/logo signs of any color not exceeding 8" in depth. All illumination shall be neon or LED's operating on -20 degree cold weather ballasts. All other sign illumination including, but not limited to fluorescent illuminated box signs (except such signs are permitted in area labeled "Grid (BSP)"), flex face signs or flashing or moving signs are prohibited unless approved in writing by the Retail Committee in accordance with the Signage Submissions Process hereinafter delineated. All letters/logos will mount directly to the face of the structural grid provided that any white letter/logos may be backed with (a) a black painted perforated aluminum scrim that is at least 51% open and not exceeding ¼" thickness or (b) a perimeter-lit solid aluminum panel not exceeding three inches (3") in depth utilizing letters of a depth that, when taken together with the depth of any such solid aluminum panel, does not exceed a total depth of eight inches (8"), provided that this clause (b) shall not be applicable to the Target Unit Owner, who shall be governed instead by the approved plans and exhibits of the Target Unit Owner. All electrical conduit hidden behind signs. All signs shall connect to one of the electrical distribution boxes provided at each structural grid. All electrical conduit shall be rigid conduit mounted to the rear surface of the structural grid behind letters/logos aligning with the structural grid and set

into "U-channel" rails wherever possible. Transformers shall be self-contained within the illuminated letter/logos with front access service. No exposed wiring chases or conduit shall be mounted below letters/logos. All conduit and wiring chases shall be hot-dipped galvanized and painted to match the surrounding structural grid. All grid signs shall contain only the business name, trademark and/or logo of the applicable Unit Owner or Occupant. For any "Grid" signage located in a sign area with multiple signs, the Retail Unit Owners shall cooperate with each other to assure that signage is placed in specific locations within such sign areas such that any portion of any sign does not come closer than one (1) foot to any portion of any other sign.

(b) "Main Canopy" and "Canopy" signs shall be internally illuminated dimensional letter signs of any color not exceeding 8" in depth with stainless steel returns. Illumination and mounting standards shall be the same as for "Grid" signage. All Main Canopy and Canopy signs shall contain only the business name and/or trademark of the applicable Unit Owner or Occupant.

(c) "LED" signage shall be Dynamic LED array signage (i.e. an electronically controlled animated matrix of LEDs) displaying text, images or patterns other than those specifically prohibited in this Condominium Declaration.

(d) "Retail Poster" signage shall be digitally printed vinyl transparencies adhered to diffuser panels inside poster boxes, fully filling poster area displaying text, images or graphics other than those specifically prohibited in the Condominium Declaration.

(e) "Window-Illuminated" signage shall either be (i) internally or externally illuminated signs of any color connected directly to an Occupant's electrical distribution system or (ii) large scale, removable digital vinyl prints applied to the interior side of designated windows. All Window-Illuminated Storefront Signs shall contain only the business name, trademark and/or logo of the Unit Owner or Occupant and, if utilizing digital vinyl prints, such other supporting graphics that are consistent with graphics and images used by an Occupant for other advertising purposes ("Permitted Supporting Graphics").

(f) "Window-Non-illuminated" graphics shall be only large scale, removable digital vinyl prints applied to the interior side of designated windows. Window-Non-illuminated graphics may not contain the business name, trademark and/or logo of the Unit Owner or Occupant but may contain graphics and images that are architectural in nature and are otherwise consistent with graphics and images used by an Occupant for other similar purposes. Such graphics may not be either directly or indirectly illuminated.

(g) "Wayfinding" shall be painted, ¼" thick, non-illuminated acrylic signs with white letters superimposed on a charcoal background providing only wayfinding information for parking or loading as applicable.

Storefront and Other Interior Signage:

(1) Garage-facing Storefront Signs: Retail Unit Owners shall be permitted to allow Occupants with an entrance facing the Central Parking Structure to have signage (the "Garage-facing Storefront Signs") located on the garage-facing facade adjacent to an

Occupant's entrance. The Retail Unit Owners may determine the dimensional limits of the signage area for each Occupant, but in no event shall it extend beyond a boundary that is 1'-0" inside of the top, bottom or ends of an Occupant's demising wall or interfere with any Wayfinding and Directional Signage (as hereinafter defined) located on the garage-facing facades. Garage-facing Storefront Signs for the façade of the East Retail Building must either be (a) large scale, removable digital vinyl prints with clear matte overlamination applied directly to the garage façade with or without external illumination or (b) internally illuminated dimensional letter/logo signs that do not project more than 4" from the façade, are located in a zone between 1' above grade and 6' 8" above grade. Garage-facing Storefront Signs for the façade of the West Retail Building must either be: (a) large scale, removable digital vinyl prints with clear matte overlamination applied directly to the garage façade with or without external illumination or (b) internally illuminated dimensional letter/logo signs that do not project more than 4" from the façade in the zone between 1' above grade and 6'8" above grade and do not to project more than 9" from the facade in the zone between 6'8" above grade and a limit of 1' below the top of the Occupant's demising wall. All internal or external illumination fixtures for Garage-facing Storefront Signs must be connected directly to an Occupant's electrical distribution system. Penetrations for connection to the Occupant's electrical system may be made only from the back of any fixture, panel, letter or logo and shall be otherwise invisible from view. All Garage-facing Storefront Signs shall contain only the business name and/or trademark of the Occupant and Permitted Supporting Graphics. All other sign types including, but not limited to flashing or moving signs are prohibited unless approved in writing by the Retail Committee in accordance with the Signage Submissions Process.

(2) Mall Storefront Signs: The East Retail Unit Owner may permit Occupants of its Unit to install and maintain Mall Storefront Signs above each storefront in the Mall Accessway. Such signs must be internally illuminated, halo illuminated individual letters and/or logos or exposed skeleton neon. Signs must not extend above or below the signage grid (3' high) and must not be closer than 1' 0" to any demising wall in the horizontal dimension. The Target Unit Owner may itself or may permit Occupants of its Unit to install Mall Storefront Signs which signs will be individual letter and/or logos either directly or indirectly illuminated with no individual letter and/or logo exceeding 8' 0" in height or being placed closer than 1' 0" to edge of its Mall Storefront Area in any dimension. Penetrations for connection to the Unit Owner or Occupant's electrical system for all illuminated Mall Storefront Signs may be made only from the back of letter or logos and shall be otherwise invisible from view. All Mall Storefront Signs shall contain only the business name and/or trademark of the Unit Owner or Occupant. All other sign types including, but not limited to flashing or moving signs are prohibited unless approved in writing by the Retail Committee in accordance with the Signage Submissions Process.

(3) Mall Storefront Blade Signs: The East Retail Unit Owner may permit Occupants of its Unit to install and maintain Mall Storefront Blade Signs as part of their storefronts. The signs must be centered on the column or neutral pier in Occupant's storefront. The blade sign shall not exceed a maximum of 6.25 square feet or a maximum width or height of 3'0". The bottom of the blade sign must be above 8'8" AFF and the top of the blade sign no higher than 11'8" AFF. The edge of the blade sign must be 3" from the column or

neutral pier and a minimum of 3" from the ceiling. Blade signs may be illuminated. If an Occupant chooses to illuminate its blade sign, then Occupant shall provide the electrical stubout and structural grounds behind the column enclosure or neutral pier. Occupants must submit specifications for their blade sign design to the East Retail Unit Owner for review and approval. Specifications must include size, material, color, illumination, mounting, finish and description of the blade sign(s). All Mall Storefront Blade Signs shall contain only the business name and/or trademark of Occupant. Occupant shall be responsible for engineering its blade sign assembly and for the repair, in a good and workerlike manner at its sole cost and expense, of the core and shell finishes, including, without limitation, gypsum and paint, that may be damaged in connection with the installation or removal of its blade sign. All other sign types including, but not limited to flashing or moving signs are prohibited unless approved in writing by the Retail Committee in accordance with the Signage Submissions Process.

(4) Restaurant Sign Area Signs: The East Retail Unit Owner may permit Occupants of the first floor of its Unit to install and maintain Restaurant Sign Area Signs on sign grid labeled as such in Exhibit N-1. Such signs must be internally illuminated dimensional letter/logo signs of any color. Illumination shall consist of LED lamps operating at low voltage with remote transformers at power supply in columns. Wiring shall be concealed in mounting channel rails and all transformers shall also be remotely concealed. All Restaurant Sign Area Signs shall contain only the business name and/or trademark of the Occupant. All other sign types including, but not limited to flashing or moving signs are prohibited unless approved in writing by the Retail Committee in accordance with the Signage Submissions Process.

(5) Target Atrium Sign: The Target Atrium Sign shall be architecturally harmonious with the design of the north wall of the atrium entrance area with such signage integrated into the glass panel materials in this area and illuminated with LED's. The Target Atrium Sign shall only contain the Target Unit Owner's business name and/or logo and may not flash or move.

Garage Retail Signage:

The Retail Unit Owners may permit Occupants of their Units to install, in accordance with Section 14.05(d) of the Declaration, signs on those column faces within the garage that are free of row designations or other wayfinding identifications only on the floor within the Central Parking Structure that is at the same level as the Occupant's level ("Garage Column Retail Signs"). All Garage Column Retail Signs must be made of 22" by 22" fabricated aluminum panels with digital vinyl overlays. Signs shall be installed with silicone and VHB double-faced tape with the top of such panels at a height of 6' 4" above grade. Retail Unit Owners may also permit Occupants of their Units to install signs on the garage shearwalls (the "Garage Shearwall Signs"). All Garage Shearwall Signs must be made of fabricated aluminum panels with digital vinyl overlays. The panels shall not extend horizontally closer than 1' to the edge of any shearwall, the top of such panel shall not be above 6' 4" above grade and the bottom of such panel shall not be below three (3) feet above grade. Signs shall be installed with silicone and VHB double-faced tape. Neither Garage Column Signs nor Garage Shearwall Signs may block or hinder visibility to any wayfinding and row

identification signs. Subject to, and in accordance with, Section 14.05(d) of the Declaration, the applicable Unit Owner will be responsible for repairing any damage caused to any elements of the Parking Unit including, but not limited to wayfinding and row identification signs, resulting from the installation or maintenance of any Garage Column Signs or Garage Shearwall Signs. All other sign types including, but not limited to flashing or moving signs are prohibited unless approved in writing by the Retail Committee in accordance with the Signage Submissions Process. All Garage Column Signs and Garage Shearwall Signs shall contain only the business name and/or trademark, and Permitted Supporting Graphics, of the applicable Unit Owner or its Occupants.

Wayfinding and Directional Signage:

Wayfinding and directional signage has been designed and will be installed by Declarant in various locations throughout the Project (such signage, together with any changes or additions thereto by the Retail Committee from time to time (the "Wayfinding and Directional Signage"). The wayfinding and directional signage will be substantially in the form and locations shown on Exhibit N-2. The Retail Committee shall maintain the Wayfinding and Directional Signage in good repair and shall be permitted to replace or to make such alterations or additions thereto as reasonable required or deemed necessary from time-to time, in each case the cost thereof to be a Retail Common Expense. With respect to Occupant designations on certain vehicular wayfinding signs that refer to parking availability and exits from the ingress ramps as shown in Exhibit N-2, no more than two Occupants may be displayed for any particular level. The West Retail Owner shall choose the Occupants to be displayed for Levels A, C and E; the East Retail Unit Owner for Levels B and D; and the Target Unit Owner for Level F.

Signage Submissions, Installations, Maintenance and Removal Processes:

(1) Occupants shall submit to the Owner of the Retail Unit in which it occupies space two (2) sets of scale drawings and layouts meeting the criteria set forth in this paragraph (the "Signage Package") for any signage it wishes to install that is subject to the Signage Standards prior to the installation of any such signage. Such drawings shall (i) be dimensioned construction drawings at a minimum of ½" =1' 0" scale; (ii) specify the sign material, weight, color, configuration, electrical requirements, type of illumination and method of attachment to the sign grids or at other locations; and (iii) show elevations, sections and pertinent details of construction. Graphic layouts are required for all signs that contain any elements other than an Occupant's name or logo. Layout drawings shall show full color scale elevations of the graphic in location and specify the type of vinyl and printing methods. The applicable Retail Unit Owner shall submit the Signage Package to the Managing Agent, together with a certificate certifying either that (i) the sign(s) that is the subject of the Signage Package is in conformance with the Signage Standards or (ii) the sign(s) is not in conformance with the Signage Standards, indicating in what respects the sign(s) does not meet the Signage Standards and requesting that the Managing Agent approve a variance. Within thirty (30) days after the Managing Agent receives a complete Signage Package it shall notify the Retail Unit Owner who submitted

the Signage Package that (i) it does not agree that the Signage Package is in conformance with the Signage Standards or (ii) it does not approve the requested variance. If the Managing Agent does not respond within such thirty (30) day period, the Managing Agent shall be deemed to have given its approval provided the notice submitting the Signage Policy contains the following capitalized and boldfaced language: **"THIS NOTICE CONTAINS A REQUEST FOR AN APPROVAL OR DETERMINATION PURSUANT TO THE SIGNAGE STANDARDS. IF YOU DO NOT RESPOND WITHIN THIRTY (30) DAYS YOU WILL BE DEEMED TO HAVE APPROVED THE REQUEST AND/OR DETERMINATION CONTAINED HEREIN."** Notwithstanding the foregoing or anything herein or in the Declaration to the contrary, any deemed approval by the Managing Agent does not apply to any flashing or moving signs or any signage that is not in compliance with all Legal Requirements.

(2) If the sign(s) that is the subject of any Signage Package submitted to the Managing Agent is in conformance with the Signage Standards, the Retail Unit Owner who submitted the Signage Package or its Occupant may install the sign(s) that is the subject of the Signage Package upon not less than three (3) Business Days' prior notice to the Managing Agent of the intent to install such sign(s) whether or not the thirty (30) day period for Managing Agent to review referenced in paragraph (1) above has lapsed. Each Retail Unit Owner or its Occupant shall install such sign(s) in a good and workerlike manner, in accordance with the requirements of these Signage Standards and in compliance with all Legal Requirements.

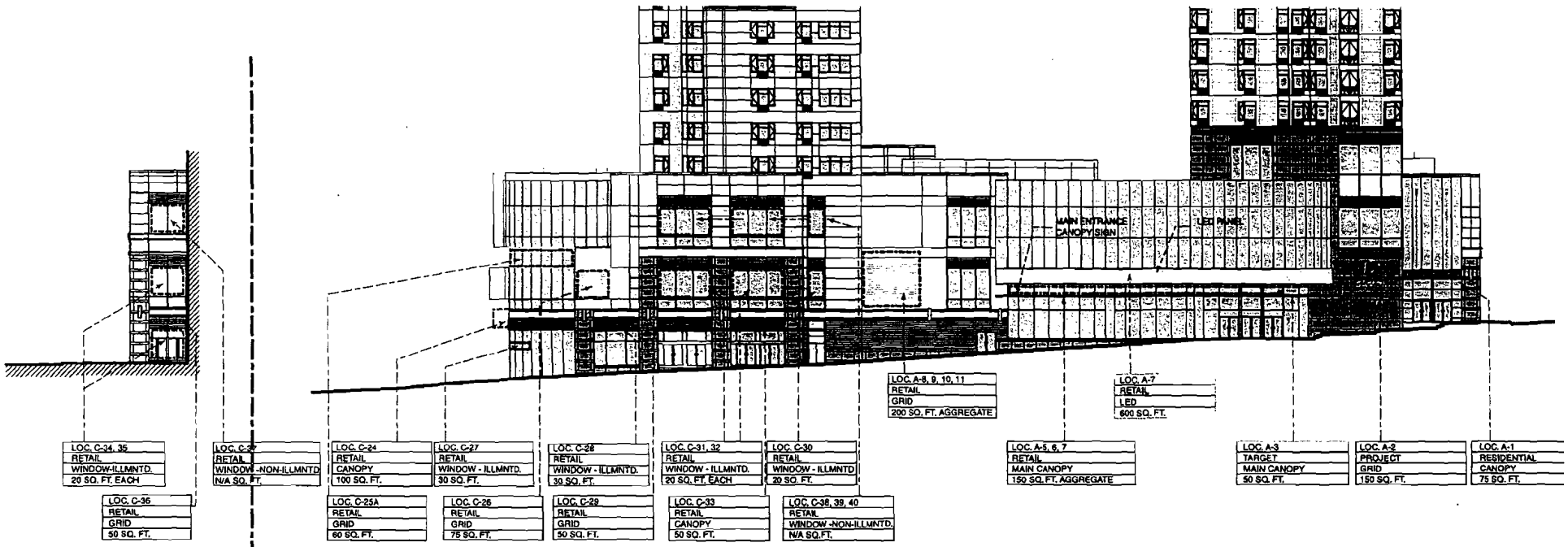
(3) Each Retail Unit Owner shall, at its sole cost and expense, maintain or cause to be maintained all signs installed by it or any of its Occupants in good repair and appearance, in compliance with all Legal Requirements and without causing damage to the General Common Elements or Retail Common Elements. Maintenance and repair work shall be performed at a time and in a manner that minimizes interference with the Operation of the Project or the operations of any other Occupant. Any damaged sign or non-functioning illumination or damage caused to the General Common Elements or Retail Common Elements shall be repaired within thirty (30) days following notice from the Managing Agent to the applicable Retail Unit Owner which notice shall specify the nature of the required repair. If the Retail Unit Owner fails to repair or cause to be repaired any damaged or non-functioning sign or damage to the General Common Elements or Retail Common Elements, as applicable, within the aforesaid thirty (30)-day period, the Board may perform the repair work and the Retail Unit Owner of the applicable Retail Unit shall be liable for the expenses reasonably incurred in connection with such work, together with interest at the Interest Rate to the date of payment, and the Board shall collect such expenses from the Retail Unit Owner as a Unit Expense provided that if the repair work cannot by its nature be completed within such thirty (30) day period, the Board shall delay the exercise of its right of self help provided that the Retail Unit Owner or its Occupant shall have commenced such work within such thirty (30) day period and shall thereafter prosecute the completion of such work with due diligence.

(4) Each Retail Unit Owner shall remove (i) the sign(s) of its Occupants upon the expiration (or sooner termination) of the lease with the applicable Occupant or (ii) its own sign(s), if applicable, upon the transfer or sale of its Unit, (iii) the sign(s) of an Occupant or its own

sign(s) as required in connection with any Legal Requirements or (iv) any sign(s) not in compliance with these Signage Standards or with any variances that may have been granted thereto pursuant to this Exhibit N (each a "Removal Event"). If the Retail Unit Owner fails to so remove the sign or it or any of its Occupants shall cause any damage to the General Common Elements or Retail Common Elements in connection with the removal of any sign, the Retail Unit Owner shall, within thirty (30) days after notice from the Managing Agent, remove the sign(s) if a Removal Event has occurred or repair the damaged portion of the General Common Elements or Retail Common Elements to the condition existing prior to such damage, as applicable. If the Retail Unit Owner fails to remove the sign if a Removal Event has occurred or repair the damage, as applicable, within the aforesaid thirty (30)-day period, the Board may remove the sign only if a Removal Event has occurred or repair the damage, as applicable, and the Unit Owner of the applicable Retail Unit shall be liable for the expenses reasonably incurred in connection with such removal or repair, as applicable, together with interest at the Interest Rate to the date of payment, and the Board shall collect such expenses from the Unit Owner as a Unit Expense.

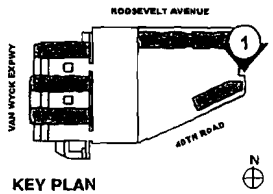
EXHIBIT N-1

Exterior Sign Elevations

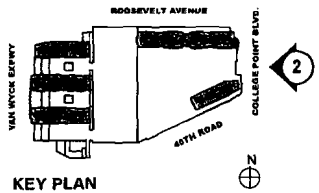


1 **EAST ELEVATION**
SCALE: 1/32" = 1'- 0"

2 **EAST ELEVATION - COLLEGE POINT BOULEVARD**
SCALE: 1/32" = 1'- 0"



KEY PLAN



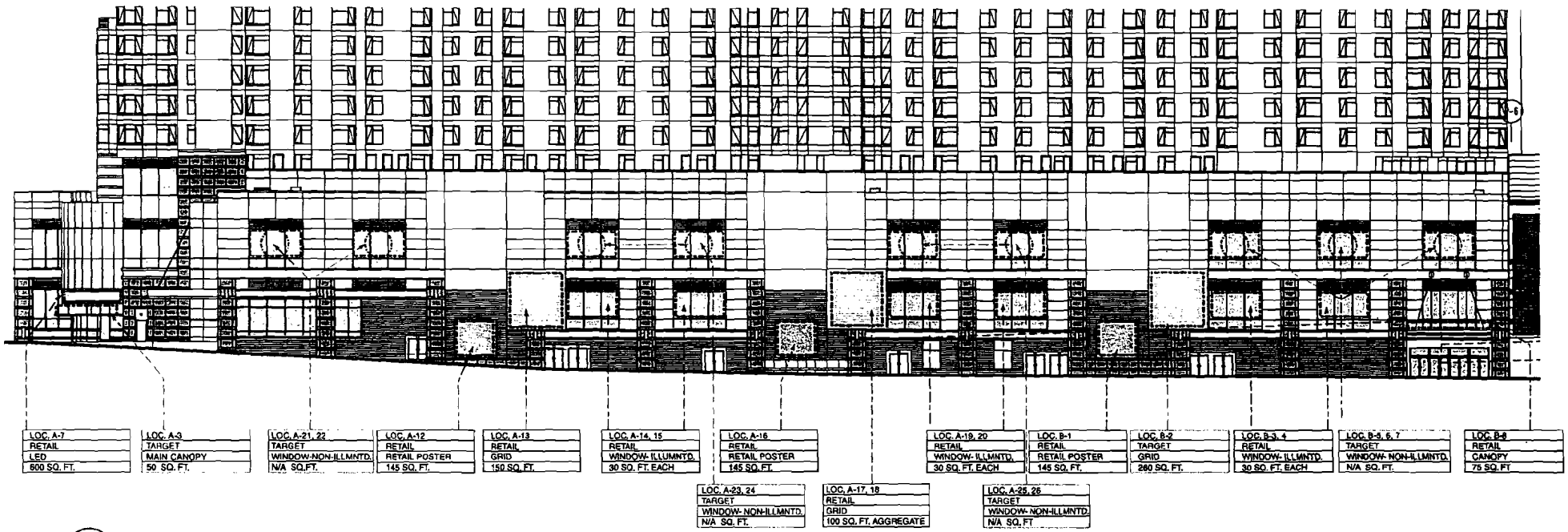
KEY PLAN

lebowitz gould design

150 west 30th street
suite 1202
new york ny 10001
t: 212.695.5700
f: 212.695.1699

SKY VIEW CENTER
TENANT SIGN LOCATIONS
April 29, 2009

EXHIBIT N-1



1 NORTH ELEVATION - ROOSEVELT AVENUE
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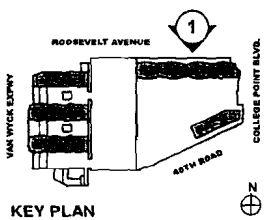

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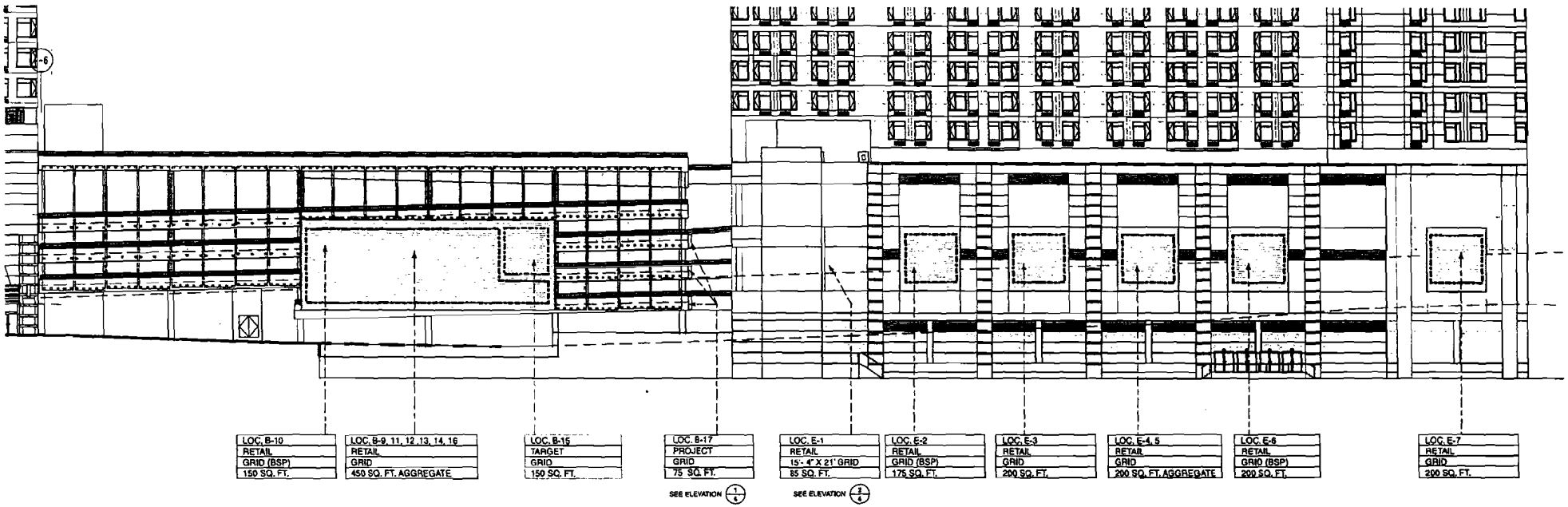
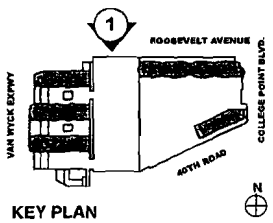
new york ny 10001
t: 212.695.5700
f: 212.695.1699

SKY VIEW CENTER
TENANT SIGN LOCATIONS
April 29, 2009



1 NORTH ELEVATION - ROOSEVELT AVENUE
SCALE: 1/32" = 1'- 0"



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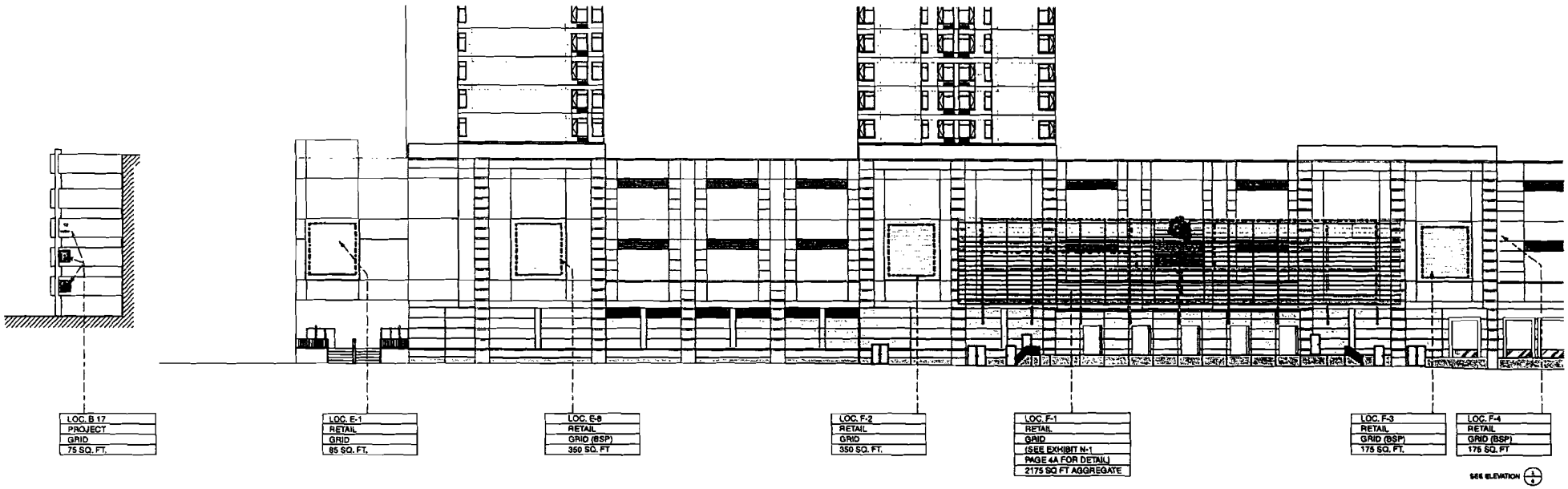
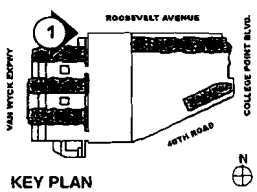


1 WEST ELEVATION AT SET BACK

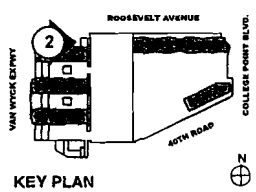
2 WEST ELEVATION AT SET BACK

3 WEST ELEVATION - VAN WYCK

SCALE: 1/32" = 1'- 0"



KEY PLAN



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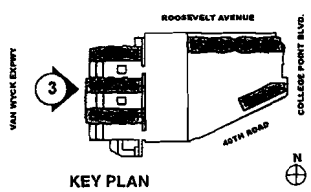
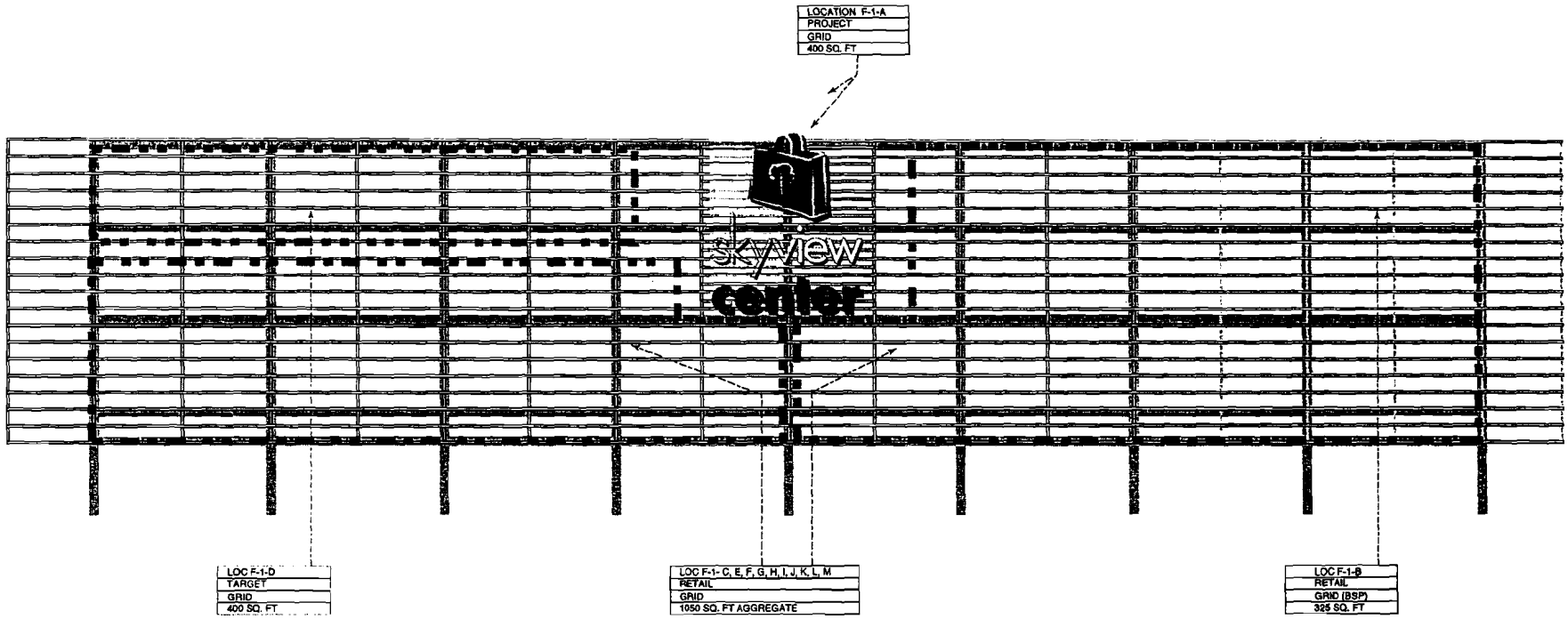


KEY PLAN

lebowitz gould design

150 west 30th street
suite 1202
new york ny 10001
t: 212.695.5700
f: 212.695.1699

SKY VIEW CENTER
TENANT SIGN LOCATIONS
April 29, 2009



1 **WEST ELEVATION - VAN WYCK**
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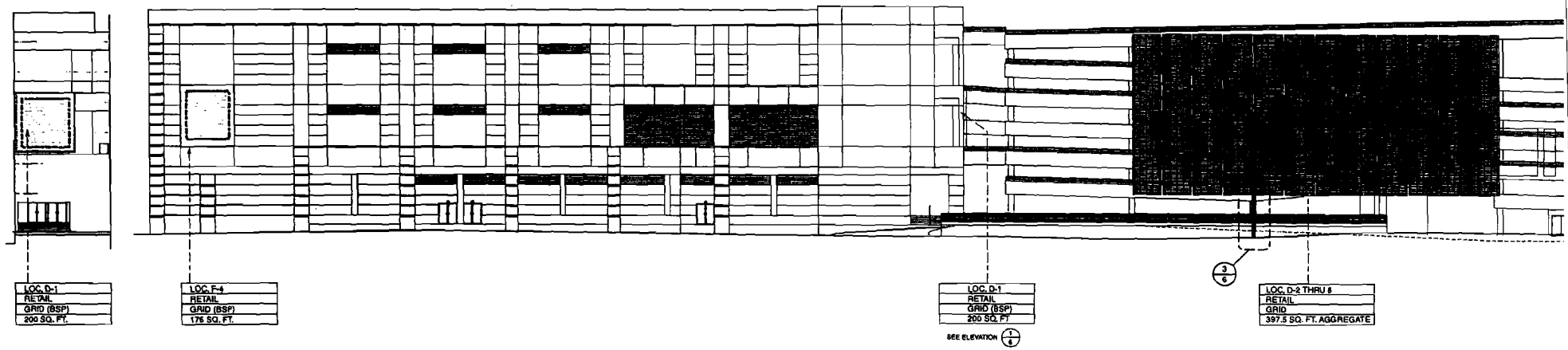

1 **EAST ELEVATION - WEST BUILDING**
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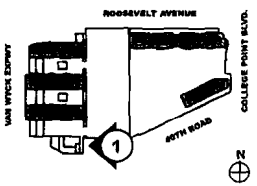
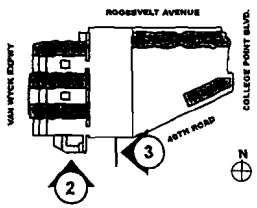
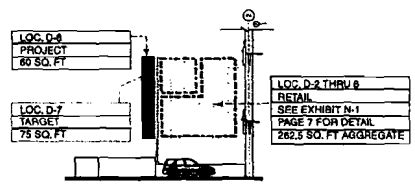
2 **SOUTH ELEVATION - 40TH ROAD**
SCALE: 1/32" = 1'- 0"



KEY PLAN



KEY PLAN



3 **40TH ROAD GARAGE ENTRANCE SIGN GRID**
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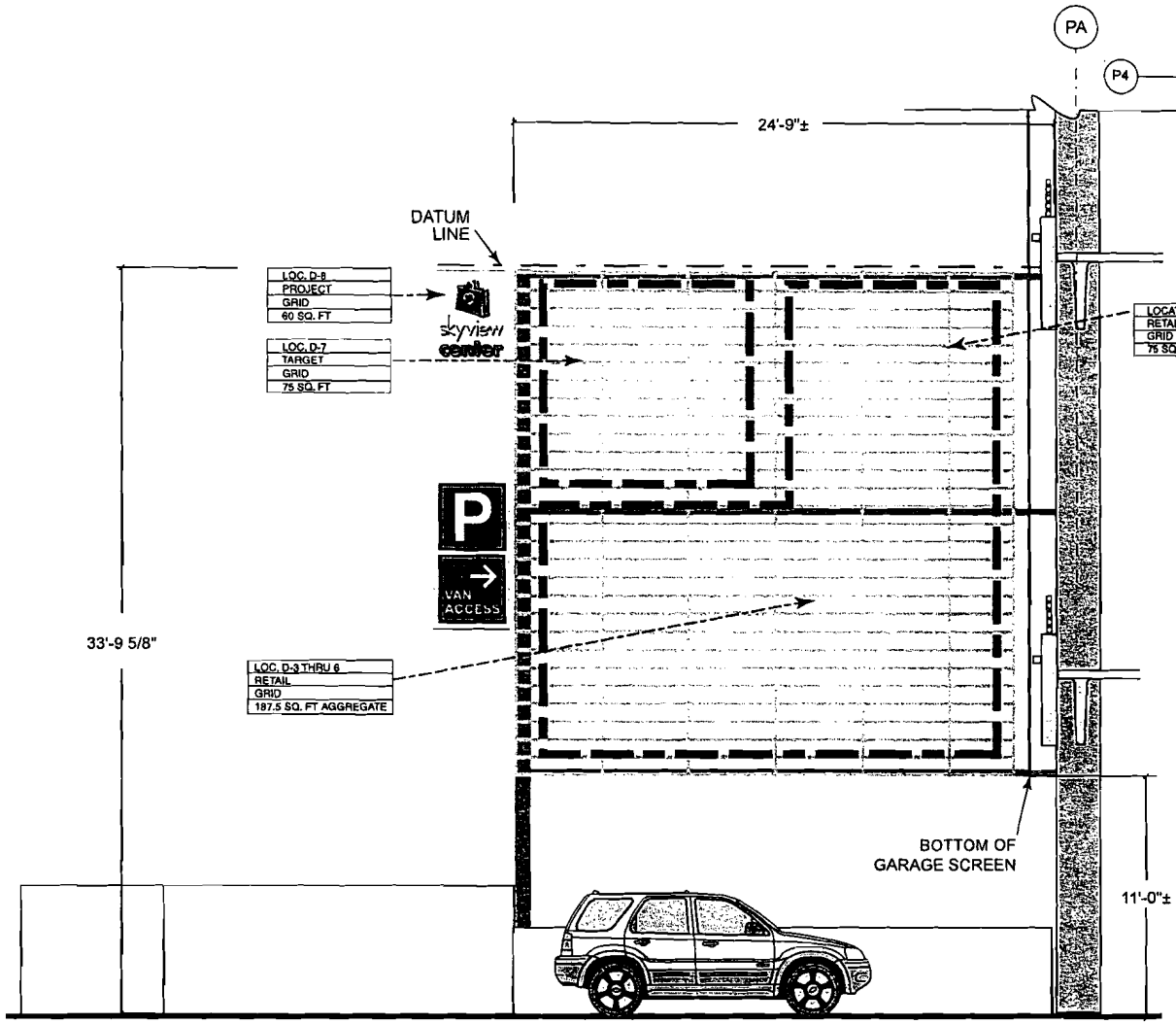

1 **40th ROAD GARAGE GRID**
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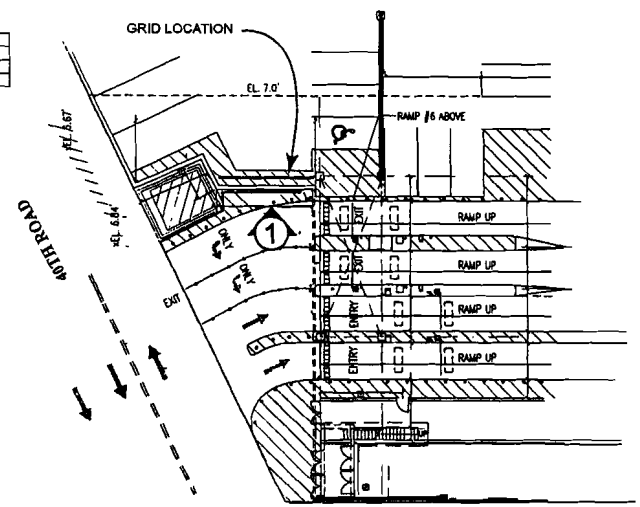
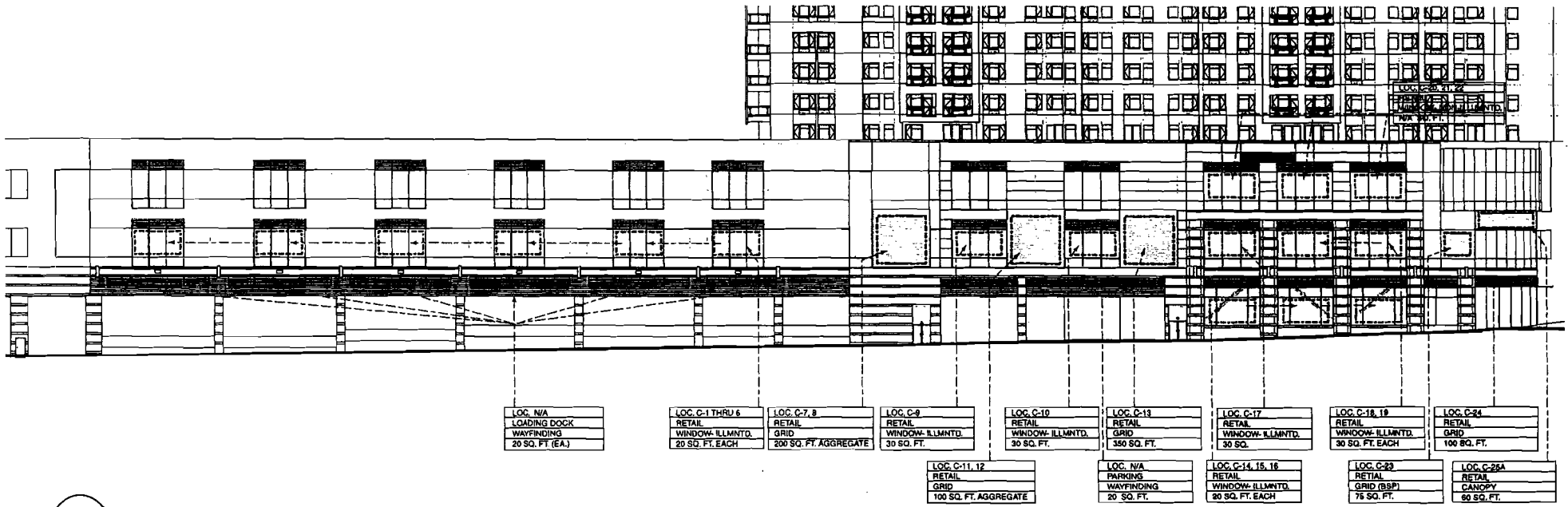


2 **PLAN LOCATION**
SCALE: 1/32" = 1'-0"

lebowitz gould design
150 west 30th street
suite 1202
new york ny 10001
t: 212.695.5700
f: 212.695.1699

SKY VIEW CENTER
TENANT SIGN LOCATIONS
April 29, 2009



1 **SOUTH ELEVATION - 40TH ROAD**
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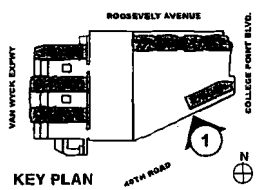
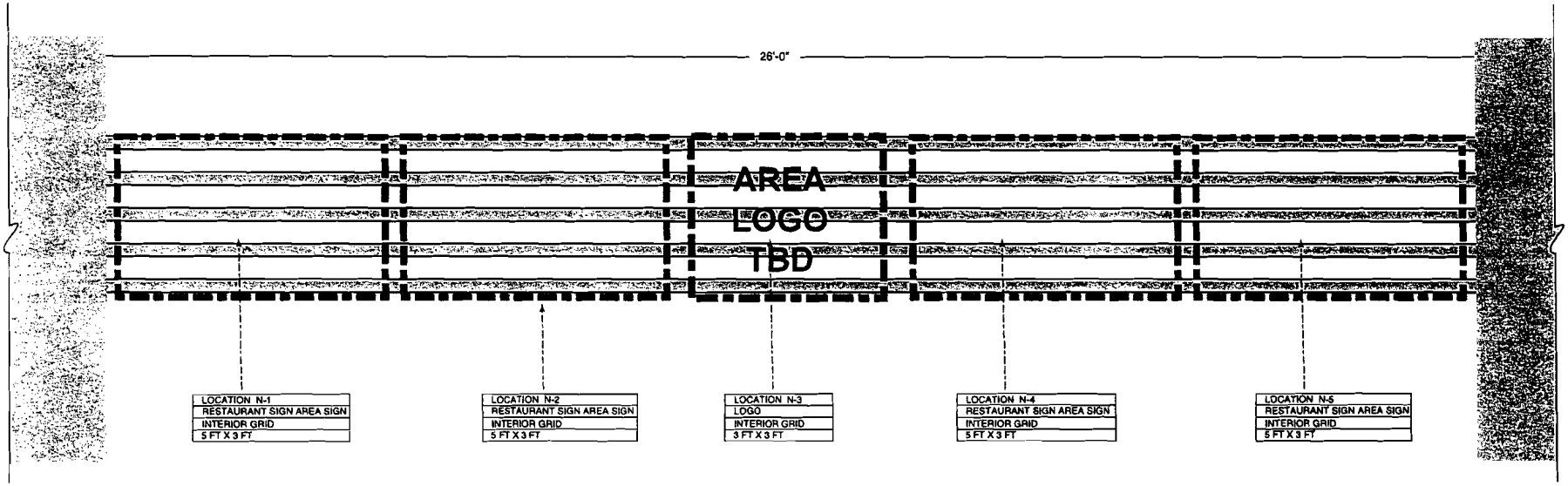


KEY PLAN

lebowitz gould design

150 west 30th street
suite 1202
new york ny 10001
t: 212.695.5700
f: 212.695.1699

SKY VIEW CENTER
TENANT SIGN LOCATIONS
April 29, 2009



1 **RESTAURANT SIGN AREA SIGNS**
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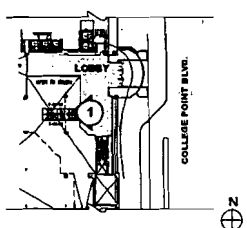

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lebewitz gould design
150 west 30th street
suite 1202
new york ny 10001
t: 212.695.5700
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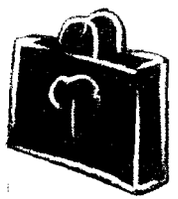
SKY VIEW CENTER
TENANT SIGN LOCATIONS
April 29, 2009

EXHIBIT N-2

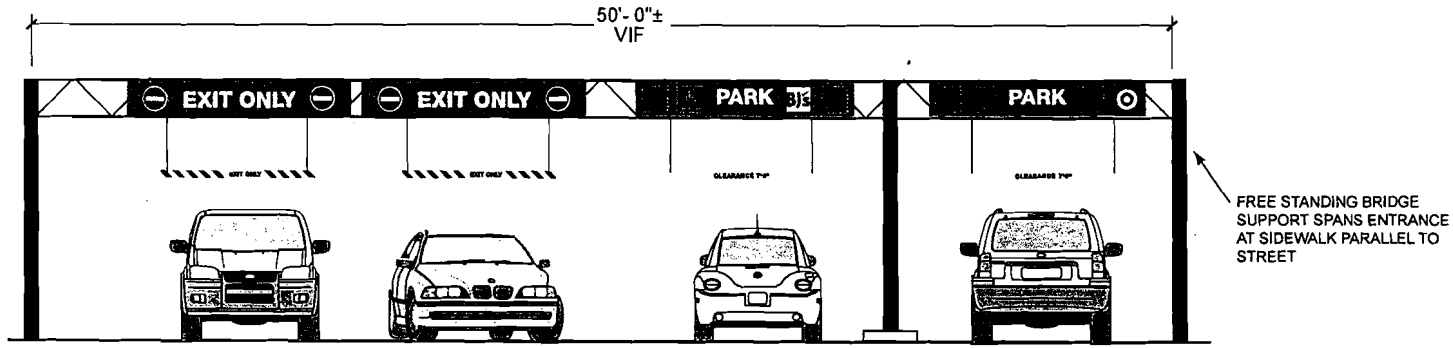
Wayfinding and Directional Signage



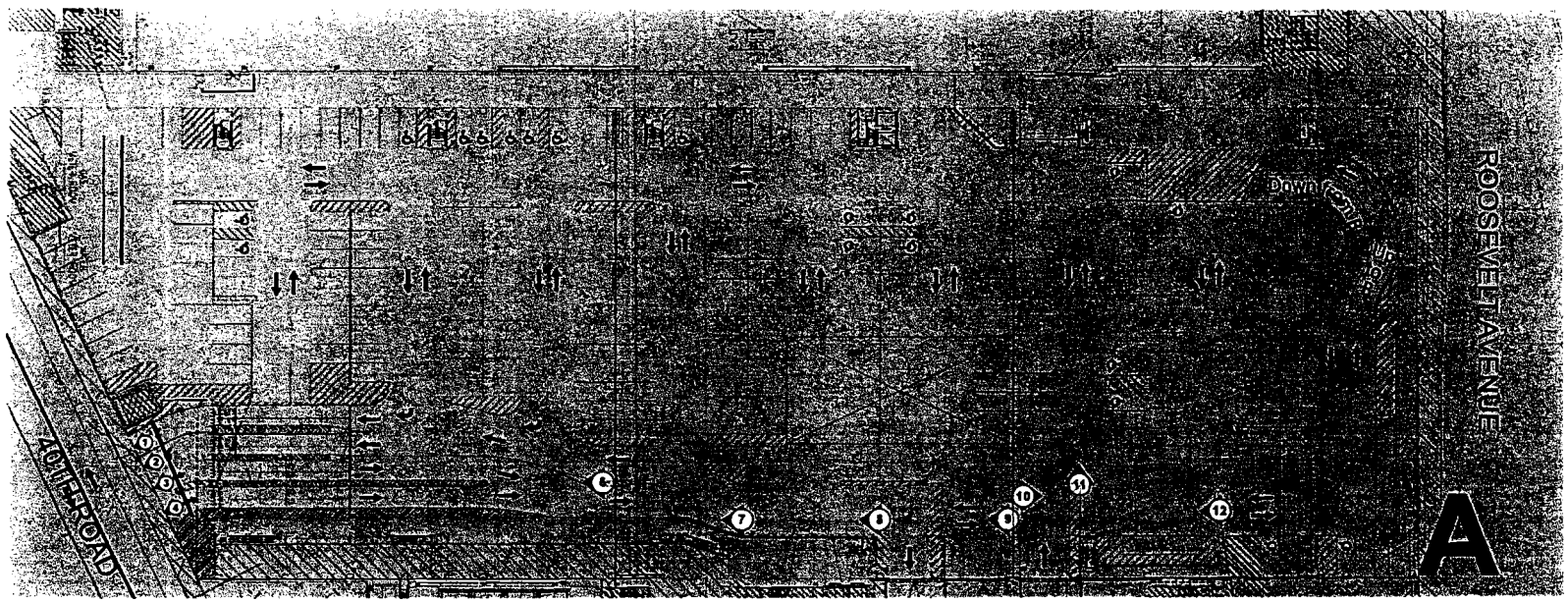
center

GARAGE WAYFINDING-
EXHIBIT N-2

Date: SEPTEMBER 08, 2009



ENTRANCE / EXIT @ 40TH ROAD

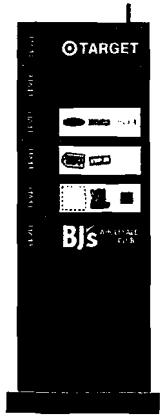


(1) (2)

(3)

(4)

(5) NOT USED



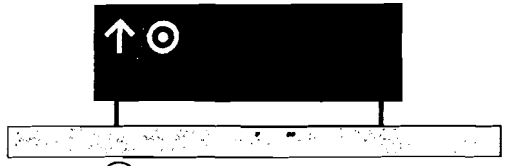
(6)

(7) (9)

(8)

(10)

(11)



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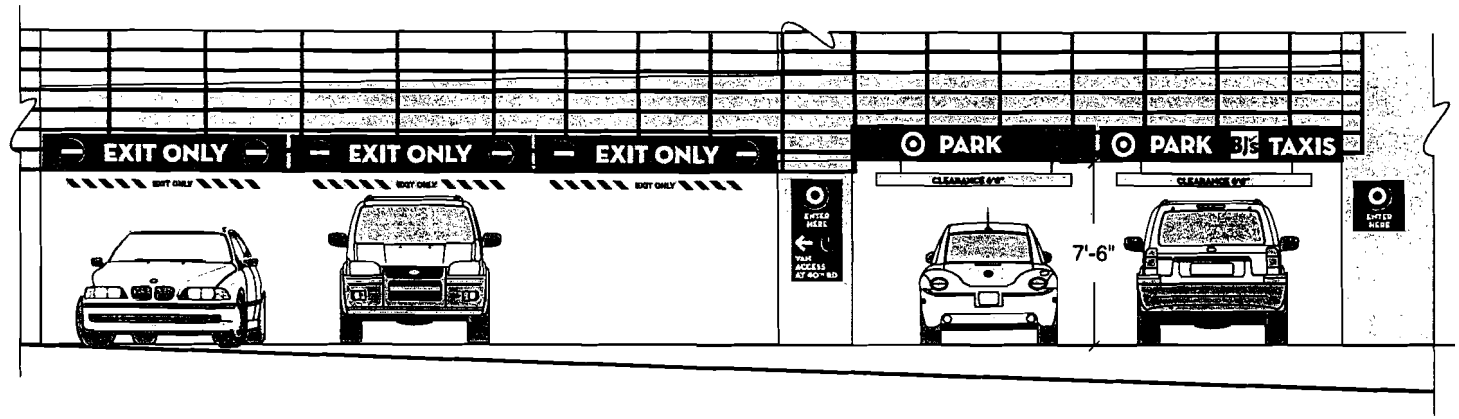
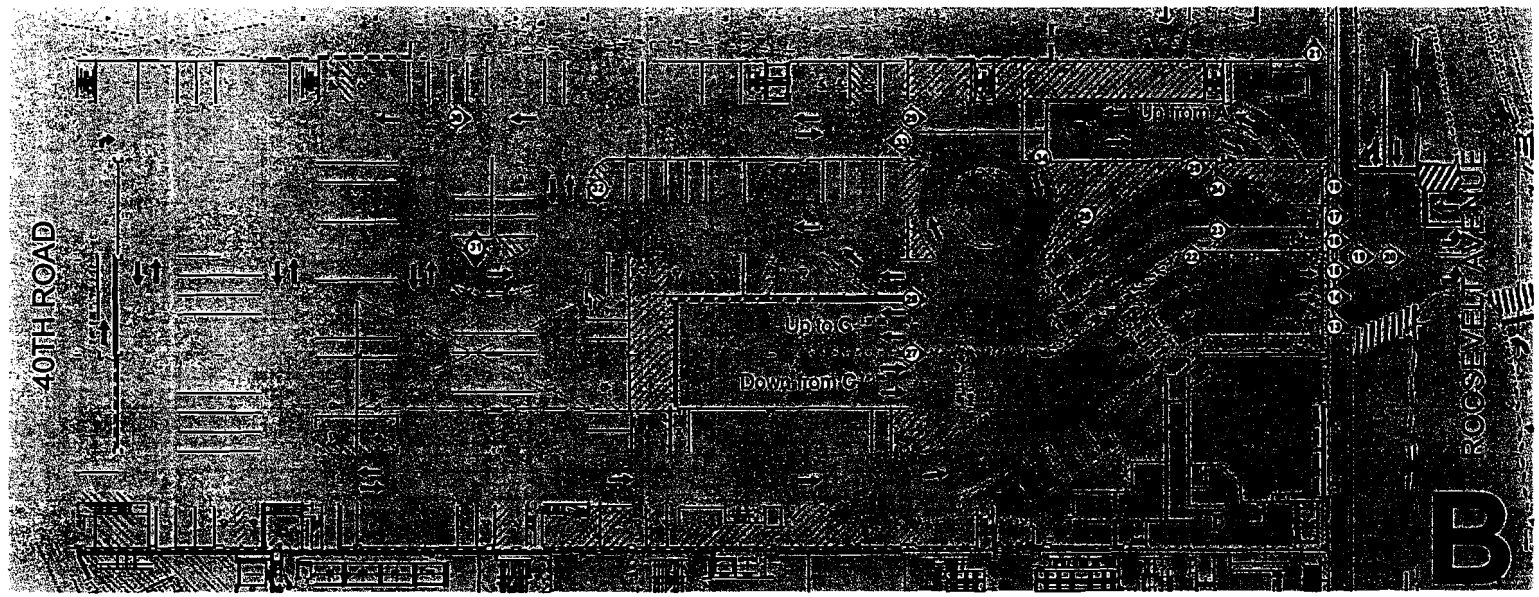
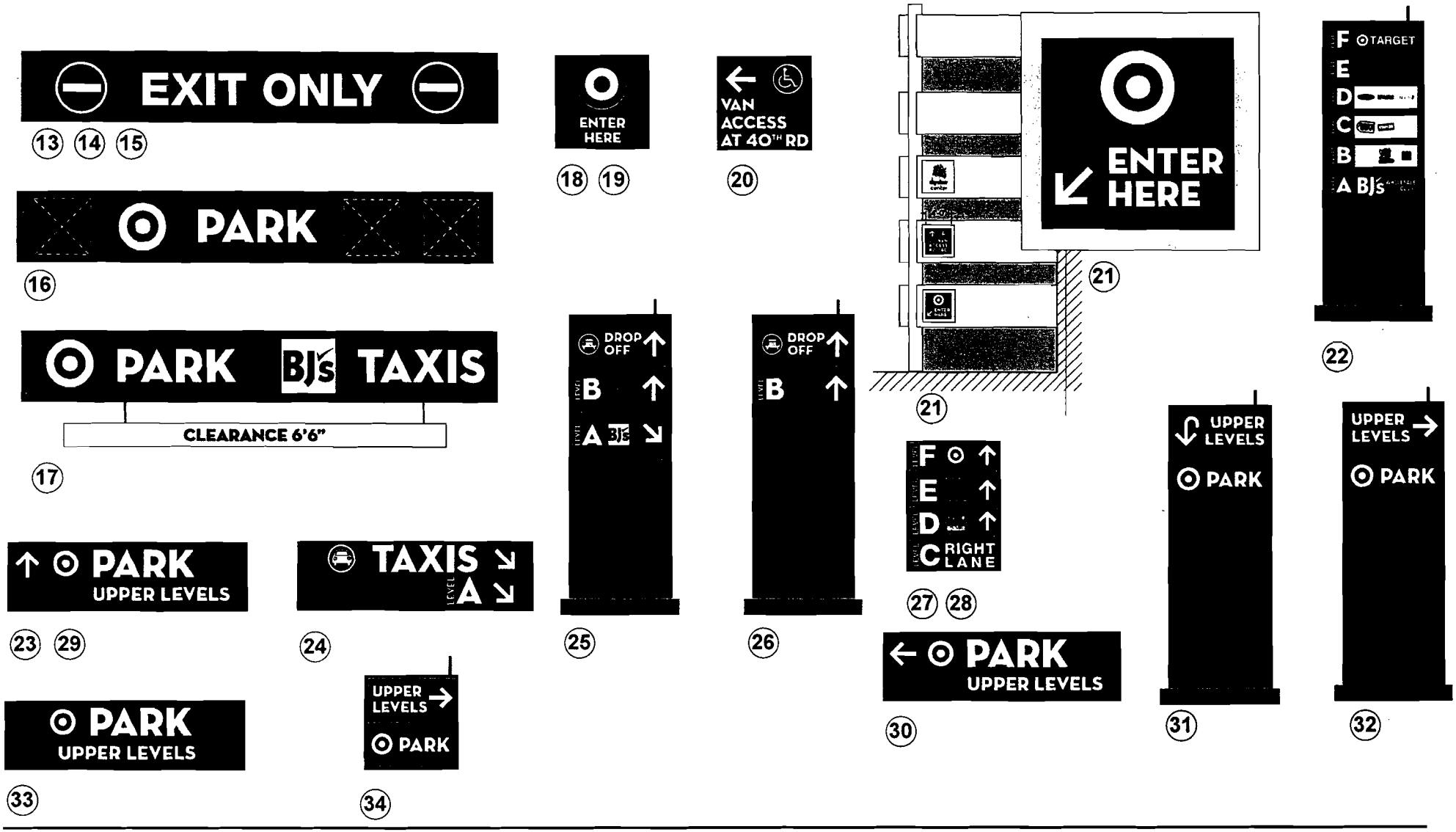
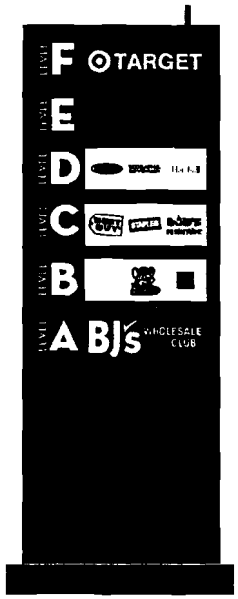


ENTRANCE / EXIT @ ROOSEVELT AVENUE




EXIT ONLY
13 14 15
PARK
16
PARK BJ's TAXIS
CLEARANCE 6'6"
17
ENTER HERE
18 19
VAN ACCESS AT 40TH RD
20
ENTER HERE
21
F TARGET
E
D
C
B
A BJ's
22
DROP OFF
B
A BJ's
25
DROP OFF
B
26
F
E
D
C RIGHT LANE
27 28
PARK UPPER LEVELS
30
UPPER LEVELS
PARK
31
UPPER LEVELS
PARK
32
PARK UPPER LEVELS
23 29
TAXIS LEVEL A
24
PARK UPPER LEVELS
33
UPPER LEVELS
PARK
34



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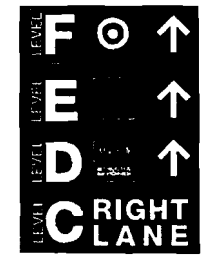
23 29

24



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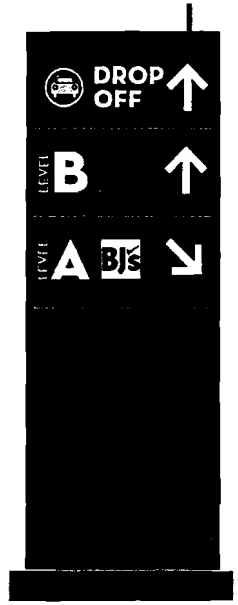

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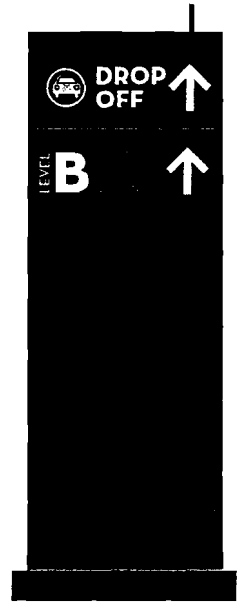

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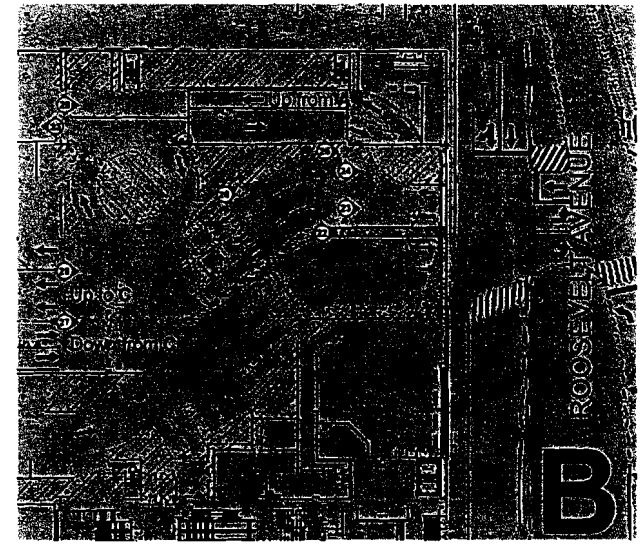


ENTRANCE @ ROOSEVELT AVENUE

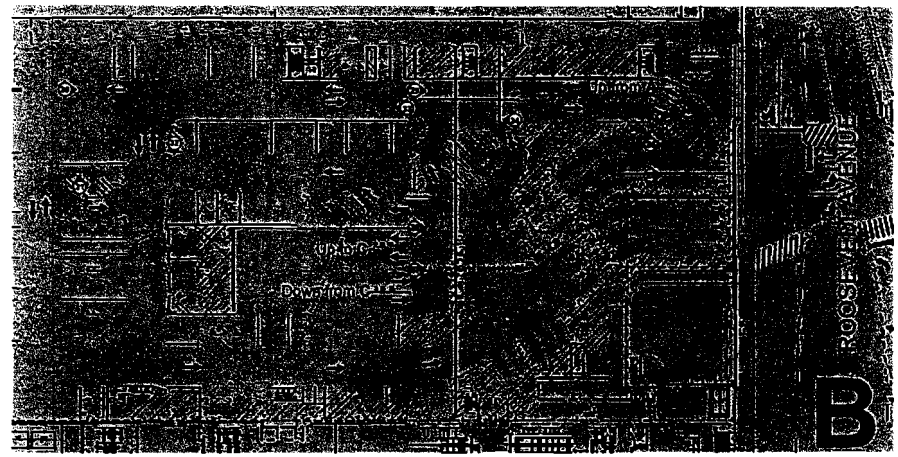
30

33

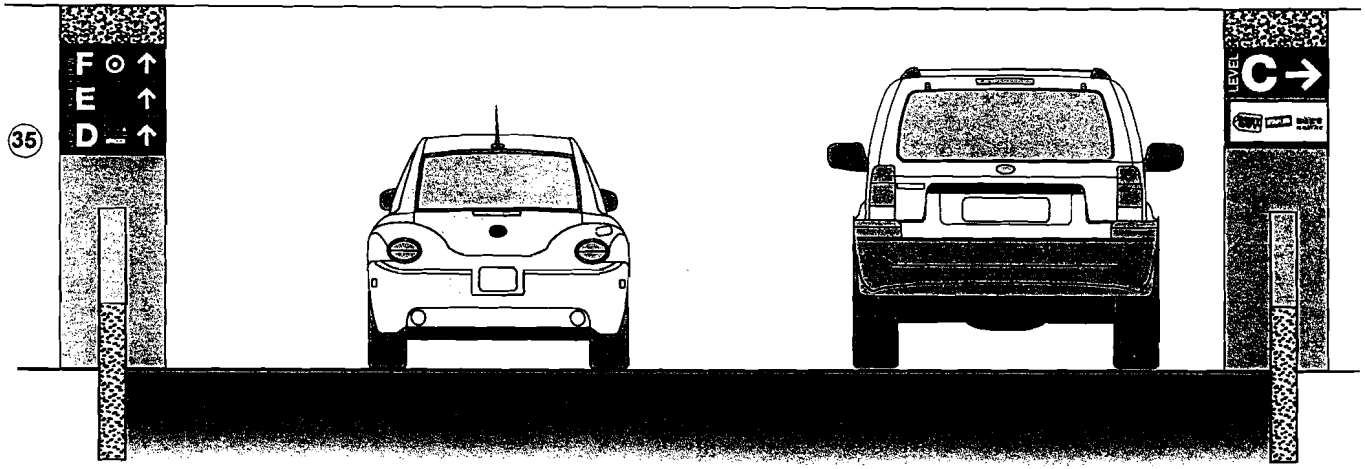
34

31

32

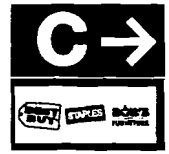


ENTRANCE @ ROOSEVELT AVENUE



TOP OF RAMP AT LEVEL C

35



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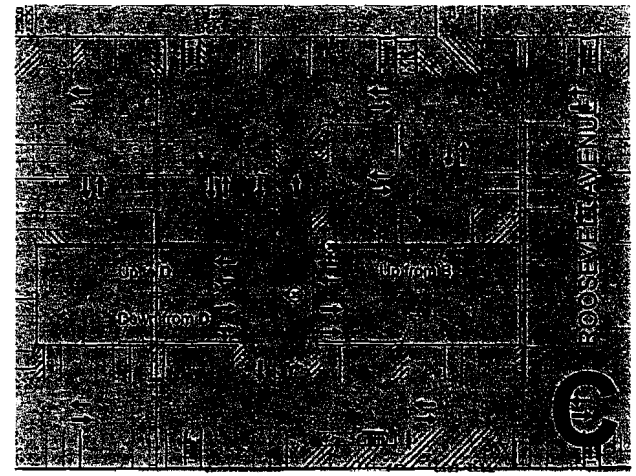
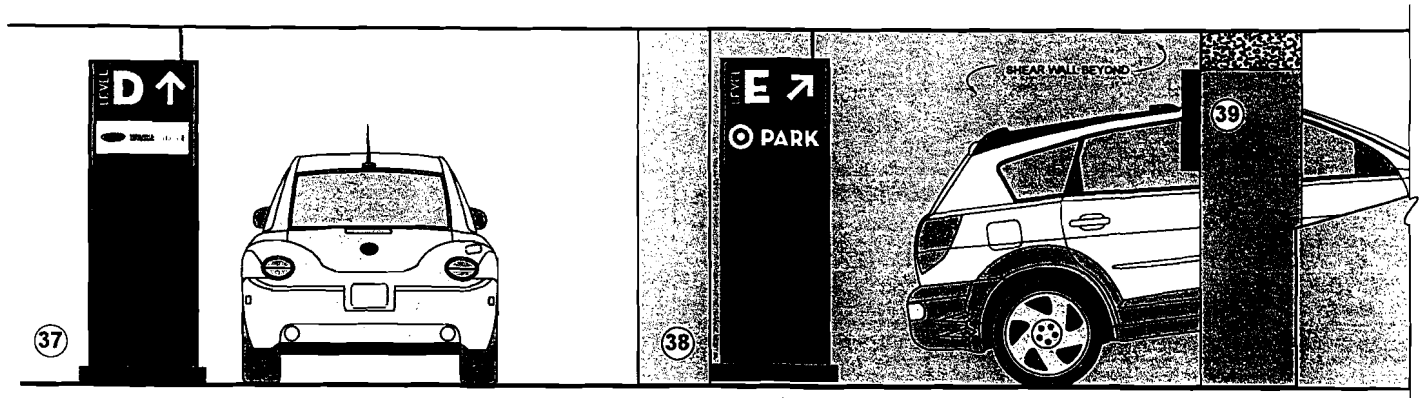
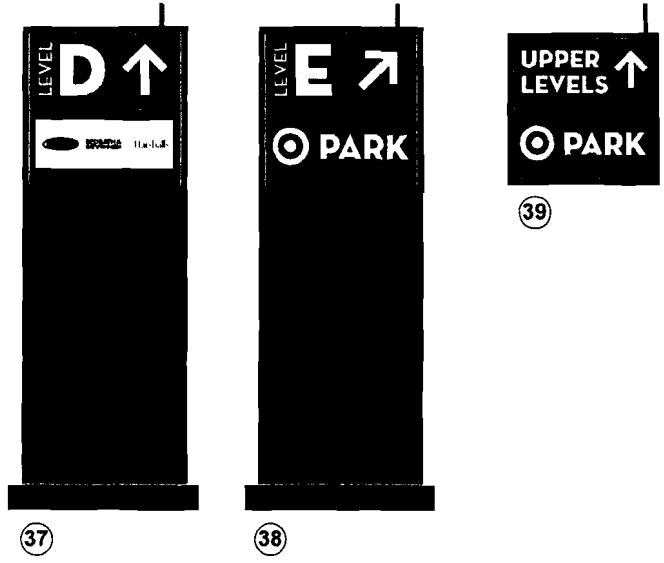
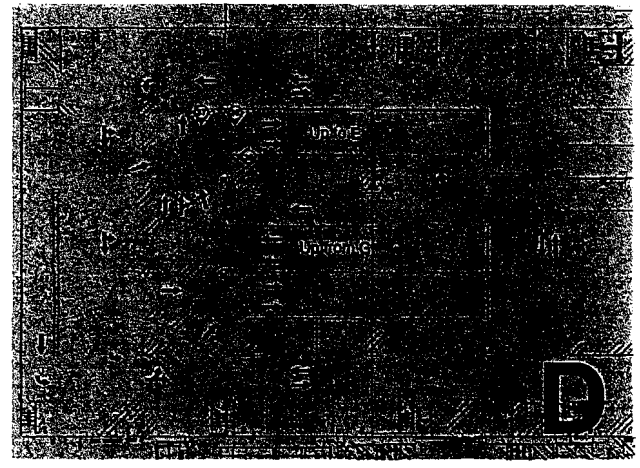
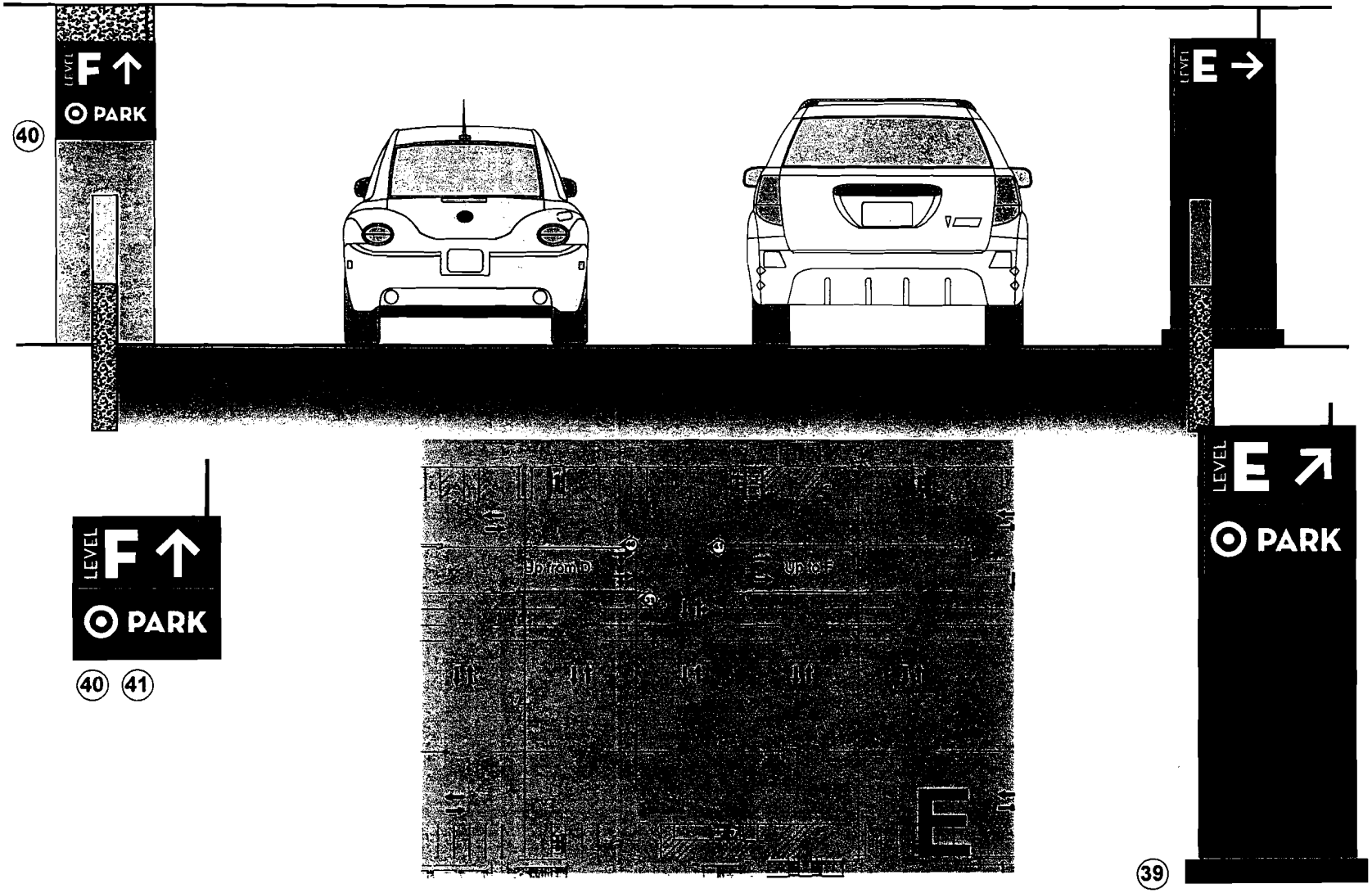



LEVEL D
37
LEVEL E
PARK
38
SHEAR WALL BEYOND
39


LEVEL D
LEVEL E
PARK
37
38

UPPER LEVELS
PARK
39


D



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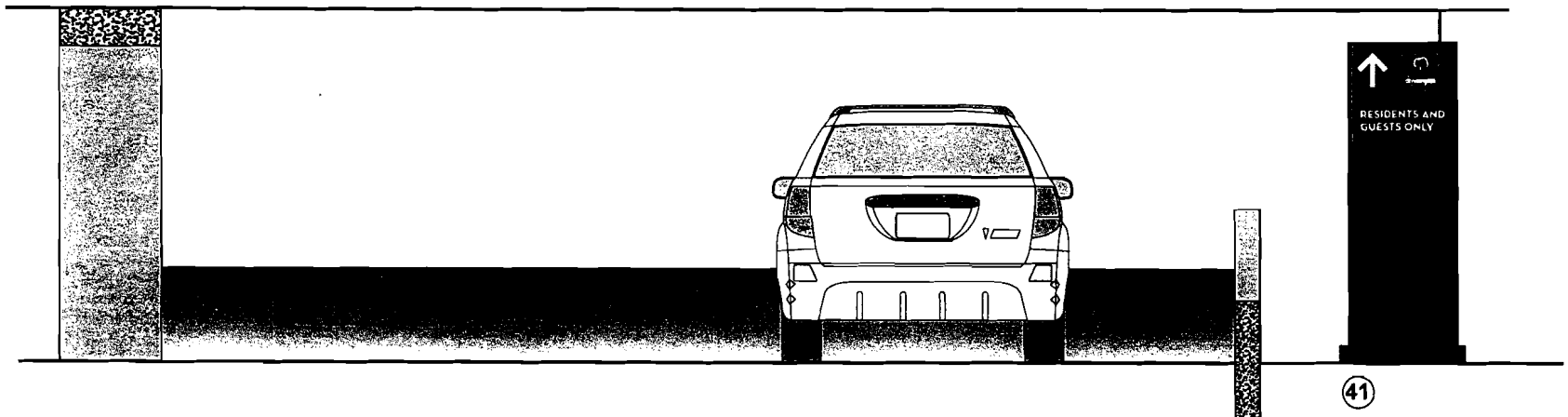
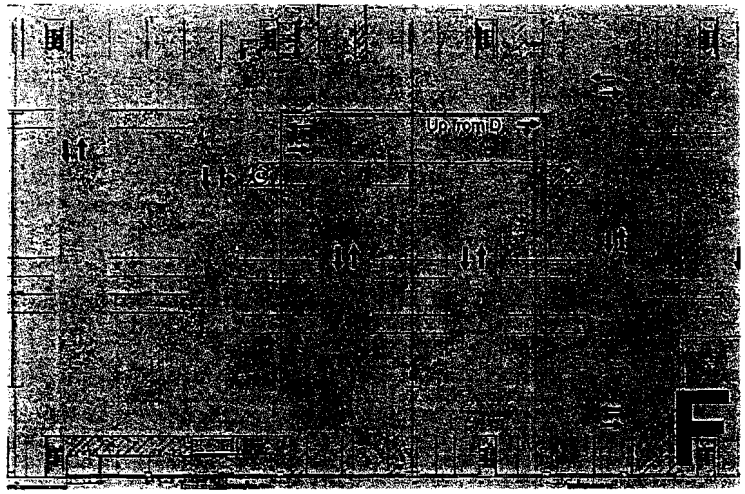
SKY VIEW CENTER
GARAGE WAYFINDING
September 08, 2009

ENTRY PATH
EXHIBIT N-2





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SKY VIEW CENTER
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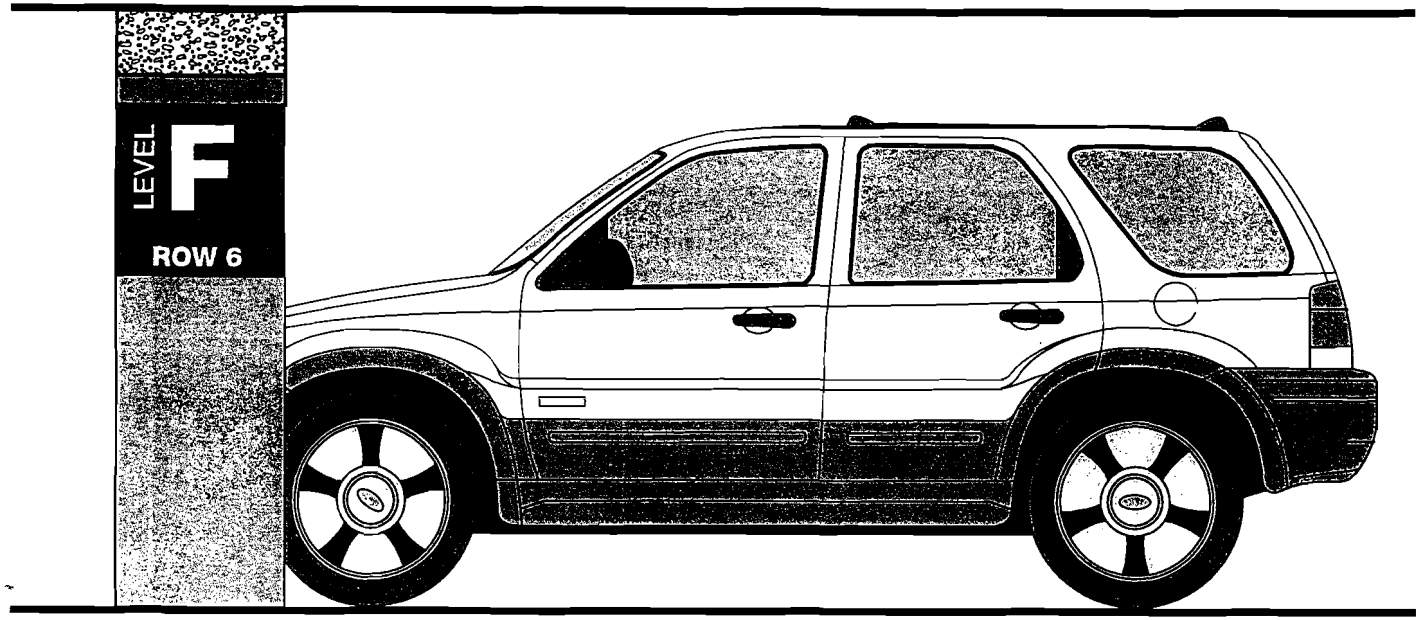
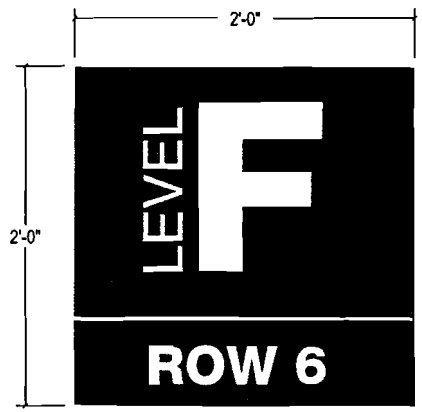
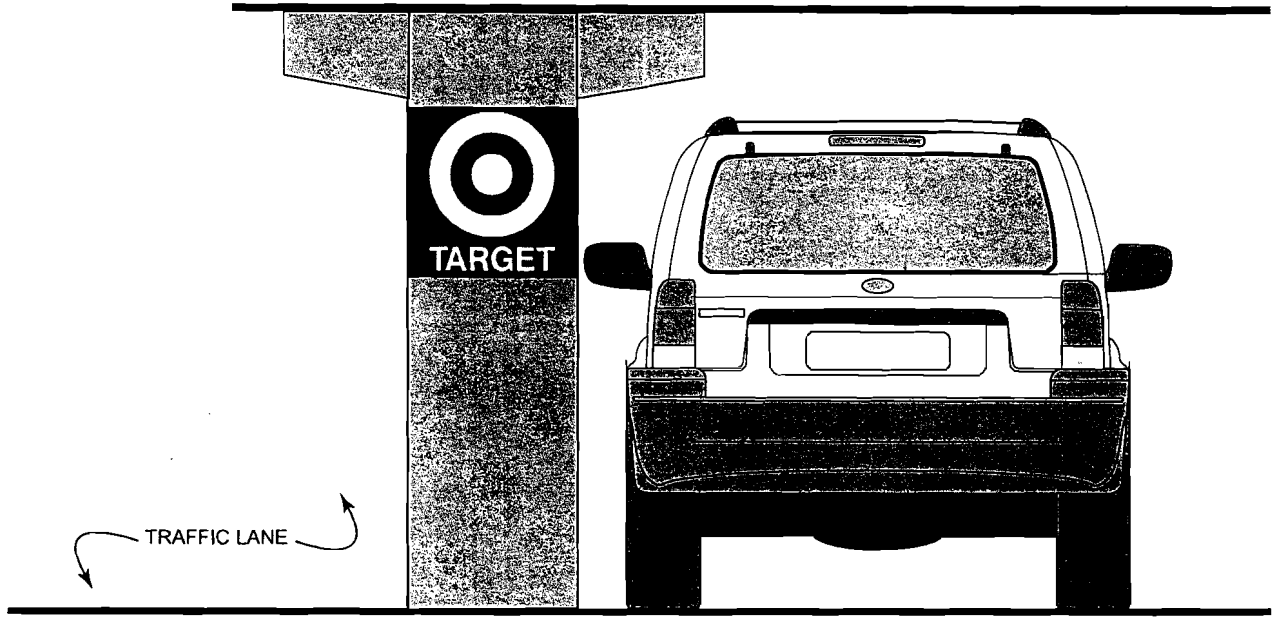
September 08, 2009

ENTRY PATH
EXHIBIT N-2

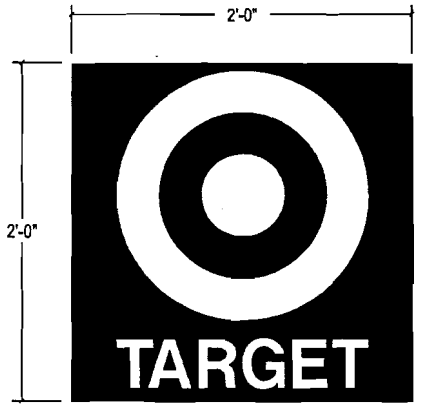


TYPICAL LEVEL AND ROW IDENTIFICATION



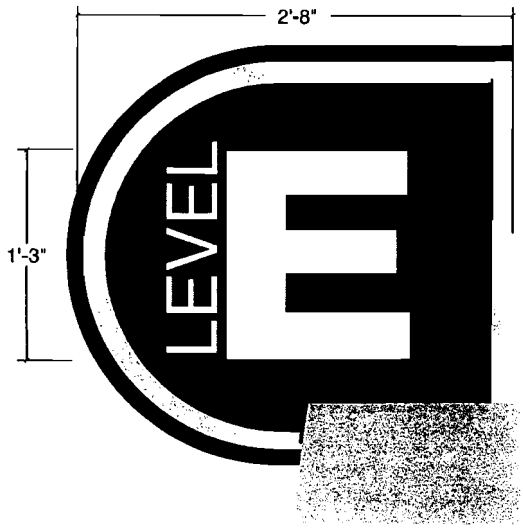


TENANT ADVERTISING PANEL



PERSPECTIVE

EAST BUILDING ESCALATORS



LEVEL IDENTIFICATION--SILKSCREENED VINYL FIELD

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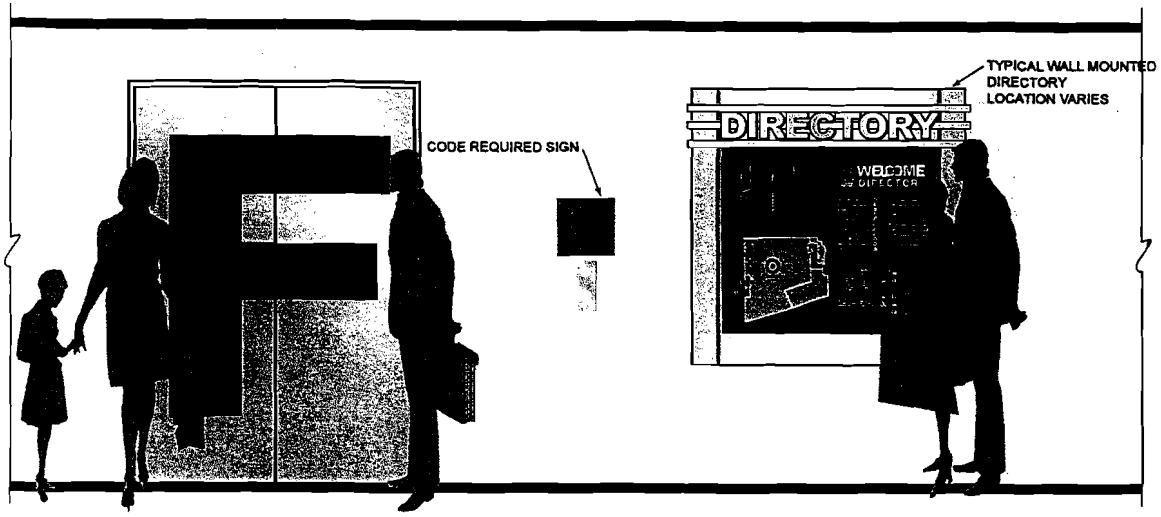
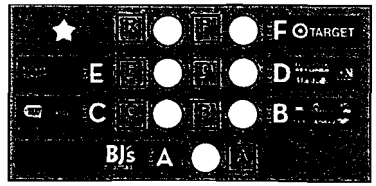
SKY VIEW CENTER
GARAGE WAYFINDING
September 08, 2009

ORIENTATION
EXHIBIT N-2

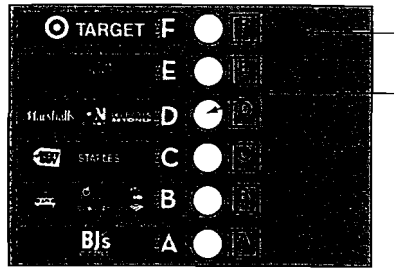


EAST BUILDING ELEVATORS

WEST BUILDING ELEVATORS



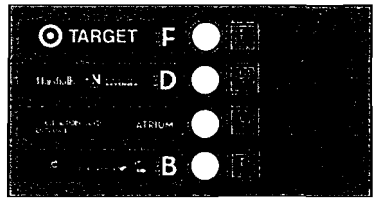
AT T-1 T-2
2 CABS
APPROX. 1'-5"w x 9"h



TYPICAL ADA SELF ADHESIVE TAGS - SILVER FINISH

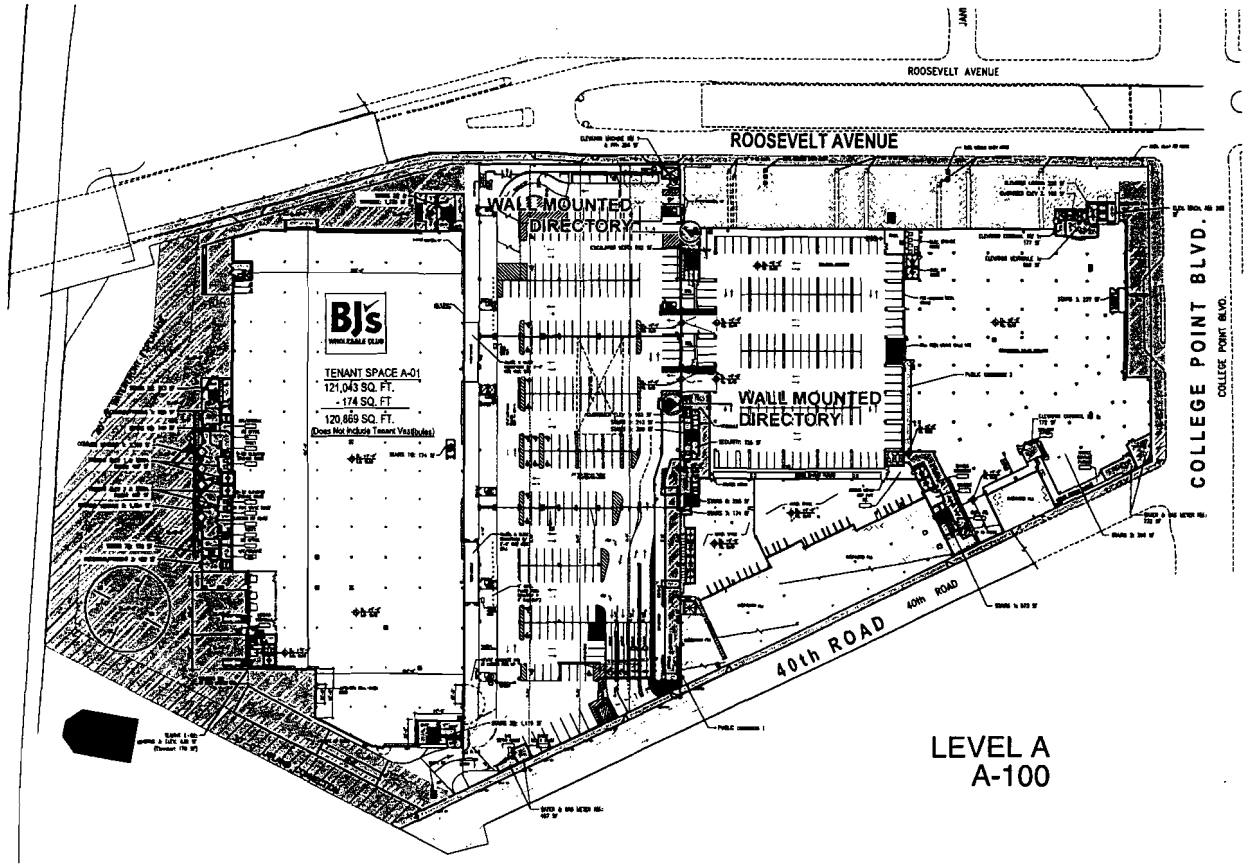
CUT PANEL TO FIT OVER EXISTING CALL BUTTONS

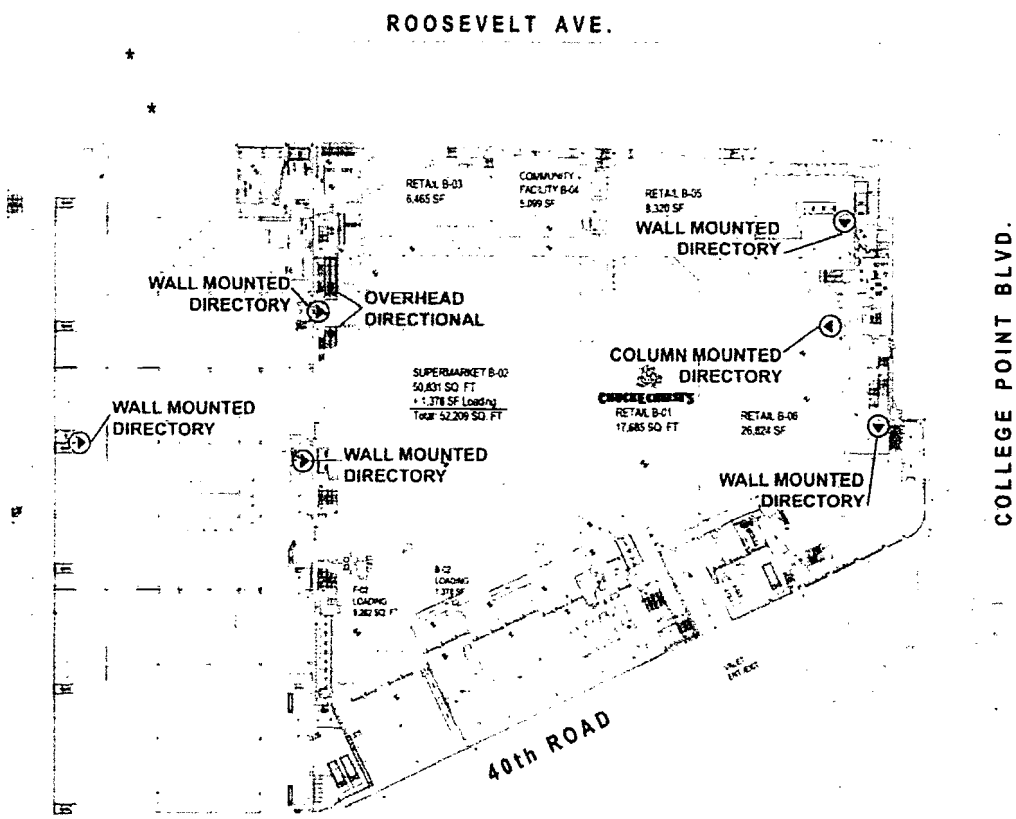
AT T-3 T-4
2 CABS
APPROX. 1'-5"w x 1'-0"h



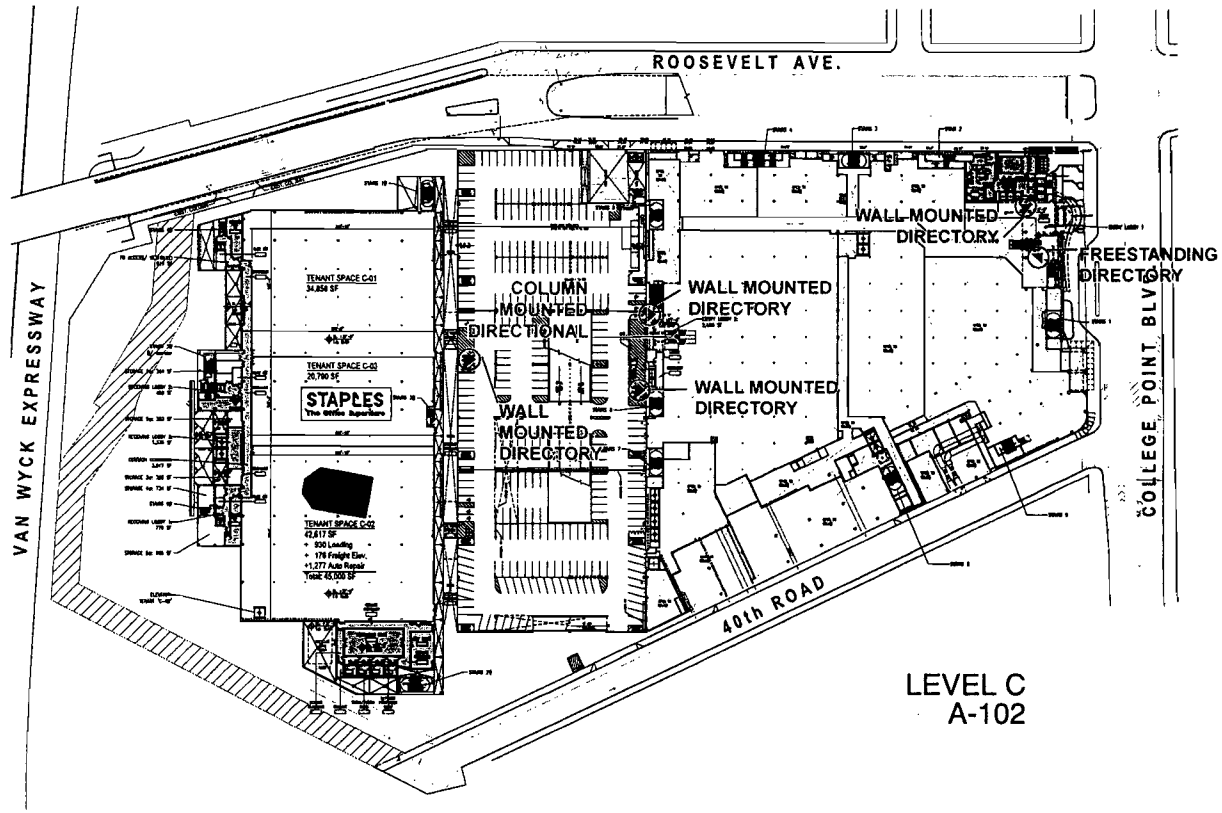
AT EY 1,2,3
3 CABS
APPROX. 1'-5"w x 9"h

CALL BUTTON LAYOUTS


ROOSEVELT AVENUE
ROOSEVELT AVENUE
WALL MOUNTED DIRECTORY
BJ's
TENANT SPACE A-01
121,043 SQ. FT.
- 174 SQ. FT.
120,869 SQ. FT.
WALL MOUNTED DIRECTORY
COLLEGE POINT BLVD.
40th ROAD
LEVEL A
A-100


ROOSEVELT AVE.
COLLEGE POINT BLVD.
40th ROAD
WALL MOUNTED DIRECTORY
OVERHEAD DIRECTIONAL
WALL MOUNTED DIRECTORY
WALL MOUNTED DIRECTORY
COLUMN MOUNTED DIRECTORY
WALL MOUNTED DIRECTORY
WALL MOUNTED DIRECTORY
RETAIL B-03
6,465 SF
COMMUNITY FACILITY B-04
5,099 SF
RETAIL B-05
8,320 SF
SUPERMARKET B-02
50,831 SQ. FT.
+ 1,378 SF Loading
Total 52,209 SQ. FT.
RETAIL B-01
17,685 SQ. FT.
RETAIL B-06
26,824 SF

LEVEL B
A-101



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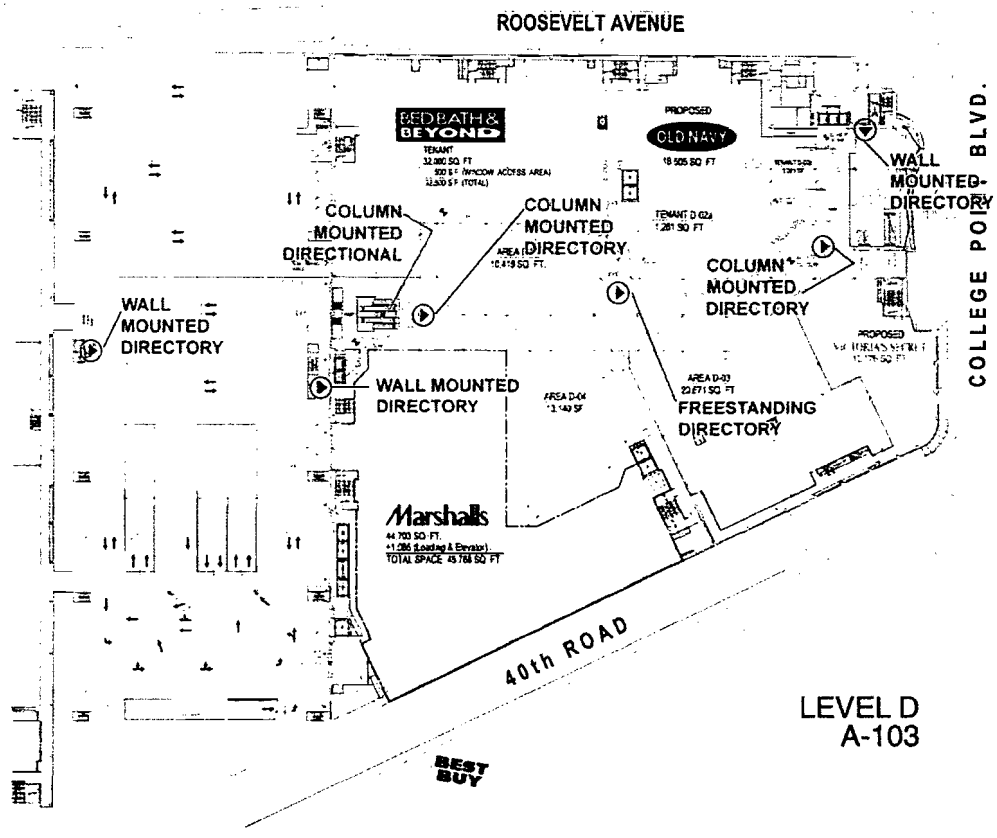
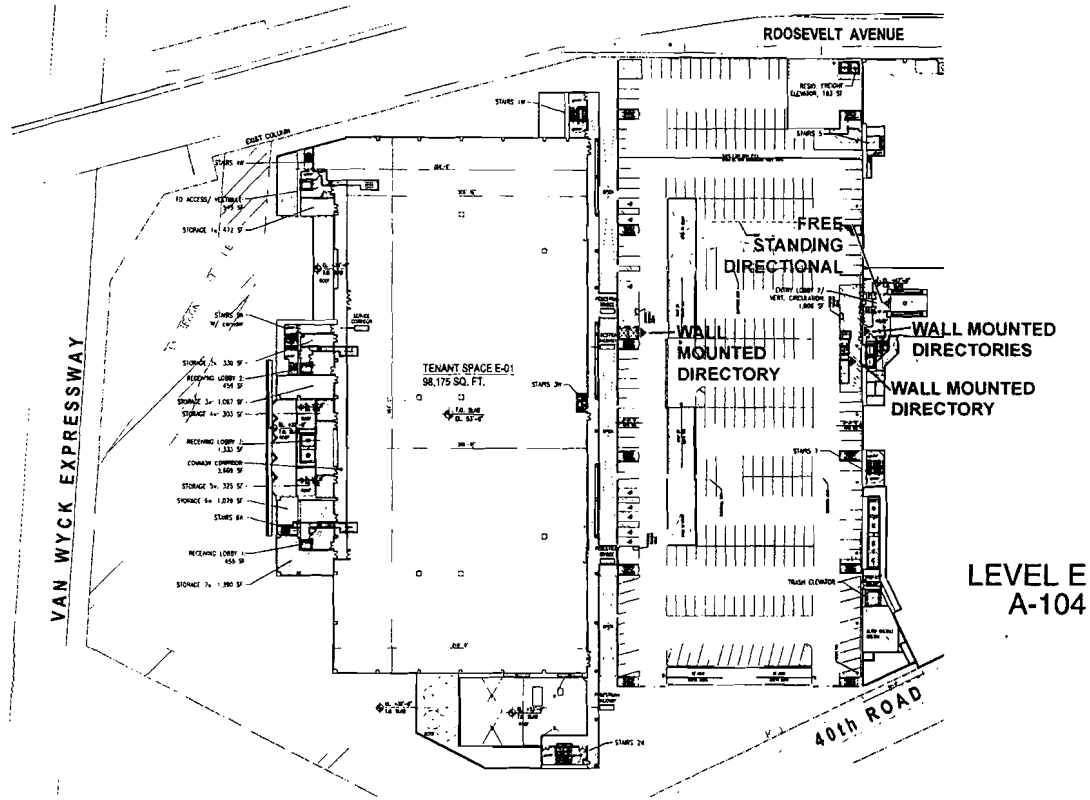
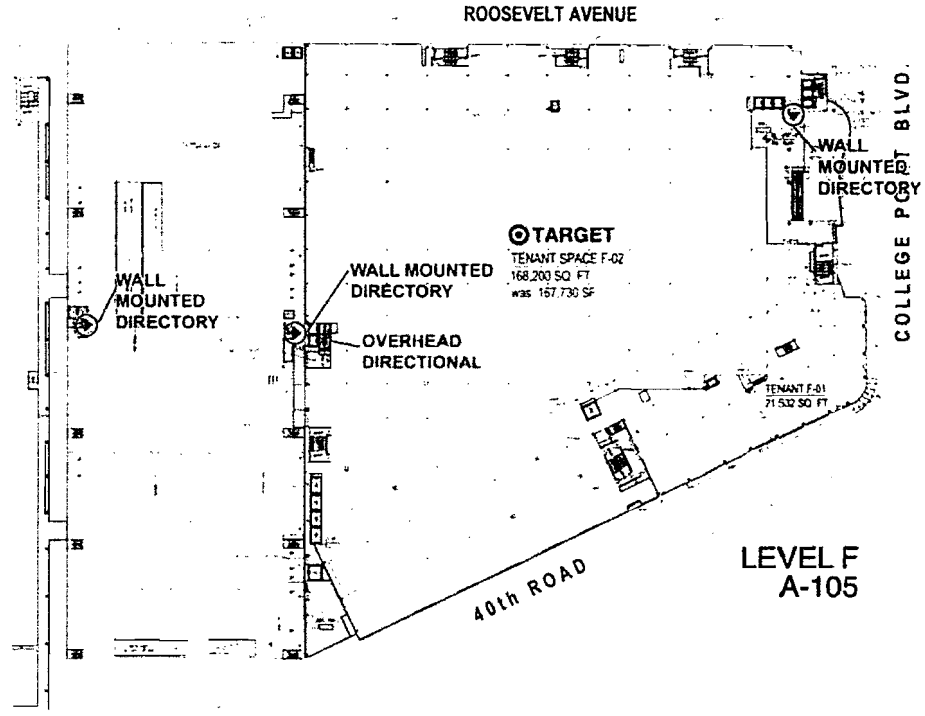
SKY VIEW CENTER
GARAGE WAYFINDING
September 08, 2009

ORIENTATION
EXHIBIT N-2


ROOSEVELT AVENUE
COLLEGE POINT BLVD.
BED BATH & BEYOND
PROPOSED
OLD NAVY
COLUMN MOUNTED DIRECTIONAL
COLUMN MOUNTED DIRECTORY
WALL MOUNTED DIRECTORY
COLUMN MOUNTED DIRECTORY
WALL MOUNTED DIRECTORY
WALL MOUNTED DIRECTORY
FREESTANDING DIRECTORY
Marshalls
40th ROAD
BEST BUY
LEVEL D
A-103


ROOSEVELT AVENUE
VAN WYCK EXPRESSWAY
40th ROAD
FREE STANDING DIRECTIONAL
WALL MOUNTED DIRECTORY
WALL MOUNTED DIRECTORIES
WALL MOUNTED DIRECTORY
TENANT SPACE E-01
98,175 SQ. FT.

LEVEL E
A-104



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SKY VIEW CENTER
GARAGE WAYFINDING
September 08, 2009

ORIENTATION
EXHIBIT N-2

EXHIBIT N-3

Target Exterior Signage

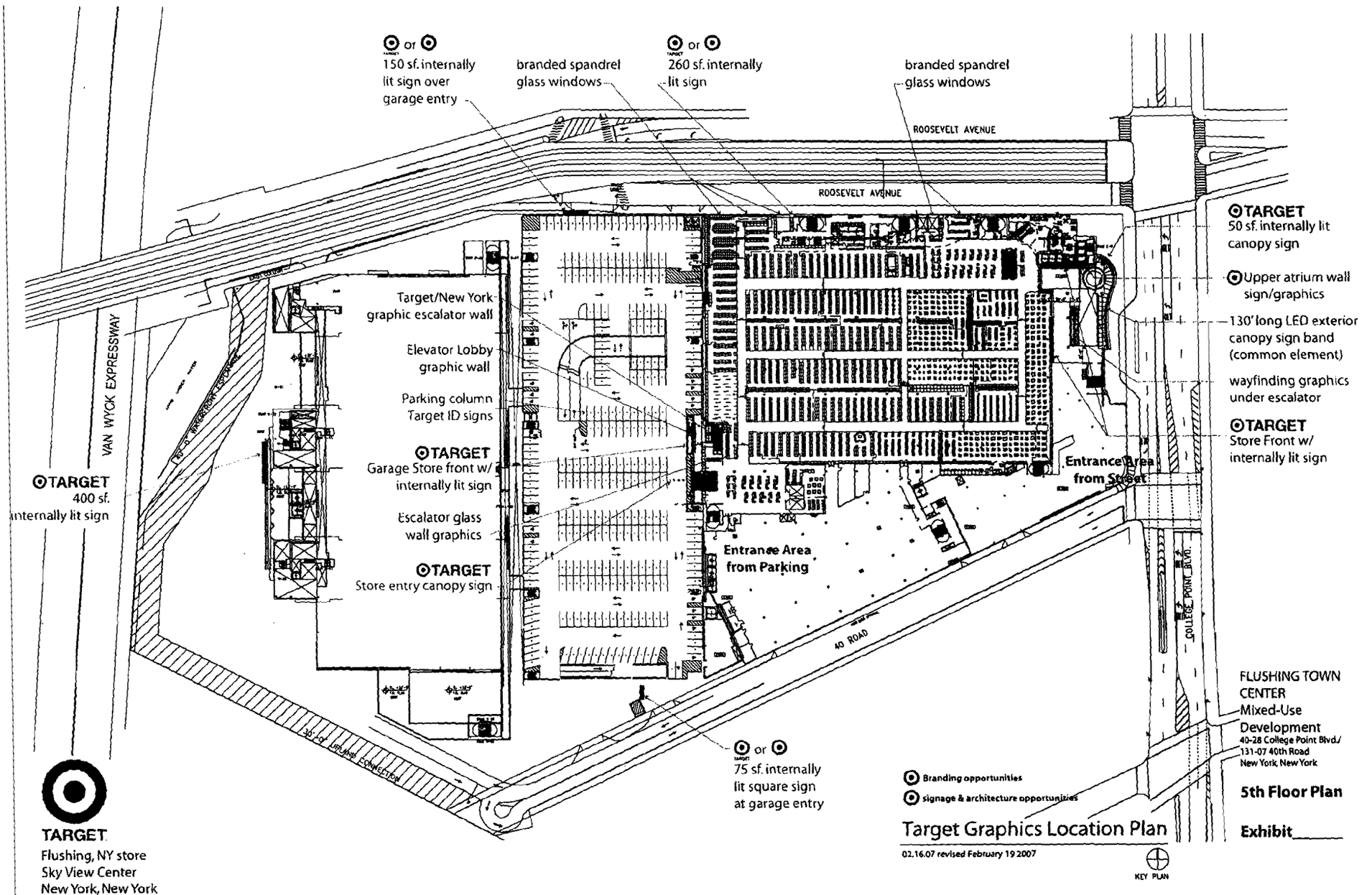

or
150 sf. internally lit sign over garage entry
branded spandrel glass windows
or
260 sf. internally lit sign
branded spandrel glass windows
ROOSEVELT AVENUE
ROOSEVELT AVENUE
TARGET
50 sf. internally lit canopy sign
Upper atrium wall sign/graphics
130' long LED exterior canopy sign band (common element)
wayfinding graphics under escalator
TARGET
Store Front w/ internally lit sign
Target/New York graphic escalator wall
Elevator Lobby graphic wall
Parking column Target ID signs
TARGET
Garage Store front w/ internally lit sign
Escalator glass wall graphics
TARGET
Store entry canopy sign
VAN WYCK EXPRESSWAY
TARGET
400 sf. internally lit sign
Entrance Area from Street
Entrance Area from Parking
40 ROAD
COLLEGE POINT BLVD
or
75 sf. internally lit square sign at garage entry
Branding opportunities
signage & architecture opportunities
Target Graphics Location Plan
02.16.07 revised February 19 2007
KEY PLAN
FLUSHING TOWN CENTER
Mixed-Use Development
40-28 College Point Blvd./ 131-07 40th Road
New York, New York
5th Floor Plan
Exhibit_____
TARGET
Flushing, NY store
Sky View Center
New York, New York

EXHIBIT O

Residential Common Easement Area

RESIDENTIAL COMMON EASEMENT AREA
(East Building)

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

The following Parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 94.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 30.50 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue 60.00 feet to a point.

2) Thence easterly and parallel to said southerly side of Roosevelt Avenue 8.50 feet to a point.

3) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 39.31 feet to a point.

4) Thence westerly and parallel to said southerly side of Roosevelt Avenue 8.59 feet to a point.

5) Thence southwesterly forming an interior angle of 205 degrees 34 minutes 35 seconds 107.73 feet to a point.

6) Thence southeasterly forming an interior angle of 270 degrees 00 minutes 00 seconds 2.11 feet to a point.

7) Thence southwesterly forming an interior angle of 90 degrees 00 minutes 00 seconds 10.16 feet to a point.

8) Thence southeasterly forming an interior angle of 270 degrees 00 minutes 00 seconds 8.00 feet to a point.

9) Thence southwesterly forming an interior angle of 90 degrees 00 minutes 00 seconds 1.52 feet to a point.

10) Thence southeasterly forming an interior angle of 270 degrees 00 minutes 00 seconds 3.33 feet to a point.

11) Thence southwesterly forming an interior angle of 90 degrees 00 minutes 00 seconds 10.83 feet to a point.

12) Thence northwesterly forming an interior angle of 90 degrees 00 minutes 00 seconds 6.00 feet to a point.

13) Thence southwesterly forming an interior angle of 270 degrees 00 minutes 00 seconds 1.37 feet to a point.

14) Thence northwesterly forming an interior angle of 90 degrees 00 minutes 00 seconds 5.33 feet to a point.

15) Thence southwesterly forming an interior angle of 270 degrees 00 minutes 00 seconds 10.30 feet to a point.

16) Thence northwesterly forming an interior angle of 90 degrees 00 minutes 00 seconds 2.17 feet to a point.

17) Thence southwesterly forming an interior angle of 270 degrees 00 minutes 00 seconds 12.14 feet to a point.

18) Thence northwesterly forming an interior angle of 90 degrees 00 minutes 00 seconds 52.49 feet to a point.

19) Thence northeasterly forming an interior angle of 90 degrees 00 minutes 00 seconds 30.00 feet to a point.

20) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue forming an interior angle of 244 degrees 25 minutes 25 seconds 3.89 feet to a point.

21) Thence westerly and parallel to said southerly side of Roosevelt Avenue 77.41 feet to a point.

22) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 5.82 feet to a point.

23) Thence westerly and parallel to said southerly side of Roosevelt Avenue 36.00 feet to a point.

24) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 5.82 feet to a point.

25) Thence westerly and parallel to said southerly side of Roosevelt Avenue 215.88 feet to a point.

26) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 101.64 feet to a point.

27) Thence easterly and parallel to said southerly side of Roosevelt Avenue 25.75 feet to a point.

28) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

29) Thence easterly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

30) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

31) Thence easterly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

32) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

33) Thence easterly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

34) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

35) Thence easterly and parallel to said southerly side of Roosevelt Avenue 26.92 feet to a point.

36) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point.

37) Thence easterly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

38) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

39) Thence easterly and parallel to said southerly side of Roosevelt Avenue 13.00 feet to a point.

40) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

41) Thence easterly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

42) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point.

43) Thence easterly and parallel to said southerly side of Roosevelt Avenue 17.83 feet to a point.

44) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

45) Thence easterly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

46) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

47) Thence easterly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

48) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

49) Thence easterly and parallel to said southerly side of Roosevelt Avenue 26.08 feet to a point.

50) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

51) Thence easterly and parallel to said southerly side of Roosevelt Avenue 52.00 feet to the point or place of beginning.

EXCLUDED from the above described property is the following area:

RETAIL MECHANICAL EXCLUSION AREA

The following Parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 121.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 44.13 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 43.00 feet to a point.

2) Thence westerly and parallel to said southerly side of Roosevelt Avenue 23.17 feet to a point.

3) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 43.00 feet to a point.

4) Thence easterly and parallel to said southerly side of Roosevelt Avenue 23.17 feet to the point or place of beginning

EXHIBIT P

Residential Recreational Area

RESIDENTIAL RECREATIONAL AREA
(Over Parking Unit)

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

The following parcel begins at a plane which varies in elevation from ±73.50 feet (westerly boundary) to ±77.67 feet (easterly boundary).
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 0.08 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 494.34 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to Roosevelt Avenue 270.92 feet to a point.

2) Thence westerly and parallel to Roosevelt Avenue 20.33 feet to a point.

3) Thence northerly and perpendicular to Roosevelt Avenue 2.04 feet to a point.

4) Thence westerly and parallel to Roosevelt Avenue 13.35 feet to a point.

5) Thence northerly and perpendicular to Roosevelt Avenue 17.91 feet to a point of curvature.

6) Thence northerly on a curve deflecting to the right having a radius of 13.68 feet, a central angle of 58 degrees 43 minutes 45 seconds, and a distance of 14.02 feet to a point of tangency.

7) Thence northeasterly 9.82 feet to a point of curvature.

8) Thence northerly on a curve deflecting to the left having a radius of 18.68 feet, a central angle of 58 degrees 43 minutes 45 seconds, and a distance of 19.15 feet to a point of tangency.

9) Thence northerly and perpendicular to Roosevelt Avenue 40.28 feet to a point of curvature.

10) Thence northerly and westerly on a curve deflecting to the left having a radius of 36.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a distance of 56.55 feet to a point of tangency.

11) Thence westerly and parallel to Roosevelt Avenue 123.44 feet to a point.

12) Thence southerly and perpendicular to Roosevelt Avenue 38.83 feet to a point.

13) Thence westerly and parallel to Roosevelt Avenue 34.09 feet to a point.

14) Thence southerly and perpendicular to Roosevelt Avenue 18.99 feet to a point

15) Thence westerly and parallel to Roosevelt Avenue 24.07 feet to a point.

16) Thence northerly and perpendicular to Roosevelt Avenue 35.17 feet to a point.

17) Thence easterly and parallel to Roosevelt Avenue 15.33 feet to a point.

18) Thence northerly and perpendicular to Roosevelt Avenue 164.58 feet to a point.

19) Thence easterly and parallel to Roosevelt Avenue 212.00 feet to the point or place of beginning.

EXHIBIT Q

Tower 3 Easement Area

Tower 3 Easement Area

The Tower 3 Easement Area is the area, which constitutes the footprint of the Phase I – Residential Tower 3 (East Building) Parcel more particularly bounded and described below, on the roof slab of the East Retail Building contiguous to the base elevation of the Phase I – Residential Tower 3 (East Building) Parcel.

PHASE I – Residential Tower 3
(East Building)

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

The following parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 28.00 feet northwesterly and perpendicular to the northwesterly side of 40th Road (50.00 feet wide); which point is distant 8.56 feet southwesterly, as measured along said northwesterly side of 40th Road, from the point formed by the intersection of said northwesterly side of 40th Road with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southwesterly and parallel to said northwesterly side of 40th Road 260.40 feet to a point.

2) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 32.85 feet to a point.

3) Thence northeasterly and parallel to said northwesterly side of 40th Road 3.82 feet to a point.

4) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 45.57 feet to a point.

5) Thence northeasterly and parallel to said northwesterly side of 40th Road 4.00 feet to a point.

6) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 4.00 feet to a point.

7) Thence northeasterly and parallel to said northwesterly side of 40th Road 0.50 feet to a point.

8) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 12.02 feet to a point.

9) Thence northeasterly and parallel to said northwesterly side of 40th Road 137.34 feet to a point.

10) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 2.17 feet to a point.

11) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.30 feet to a point.

12) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 5.33 feet to a point.

13) Thence northeasterly and parallel to said northwesterly side of 40th Road 1.37 feet to a point.

14) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 6.00 feet to a point.

15) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.83 feet to a point.

16) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 3.33 feet to a point.

17) Thence northeasterly and parallel to said northwesterly side of 40th Road 1.52 feet to a point.

18) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 8.00 feet to a point.

19) Thence northeasterly and parallel to said northwesterly side of 40th Road 10.16 feet to a point.

20) Thence northwesterly and perpendicular to said northwesterly side of 40th Road 2.11 feet to a point.

21) Thence northeasterly and parallel to said northwesterly side of 40th Road 107.73 feet to a point.

22) Thence northeasterly and forming an interior angle of 154 degrees 25 minutes 25 seconds 8.59 feet to a point.

23) Thence southerly and forming an interior angle of 90 degrees 00 minutes 00 seconds 9.07 feet to a point.

24) Thence on a curve deflecting to the right having a radius of 83.16 feet, a central angle of 32 degrees 10 minutes 05 seconds and a distance of 46.69 feet to a point.

25) Thence southwesterly and parallel to said northwesterly side of 40th Road 14.12 feet to a point.

26) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 6.00 feet to a point.

27) Thence southwesterly and parallel to said northwesterly side of 40th Road 4.00 feet to a point.

28) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 15.42 feet to a point.

29) Thence southwesterly and parallel to said northwesterly side of 40th Road 0.42 feet to a point.

30) Thence southeasterly and perpendicular to said northwesterly side of 40th Road 16.50 feet to the point or place of beginning.

EXHIBIT R

Towers 1 and 2 Easement Area

The Towers 1 & 2 Easement Area is the area, which constitutes the footprint of the Phase I – Residential Towers 1 & 2 (East Building) (Parcel "A") more particularly bounded and described below, on the roof slab of the East Retail Building contiguous to the base elevation of the Phase I – Residential Towers 1 & 2 (East Building) (Parcel "A") Parcel.

PHASE I - Residential Towers 1 & 2
(East Building)
(Parcel "A")

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

PARCEL "A"

The following Parcel begins at a plane elevation of ±77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 25.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 30.50 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to said southerly side of Roosevelt Avenue 30.00 feet to a point.

2) Thence easterly and parallel to said southerly side of Roosevelt Avenue 8.50 feet to a point.

3) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 39.00 feet to a point.

4) Thence westerly and parallel to said southerly side of Roosevelt Avenue 60.50 feet to a point.

5) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

6) Thence westerly and parallel to said southerly side of Roosevelt Avenue 26.08 feet to a point.

7) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

8) Thence westerly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

9) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

10) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

11) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

12) Thence westerly and parallel to said southerly side of Roosevelt Avenue 17.83 feet to a point.

13) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point

14) Thence westerly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

15) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

16) Thence westerly and parallel to said southerly side of Roosevelt Avenue 13.00 feet to a point.

17) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 7.58 feet to a point.

18) Thence westerly and parallel to said southerly side of Roosevelt Avenue 7.54 feet to a point.

19) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 7.17 feet to a point.

20) Thence westerly and parallel to said southerly side of Roosevelt Avenue 26.92 feet to a point.

21) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

22) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

23) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

24) Thence westerly and parallel to said southerly side of Roosevelt Avenue 72.83 feet to a point.

25) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

26) Thence westerly and parallel to said southerly side of Roosevelt Avenue 47.17 feet to a point.

27) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 4.00 feet to a point.

28) Thence westerly and parallel to said southerly side of Roosevelt Avenue 25.75 feet to a point.

29) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 79.42 feet to a point.

30) Thence easterly and parallel to said southerly side of Roosevelt Avenue 106.83 feet to a point.

31) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

32) Thence easterly and parallel to said southerly side of Roosevelt Avenue 41.00 feet to a point.

33) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

34) Thence easterly and parallel to said southerly side of Roosevelt Avenue 67.86 feet to a point.

35) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

36) Thence easterly and parallel to said southerly side of Roosevelt Avenue 40.14 feet to a point.

37) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

38) Thence easterly and parallel to said southerly side of Roosevelt Avenue 67.00 feet to a point.

39) Thence northerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

40) Thence easterly and parallel to said southerly side of Roosevelt Avenue 41.00 feet to a point.

41) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 15.00 feet to a point.

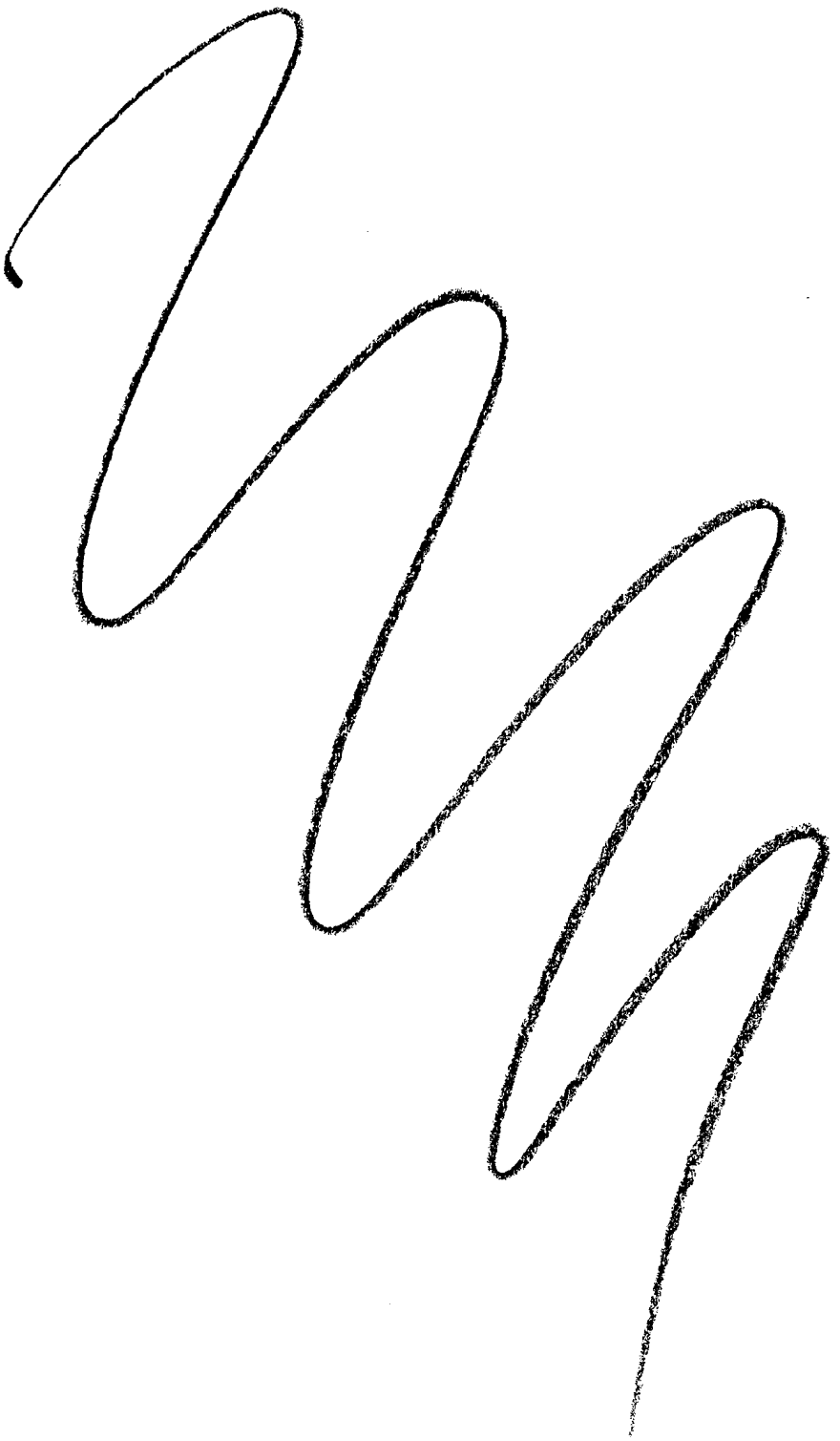
42) Thence easterly and parallel to said southerly side of Roosevelt Avenue 59.75 feet to a point.

43) Thence southerly and perpendicular to said southerly side of Roosevelt Avenue 10.42 feet to a point.

44) Thence easterly and parallel to said southerly side of Roosevelt Avenue 40.25 feet to the point or place of beginning.

EXHIBIT S

West Residential Easement Area



West Residential Easement Area

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

The following parcel begins at a plane elevation of ±74' feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Beginning at a point 30.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); which point is distant 721.67 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide).

1) Running thence southerly and perpendicular to Roosevelt Avenue 584.00 feet to a point.

2) Thence westerly and at right angles to previous course 49.00 feet to a point.

3) Thence northerly and at right angles to previous course 28.17 feet to a point.

4) Thence easterly and at right angles to previous course 39.00 feet to a point.

5) Thence northerly and at right angles to previous course 50.83 feet to a point.

6) Thence westerly and at right angles to previous course 110.67 feet to a point.

7) Thence northerly and at right angles to previous course 3.00 feet to a point.

8) Thence westerly and at right angles to previous course 109.33 feet to a point.

9) Thence northerly and at right angles to previous course 84.00 feet to a point.

10) Thence westerly and at right angles to previous course 49.33 feet to a point.

11) Thence northerly and at right angles to previous course 69.00 feet to a point.

12) Thence easterly and at right angles to previous course 51.33 feet to a point.

13) Thence northerly and at right angles to previous course 83.50 feet to a point.

14) Thence westerly and at right angles to previous course 51.33 feet to a point.

15) Thence northerly and at right angles to previous course 69.00 feet to a point.

16) Thence easterly and at right angles to previous course 51.33 feet to a point.

17) Thence northerly and at right angles to previous course 88.50 feet to a point.

18) Thence westerly and at right angles to previous course 51.33 feet to a point.

19) Thence northerly and at right angles to previous course 51.54 feet to a point.

20) Thence northeasterly forming an interior angle of 105 degrees 17 minutes 55 seconds 66.19 feet to a point.

21) Thence easterly forming an interior angle of 164 degrees 42 minutes 05 seconds 185.67 feet to a point.

22) Thence northerly and at right angles to previous course 39.00 feet to a point.

23) Thence easterly and at right angles to previous course 29.82 feet to the point or place of beginning.

EXCLUDED from the above described property is the following area:

WEST RETAIL BUILDING ROOF COMMERCIAL EXCLUSION AREA

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

The following parcel begins at a plane elevation of ±74' feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Starting at a point which is distant 721.67 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide); thence 448.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); thence westerly and at right angles to the previous course 153.30 feet; thence southerly and at right angles to the previous course 4.00 feet; thence westerly and at right angles to the previous course 14.00 feet to a point of beginning:

1) Running thence southerly and perpendicular to Roosevelt Avenue 80.00 feet to a point.

2) Thence westerly and at right angles to previous course 62.50 feet to a point.

3) Thence northerly and at right angles to previous course 84.00 feet to a point.

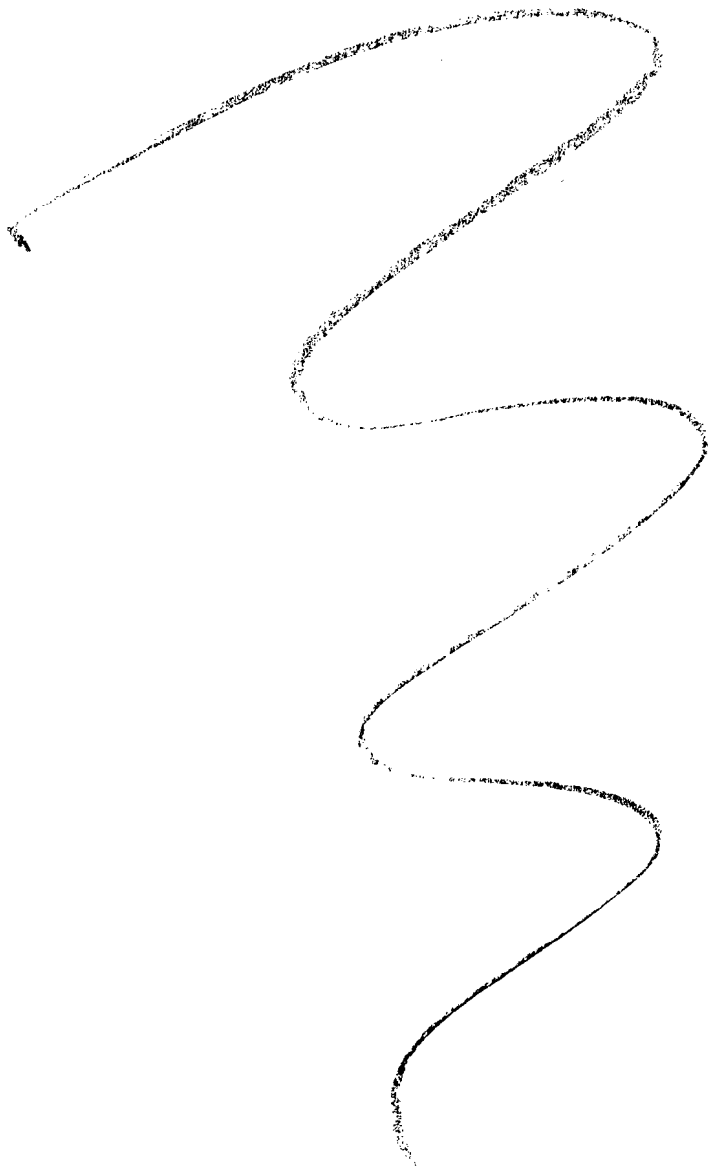
4) Thence easterly and at right angles to previous course 48.50 feet to a point.

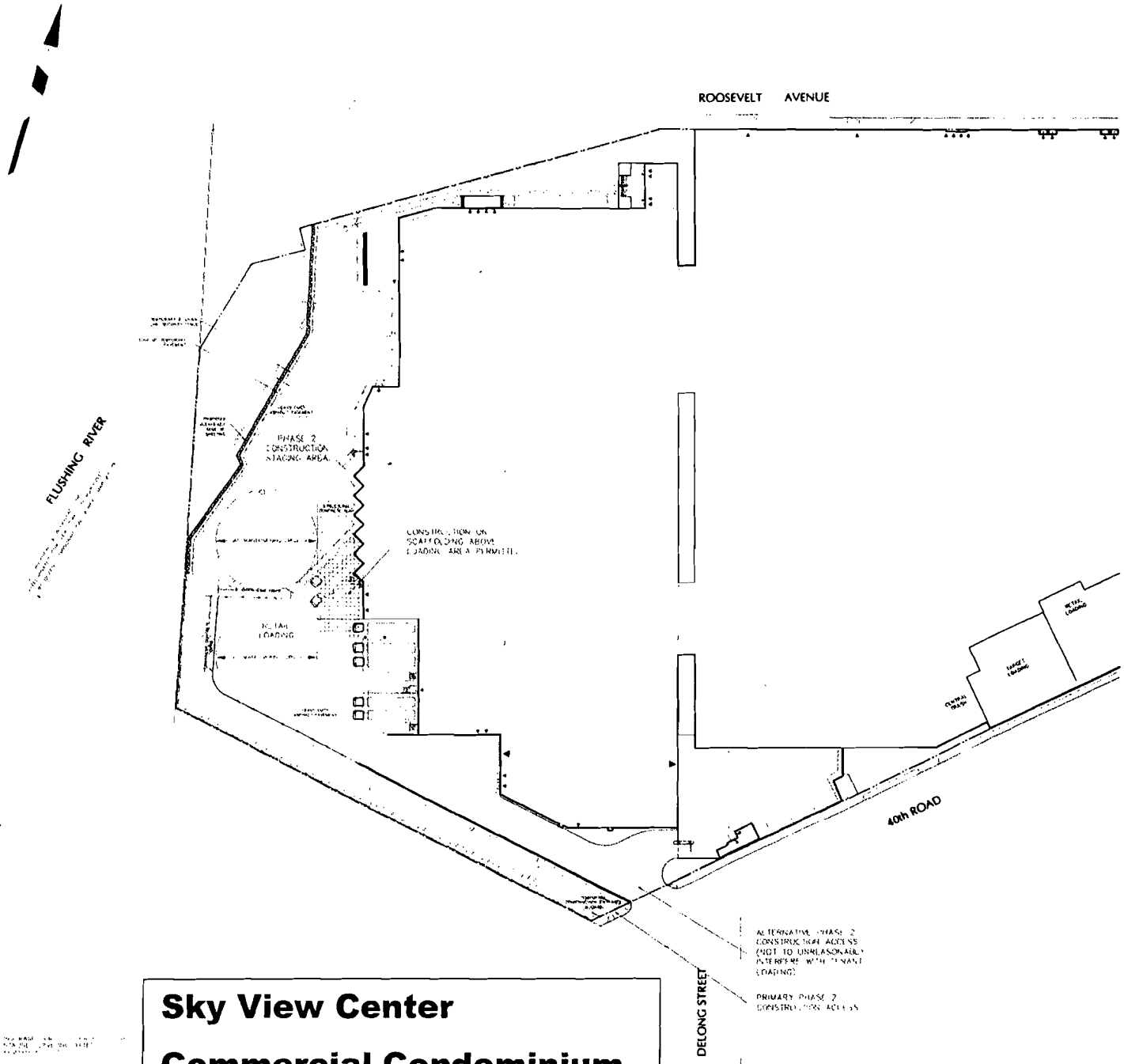
5) Thence southerly and at right angles to previous course 4.00 feet to a point.

6) Thence easterly and at right angles to previous course 14.00 feet to the point or place of beginning.

EXHIBIT T

Phase II Construction Staging Location(s)





Sky View Center
Commercial Condominium
Exhibit T

Perkins Eastman

FLUSHING TOWN CENTER
Mixed-Use Development

PHASE 2 STAGING PLAN

SA-1

NOT FOR CONSTRUCTION
DESIGN DEVELOPMENT

EXHIBIT U

West Retail Building Roof Commercial Exclusion Area

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

The following parcel begins at a plane elevation of ±74' feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

Starting at a point which is distant 721.67 feet westerly, as measured along said southerly side of Roosevelt Avenue, from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide); thence 448.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide); thence westerly and at right angles to the previous course 153.30 feet; thence southerly and at right angles to the previous course 4.00 feet; thence westerly and at right angles to the previous course 14.00 feet to a point of beginning:

1) Running thence southerly and perpendicular to Roosevelt Avenue 80.00 feet to a point.

2) Thence westerly and at right angles to previous course 62.50 feet to a point.

3) Thence northerly and at right angles to previous course 84.00 feet to a point.

4) Thence easterly and at right angles to previous course 48.50 feet to a point.

5) Thence southerly and at right angles to previous course 4.00 feet to a point.

6) Thence easterly and at right angles to previous course 14.00 feet to the point or place of beginning.

EXHIBIT V

BJ's Notice Addresses

BJ's Wholesale Club, Inc.
One Mercer Road
Natick, MA 01760
Attention: Vice President of Real Estate

With a copy in all cases to: BJ's Wholesale Club, Inc.
One Mercer Road
Natick, MA 01760
Attention: General Counsel

and

Posternak Blankstein & Lund LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199
Attention: David M. Saltiel, Esquire

EXHIBIT W

SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (this "**Agreement**") is made effective as of the day of , 20__ , by and between the Board of Managers of Sky View Center Commercial Condominium (the "**Board**"), having its office c/o Muss Development Co., 118-35 Queens Boulevard, Forest Hills, New York 11375, and _____ [*Insert name of Tenant*], a _____ [*Insert type of entity*], having an office at _____, ("**Tenant**").

WITNESSETH:

WHEREAS, _____ [*Insert name of applicable Retail Unit Owner*] ("**Lessor**") is the owner of Unit ___ (the "**Unit**")[*Insert name of applicable Retail Unit*] as defined in that certain Declaration of Sky View Center Commercial Condominium dated as of _____, 200__ and recorded on _____ in the Office of the New York City Register, Queens County at CFRN No. _____, (together with the Condominium By-Laws, and all exhibits annexed thereto, as the same may be amended from time to time in accordance with their terms, the "**Condominium Documents**");

WHEREAS, pursuant to that certain lease dated as of _____ between Lessor and Tenant (such lease, as the same may be assigned, amended or restated from time to time, the "**Lease**"), Lessor leased to Tenant that portion of the Unit which is [more fully described/shown] on Exhibit A attached hereto (the "**Leased Premises**");

WHEREAS, Section ____ of the Lease provides that the Lease shall be subject and subordinate to the Condominium Documents, subject to certain terms and conditions stated in the Lease; and

WHEREAS, as a condition of such subordination the Board has agreed to provide for the non-disturbance of Tenant by the Board, and to provide for the recognition by the Board of the Lease.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Tenant covenants and agrees that the Lease and the rights of Tenant thereunder are and shall be at all times subject and subordinate in all respects to the Condominium Documents, including, without limitation, the Board's lien on the Unit for Common Charges, subject, however, to the provisions of this Agreement.

2. The Board agrees that so long as: (i) the Lease is in full force and effect (including any extension or renewal period thereof which may be exercised in accordance with any option afforded in the Lease to Tenant); and (ii) Tenant is not in default under the Lease beyond any applicable notice and grace period, Tenant's right of possession of the Leased

Premises under the Lease shall not be terminated or disturbed by any action of the Board, or any New Owner (as hereinafter defined), in the event that the Board or any New Owner comes into possession of or acquires title to the Unit as a result of any suit, action or proceeding for foreclosure against the Unit, or otherwise as a result of the enforcement of the Board's rights or remedies under the Condominium Documents. Notwithstanding anything to the contrary contained in this Agreement, the Board and any New Owner upon becoming the owner of the Unit shall have the right to pursue all rights and remedies of Lessor under the Lease for any default by Tenant under the Lease beyond any applicable notice and grace period.

3. If the Board shall become the owner of the Unit by reason of the foreclosure or other action described in Paragraph 2 hereof, or the Unit shall be sold as a result of any foreclosure by the Board or transfer of ownership by deed given in lieu of foreclosure by the Board, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and any subsequent owner of the Unit taking title through the Board (a "**New Owner**"), as "landlord," and the Board or the New Owner, as the case may be, shall assume the Lease and all obligations of landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, provided, however, neither the Board nor the New Owner shall be:

(i) bound by any fixed rent which Tenant might have paid for more than one (1) month in advance of its due date under the Lease to any prior landlord (including, without limitation, Lessor) unless otherwise consented to by the Board or the New Owner or unless such prepaid amount is actually received by the Board or the New Owner;

(ii) liable for any previous act or omission of any prior landlord (including without limitation, Lessor) in violation of the Lease for any period prior to the date that the Board or a New Owner acquired title to the Unit; or

(iii) subject to any claims, counterclaims, offsets or defenses which Tenant might have against any prior landlord (including, without limitation, Lessor) for any period prior to the date that the Board or a New Owner acquired title to the Unit; or

(iv) liable for the return of any: security deposit; overpayments of taxes, operating expenses, merchant association dues, or other items of additional rent paid in estimates in advance by Tenant subject to subsequent adjustment; other monies which pursuant to the Lease are payable by Lessor to Tenant; or other sums, in each case to the extent not delivered to the Board or the New Owner, as the case may be.

Tenant hereby agrees that, upon the Board or the New Owner becoming the owner of the Unit pursuant to this Paragraph 3, Tenant shall attorn to the Board or the New Owner (or any subsequent owner), as the case may be, and the Lease shall continue in full force and effect, in accordance with its terms.

4. No provision of this Agreement shall be construed to make the Tenant liable for any covenants and obligations of Lessor under the Condominium Documents.

5. Tenant shall give duplicate written notice in accordance with Paragraph 6 hereof of any default by Lessor under the Lease to the Board in the same manner as given to Lessor.

6. Any notices or communications given under this Agreement shall be in writing and shall be given by overnight couriers or registered or certified mail, return receipt requested, (a) if to the Board, at the address as hereinabove set forth, or such other addresses or persons as the Board may designate by notice in the manner herein set forth, Attention: _____, or (b) if to Tenant, at the address of Tenant as hereinabove set forth, or such other address or persons as Tenant may designate by notice in the manner herein set forth. All notices given in accordance with the provisions of this Section shall be effective upon receipt (or refusal of receipt) at the address of the addressee.

7. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and permitted assigns.

8. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

9. This Agreement and the covenants herein contained are intended to run with and bind all land affected thereby. It is expressly acknowledged and agreed by Lessor and Tenant that as between Lessor and Tenant, the subordination of the Lease to the Condominium Documents effectuated pursuant to this Agreement shall in no way affect the rights and obligations of Lessor and Tenant under the Lease as between themselves.

10. The parties hereto agree to submit this Agreement for recordation in the Register's Office for the City of New York, County of Queens. The parties further agree that this Agreement shall terminate and be void automatically, immediately upon the expiration or earlier termination of the Lease, and without the need for any termination or other agreement being recorded to evidence such termination. Notwithstanding the foregoing and without in any way affecting the automatic termination of this Agreement as aforesaid, the parties agree to execute, deliver and submit for recordation a Memorandum of Termination confirming the termination of this Agreement, promptly following the expiration or earlier termination of the Lease.

11. This Agreement may be executed in counterparts, any one or all which shall be one and the same agreement.

12. All capitalized terms in this Agreement not defined herein shall have the meanings ascribed to such terms in the Condominium Documents.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

The Board:

CONDOMINIUM BOARD OF THE SKY VIEW CENTER COMMERCIAL CONDOMINIUM

By:_____
Name:
Title:

Tenant:

[ ]

By:_____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, 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.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, 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.

_____
Notary Public

EXHIBIT X

Depository Agreement
[Insurance Proceeds]

DEPOSITORY AGREEMENT (this "Agreement") made and entered into as of the ____ day of _____, 200_ by and among the [Condominium Board of _____ Condominium, an unincorporated association, having an address at _____ Street, _____, New York _____ (the "Condominium Board")], [_____ (the "Parking Unit Owner"), having an address at _____, _____, New York _____], [_____, having an address at _____, _____, New York _____ (the "Homeowners Association")] and [INSERT NAME OF DEPOSITORY] having an address at _____, New York, New York _____ ("Insurance Depository").[1]

R E C I T A L S:

A. All capitalized terms used in this Agreement and not otherwise defined in this Agreement, shall have the meanings given to such terms in the Declaration (defined below).

B. A Declaration of Condominium dated _____ __, 200__ was recorded against the land described on Exhibit A to the Declaration (the "Commercial Property"), on _____ __, 200__, in the Office of the City Register, Queens County, New York (said Declaration, together with all exhibits and schedules attached to the Declaration, as same may be amended from time to time, collectively, the "Declaration") creating Sky View Center Commercial Condominium (the "Commercial Condominium").

C. The Commercial Condominium is located in the City of New York, County of Queens and State of New York having a street address at _____ Street, New York, New York _____ and more particularly identified on the tax maps of the City of New York as Block ___, Lots ____ through _____.

D. Upon the recording of the Declaration and the filing of the appurtenant tax lot drawings, the Commercial Property was established as a condominium pursuant to the Condominium Act (Article 9-B of the New York State Real Property Law), containing five condominium units.

[E. A residential complex is located above the Commercial Property on property above a certain plane (the "Residential Parcel").]

---

[1] Insert the applicable Entitled Recipient(s). If the Board is an Entitled Recipient pursuant to Section 11.04(c) of the Declaration, then the Parking Unit Owner will not be party to this agreement notwithstanding that it is entitled to receive Insurance Proceeds pursuant to Section 12.05 of the Declaration.

[F. The Residential Parcel consists of [ ] condominium [and/or apartment] complexes and the Homeowners Association coordinates the governance of the Residential Parcel].

[G. The Parking Unit Owner is the record legal title holder of the Parking Unit in the Commercial Condominium.]

H. The Declaration provides for the appointment of a "Insurance Depository," as defined in the Declaration, under certain circumstances, to receive proceeds from certain insurance policies maintained by the Commercial Condominium Board, to disburse said funds for restoration of the Commercial Property and/or the Insured Residential Tower Property, as applicable, as provided in the Declaration. Insurance Depository has been designated as the Insurance Depository under the Declaration. The Declaration contemplates execution of a "Depository Agreement," under certain specified circumstances, to confirm the appointment of the Insurance Depository and such other matters as the parties determine.

I. Insurance Depository is willing to accept the appointment and to serve as "Insurance Depository" under and pursuant to the Declaration and this Agreement.

J. This Agreement constitutes the "Depository Agreement" required by Section 11.07 of the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Declaration Provisions. All provisions in the Declaration applicable to the Insurance Depository and its functions are hereby incorporated by reference herein and made a part hereof as if fully set forth herein.

2. Acceptance by Insurance Depository; Terms and Conditions. Insurance Depository accepts its obligations as "Insurance Depository" under the Declaration, upon the terms and conditions therein and herein, including, without limitation, the following:

(A) The Insurance Depository shall receive, hold, invest and disburse insurance proceeds delivered to it in respect of the General Common Elements, Retail Common Elements, the Central Parking Structure and/or the Insured Residential Tower Property, as applicable, in trust strictly in accordance with the provisions of the Declaration and this Agreement. Such proceeds shall be invested in Permitted Investments (as hereinafter defined), unless otherwise agreed to by the parties hereto. Interest on funds held by the Insurance Depository shall be treated as provided in the Declaration.

(B) For purposes hereof, "Permitted Investments" shall mean any one or more of the following obligations or securities with maturities of not more than thirty (30) days, acquired at a purchase price of not greater than par, and meeting one of the appropriate standards set forth below:

(i) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of the U.S. Treasury (all direct or fully guaranteed obligations);

(ii) federal funds, unsecured certificates of deposit, time deposits, bankers' acceptances and repurchase agreements of any bank, the short-term obligations of which at all times are rated in the highest short-term rating category by each of S&P, Moody's and Fitch or any other nationally recognized statistical rating agency (each a "Rating Agency");

(iii) fully Federal Deposit Insurance Corporation-insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short-term obligations of which at all times are rated in the highest short-term rating category by each Rating Agency;

(iv) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date) and that at all times is rated by each Rating Agency in its highest short-term unsecured debt rating;

(v) units of taxable money market funds or mutual funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each Rating Agency for money market funds or mutual funds; and

(vi) any other security, obligation or investment which has been approved as a Permitted Investment in writing by the parties hereto.

(C) Except as otherwise agreed to by the parties hereto, the Insurance Depository shall receive no fee for its services as Insurance Depository under the Declaration and hereunder. However, the Insurance Depository shall be reimbursed for the reasonable out-of-pocket fees and expenses (including reasonable counsel fees and expenses) incurred by the Insurance Depository in connection with the services rendered by it which shall be paid by the other party(ies) hereto, promptly after Insurance Depository's request therefor. The Insurance Depository shall have no right of setoff against the funds held by the Insurance Depository pursuant to this Agreement with respect to any liabilities of the party(ies) to Insurance Depository.

(D) During any period in which the Insurance Depository is holding proceeds in respect of the General Common Elements, Retail Common Elements, the Central Parking Structure and/or Insured Residential Tower Property, it will provide to the other party(ies) hereto, a monthly report showing the total amount of proceeds received, earnings thereon, and amounts disbursed during the previous month and in the aggregate.

(E) The Insurance Depository may consult with one or more counsel satisfactory to it in its reasonable judgment and the written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or omitted to be taken or suffered by it hereunder in accordance with the opinion of such counsel.

(F) Absent gross negligence, willful misconduct or bad faith, the Insurance Depository shall be protected and shall incur no liability for or in respect of any action taken or omitted to be taken or suffered by it in connection with its obligations hereunder, including any action or inaction, in reliance upon any notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by the Insurance Depository to be genuine and sufficient, and to have been signed by the proper parties.

(G) The Insurance Depository shall be obligated to perform such duties and only such duties as are specifically set forth in the Declaration and this Agreement and no implied duties or obligations on the part of the Insurance Depository shall be read into the Declaration or this Agreement. The Insurance Depository, in its capacity as Insurance Depository hereunder, shall deal with the other party(ies) hereto according to the Declaration. Insurance Depository shall have no duty to enforce any obligation of any other person to make any payment or delivery or to enforce any obligation of any person to perform any other act. The Insurance Depository shall be under no liability to the Condominium Board or the Unit Owner(s) or to anyone else by reason of any failure on the part of any other party(ies) hereto, to perform its obligations under the Declaration.

(H) To the extent that one or more of the other parties hereto requests the Insurance Depository to take any action that is contrary to the procedures, requirements or directives contained in the Declaration, the Insurance Depository shall not act in accordance therewith unless it receives written consent thereto from the non-requesting party(ies).

(I) (i) Insurance Depository shall not be required to defend any legal proceedings which may be instituted against Insurance Depository in respect of the Declaration or this Agreement unless requested to do so by one or more parties hereto, and unless indemnified to the reasonable satisfaction of the Insurance Depository against the cost and expense of such defense. Insurance Depository shall not be required to institute legal proceedings of any kind. If Insurance Depository shall become involved in any litigation or court action (other than due to its own gross negligence, bad faith or willful misconduct) in respect of this Agreement, it shall be reimbursed for all costs and expenses, including reasonable legal fees, by the other party(ies) hereto.

(ii) The other party(ies) hereto agree jointly and severally to indemnify and hold Insurance Depository harmless from and against any and all loss, damage or other liability of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Insurance Depository, in its capacity as such, in any way relating to or arising out of this Agreement or any action taken or omitted by the Insurance Depository under this Agreement, except for loss, damage or liability arising out of Insurance Depository's gross negligence, bad faith or willful misconduct.

(iii) Further, in the event of any disagreement or dispute among the parties hereto, or adverse demands or claims made by any of them upon Insurance Depository, or if Insurance Depository otherwise becomes involved in litigation or any court action or proceeding with respect to the Declaration or this Agreement or the insurance proceeds held by it (other than due to its own gross negligence, bad faith, or willful misconduct), then on ten (10) business days notice to all other party(ies) hereto, Insurance Depository may bring an

appropriate action or proceeding for leave to deposit the proceeds in court pending the final determination of any of the foregoing matters. Additionally, Insurance Depository shall be obligated to so deposit the proceeds in court pending the final determination of any of the foregoing matters upon the issuance, and delivery to Insurance Depository, of a court order requiring such action.

(J) No claim shall be made by the other party(ies) hereto against Insurance Depository or any of its directors, officers, employees, agents, attorneys or affiliates, or any of them, for any special, indirect or consequential damages, or to the extent permitted by law, for any punitive damages, in respect of any claim or cause of action (whether based on contract, tort, statutory liability or other ground) based on, arising out of, or related to the transactions contemplated hereby or any act, omission or event occurring in connection therewith, and the other party(ies) hereto hereby waive, release and agree not to sue upon any claim for such damages, whether such claim now exists or hereafter arises and whether such claim is now known or suspected to exist.

(K) Insurance Depository shall not, by virtue of serving as Insurance Depository, be precluded from making a loan to or having any other business relationships with any Unit Owner, the Residential Parcel Owner(s) or Muss Development, LLC ("Developer") or any of their respective affiliates or Occupants. Nothing contained in this Agreement shall be deemed to modify or affect the obligations that any of the parties hereto may have to Insurance Depository under any mortgage, loan agreement or other agreement with Insurance Depository.

3. Term; Resignation; Removal

(A) Insurance Depository shall serve until a replacement Insurance Depository is designated in accordance with the terms of the Declaration.

(B) Unless Insurance Depository (i) is replaced pursuant to subparagraph (A) above, (ii) is removed by the Board and the Homeowners Association as provided in Section 11.07 of the Declaration or (iii) resigns on not less than sixty (60) days' prior notice to the Board and the Homeowners Association, Insurance Depository shall be entitled to be the Insurance Depository under the Declaration and this Agreement.

(C) Upon its resignation or removal, the Insurance Depository shall (i) be entitled to the payment by the other party(ies) hereto for the reimbursement of all reasonable out-of-pocket expenses incurred in connection with the services properly rendered by such Insurance Depository and not previously reimbursed and (ii) transfer all funds, together with copies of all records, held by it as Insurance Depository to the successor Insurance Depository.

(D) If the Board and the Homeowners Association fail to appoint a substitute Insurance Depository within sixty (60) days after receipt of notice of the resignation of an Insurance Depository, the Insurance Depository may, after not less than twenty (20) days prior written notice to the Board and Homeowners Association (given no sooner than forty (40) days after the resignation notice referenced above), deposit any funds in its possession with either a

court of competent jurisdiction or with a commercial bank or trust company in New York City that qualifies as an Insurance Depository.

4. Miscellaneous.

(A) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(B) Amendment. This Agreement may not be changed, modified, amended or supplemented without the express written consent to any such modification, in each instance, of the Insurance Depository and each other party hereto.

(C) Amendments to Declaration. The Unit Owners shall not enact any amendment to the Declaration which adversely affects the rights or materially increases the obligations of the Insurance Depository thereunder without the consent of the Insurance Depository and no such amendment shall bind the Insurance Depository unless it so consents. The party(ies) hereto shall provide Insurance Depository with copies of any amendments to the Declaration which affect any of the insurance or Insurance Depository provisions.

(D) Notices. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that a party is required, permitted or desires to give or make or communicate hereunder shall be in writing and shall be given or made or communicated by personal delivery, or by Federal Express or other reputable overnight national courier service, in either case in accordance with Section 19.01 of the Declaration and with respect to all parties identified in such Section, and if to the Insurance Depository, in accordance with such Section, to the following address (or such other address as it may provide from time to time in accordance with Section 19.01 of the Declaration):

New York, New York _____
Attention:

(E) Counterparts. This Agreement may be executed in separate counterparts and by each party separately on a separate counterpart, with each such counterpart, when so executed and delivered, to be an original. Such counterparts shall together constitute but one and the same instrument.

(F) Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of each party's respective heirs, personal representatives, successors and assigns. This Agreement is intended to be for the sole benefit of the parties hereto, their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person. No other person shall acquire or have any rights under or by virtue of this Agreement.

THE CONDOMINIUM BOARD OF THE
_____ CONDOMINIUM

By: _____
Name:
Title:

[Parking Unit Owner

By: _____]

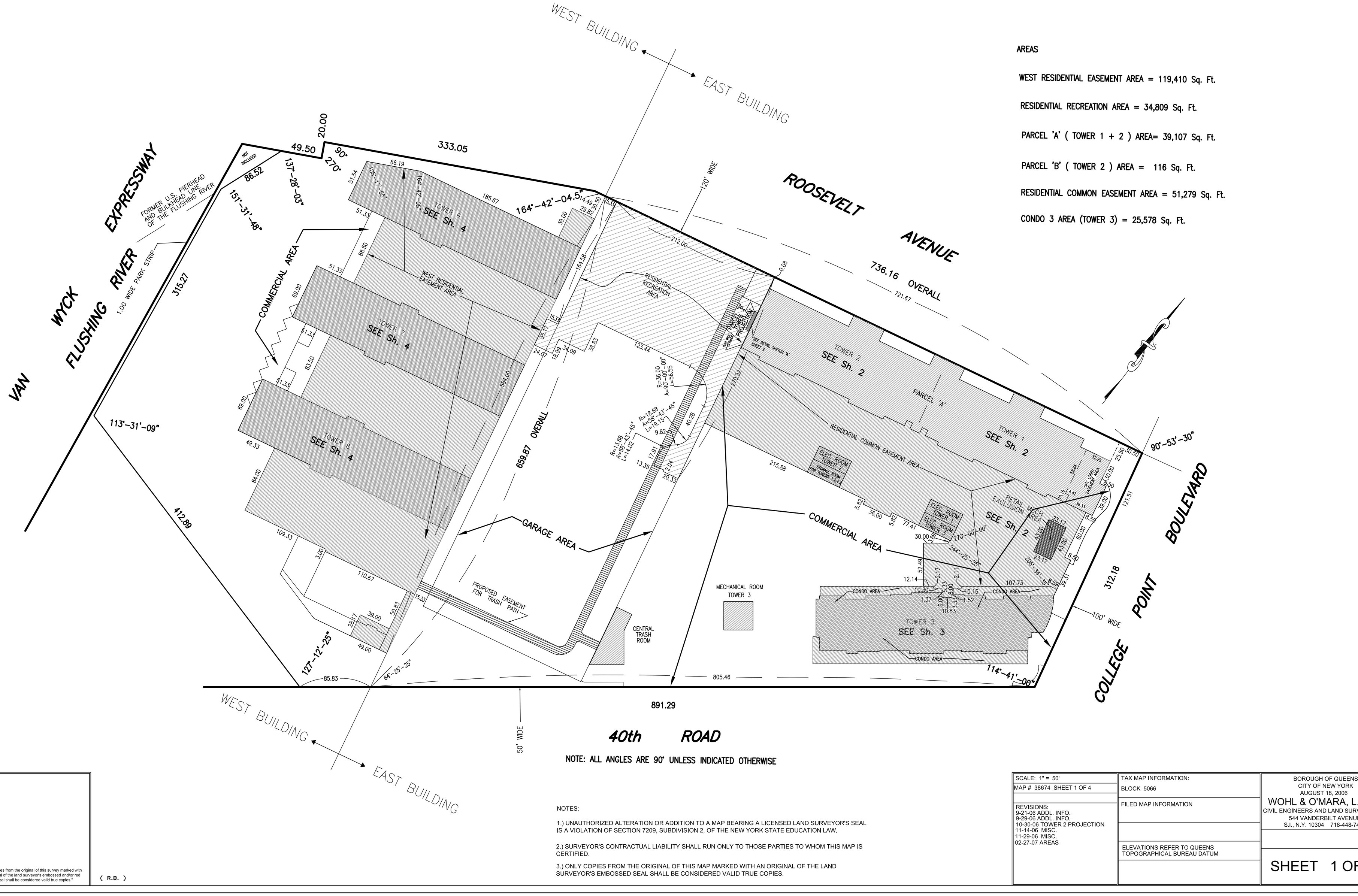
[Homeowners Association]

By: _____
Name:
Title:

Insurance Depository

[INSERT NAME]

By: _____
Name:
Title:



AREAS

WEST RESIDENTIAL EASEMENT AREA = 119,410 Sq. Ft.

RESIDENTIAL RECREATION AREA = 34,809 Sq. Ft.

PARCEL 'A' (TOWER 1 + 2) AREA= 39,107 Sq. Ft.

PARCEL 'B' (TOWER 2) AREA = 116 Sq. Ft.

RESIDENTIAL COMMON EASEMENT AREA = 51,279 Sq. Ft.

CONDO 3 AREA (TOWER 3) = 25,578 Sq. Ft.

NOTE: ALL ANGLES ARE 90° UNLESS INDICATED OTHERWISE

NOTES:

1.) UNAUTHORIZED ALTERATION OR ADDITION TO A MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

2.) SURVEYOR'S CONTRACTUAL LIABILITY SHALL RUN ONLY TO THOSE PARTIES TO WHOM THIS MAP IS CERTIFIED.

3.) ONLY COPIES FROM THE ORIGINAL OF THIS MAP MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED VALID TRUE COPIES.

"Only copies from the original of this survey marked with an original of the land surveyor's embossed and/or red ink seal shall be considered valid true copies."

(R.B.)

SCALE: 1" = 50'	TAX MAP INFORMATION:
MAP # 38674 SHEET 1 OF 4	BLOCK 5066
REVISIONS: 9-21-06 ADDL. INFO. 9-29-06 ADDL. INFO. 10-30-06 TOWER 2 PROJECTION 11-14-06 MISC. 11-29-06 MISC. 02-27-07 AREAS	FILED MAP INFORMATION ELEVATIONS REFER TO QUEENS TOPOGRAPHICAL BUREAU DATUM

BOROUGH OF QUEENS
CITY OF NEW YORK
AUGUST 18, 2006

WOHL & O'MARA, L.L.P.
CIVIL ENGINEERS AND LAND SURVEYORS
544 VANDERBILT AVENUE
S.I., N.Y. 10304 718-448-7456

SHEET 1 OF 4

APPENDIX B

PHOTOGRAPHS OF SITE ACTIVITIES – 2010

Photograph 1: Excavation (RMZ-A) for utility installation on the southwestern portion of Parcel 1.

Photograph 2: Excavation (RMZ-A) for utility installation on the southern portion of the site.

Photograph 3: Excavation for utility installation on the northern portion of Parcel 3.

Photograph 4: Air monitoring equipment at excavation for utility installation on the northwestern portion of Parcel 3.

Photograph 5: Utility installation in the northern portion of Parcel 3.

Photograph 6: Storm sewer installation in the northwestern portion of the site.

Photograph 7: Utility installation in the southern portion of the site.

Photograph 8: Underground utility tie-in connection to water main in 40th Road.

Photograph 9: Utility excavation on the western portion of Parcel 3.

Photograph 10: Utility excavation on the western portion of Parcel 3.

Photograph 11: Sewer installation excavation on the southern portion of Parcel 1.

Photograph 12: Sewer installation on the southern portion of Parcel 1.

Photograph 13: RMZ A soil stockpiling on the southwestern portion of the site.

Photograph 14: Preparing soil staging area on the western portion of the site.

Photograph 15: Soil stockpiles on the southwestern portion of the site.

Photograph 16: RMZ B stockpiling on the western portion of the site.

APPENDIX C
AGENCY CORRESPONDENCE

The City of New York

DEPARTMENT OF ENVIRONMENTAL PROTECTION
59-17 Junction Boulevard
Flushing, New York 11373

Emily Lloyd
Commissioner

Tel. (718) 595-6565
Fax (718) 595-3525
elloyd@dep.nyc.gov

Angela Licata
Deputy Commissioner

Bureau of Environmental Planning & Analysis

Tel. (718) 595-4398
Fax: (718) 595-4479
alicata@dep.nyc.gov

August 4, 2008

Derek Lee, R.A.
Queens Borough Commissioner
NYC Department of Buildings
120-55 Queens Boulevard
Kew Gardens, NY 11424

Re: **40-28 College Point Blvd. - Hazardous Materials & Noise "E" Designation**
Skyviewparc (A.K.A. Flushing Town Center), Phase I, East Building / Parcel 1
DOB Permit: 402191702-01
E-74: Block 5066, Lot 1, Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
DEP Project # 06 DEPTECH 257Q

131-07 40th Road - Hazardous Materials & Noise "E" Designation
Skyviewparc (A.K.A. Flushing Town Center), Phase A, East Building / Parcel 2
DOB Permit: 402191711-01-NB
E-74: Block 5066, Lot 100, Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
DEP Project # 06 DEPTECH 257Q

Dear Commissioner Lee:

The New York City Department of Environmental Protection, Bureau of Environmental Planning and Analysis (DEP) has reviewed the MUSS Development, LLC April 2008 Project Phasing Schedule for the above referenced site. Skyviewparc (also known as Flushing Town Center) is an approximately 3,313,452 gross square foot mixed-use development to be located on an approximately 13.5 acres of land in Flushing (Queens), New York. Skyviewparc consists of two buildings – East and West as well as a waterfront esplanade along the Flushing River. While the East Building consists of a four story podium (1 level parking and 3 levels retail), the top of the podium contains approximately 3 acres of rooftop amenities for the residential buildings, there are also three – twelve story residential towers, and a six story open parking structure, the West Building consists of a three story retail podium, and three twelve story residential towers. The phased Project is located on College Point Boulevard, between 40th Road and Roosevelt Avenue. The subject property has been designated with a Hazardous Materials and Noise "E" (E-74) by the New York City Department of City Planning as part of the Downtown Flushing Rezoning action (CEQR #95 DCP 052Q).

As a result of the subject site receiving a New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) NOTICE OF CERTIFICATE OF COMPLETION in December 2007 and the fact that NYSDEC Easements has been recorded for this site, DEP has determined that the NYSDEC BCP cleanup efforts and recorded easements supersede the Hazardous Materials "E" designation requirements for this site. The NYSDEC project/easement numbers for the site are BCP No. C241051 (Eastern Parcel 1) and Recording for Queens County as Document Number 2007000620191, dated 12-19-2007, BCP No. C241078 (Western Parcel 2) and Recording for Queens County as Document Number 2007000620190, dated 12-19-2007, and BCP No. C241079 (Western

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
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DIAL 311 Government Information and Services for NYC

Waterfront Parcel 3) and Recording for Queens County as Document Number 2007000620192, dated 12-19-2007. Upon review and approval of the Noise "E" P.E. or R.A. certified Installation Report at the completion of construction, a Final Notice of Satisfaction (FNOS) will be issued for the Hazardous Materials "E" designation since the NYSDEC BCP Certificates of Completion and Easement recordings supersede the Hazardous Materials "E" designation requirements for this site. With the exception of the pending FNOS, all Hazardous Materials "E" designation requirements for this project have been met.

As stated in DEP's previously issued August 3, 2006 Notice To Proceed, the applicant has demonstrated that window/wall attenuation of 35 dB(A) would allow the development to achieve an interior noise level of 45 dB(A). The applicant proposes to achieve the required attenuation by using windows consisting of a ¼" laminated glass inner lite, ¼" plate glass outer lite and a nominal airspace between these lites of 4.375", which would offer an OITC rating of 37. An alternate means of ventilation will be provided by roof-top mounted air conditioning units and Package Terminal Air Conditioner through wall units which will heat or cool the conditioned air from the roof top units. DEP has concluded that the applicant may proceed with construction, provided that an Installation Report, certified by a P.E. or Registered Architect is submitted by the applicant to DEP for review and approval following the completion of construction.

With the exception of DOB issuing a Certificate of Occupancy (CO) for this site at the completion of construction that would require DEP to issue a Hazardous Materials and Noise "E" Designation Notice of Satisfaction and/or Final Notice of Satisfaction, DEP has no objection to the issuance of any remaining permits (i.e., Temporary Certificate of Occupancy – TCO and Amended TCO's) by DOB that relate to this Phased development project.

Future correspondence and submittals should include the following tracking number **06DEPTECH257Q.** If you have any questions or comments, please feel free to contact Dan Cole at 718.595.4536 for Hazardous Materials or Mr. Wei Yu at 718.595.4350 for Noise "E" requirements.

Sincerely,

John Wuthenow
Director - Site Assessment

cc: G. Heath
D. Cole
M. Winter
S. Vafadari
W.Yu
File
Michael Brenner – MUSS Development, LLC
Kathleen Brunner – AKRF, Inc.
Marcus Simons – AKRF, Inc.

OFFICE OF ENVIRONMENTAL REMEDIATION
253 Broadway - 14th Floor
New York, New York 10007

Daniel Walsh, Ph.D.
Director
Tel: (212) 788-8841
Fax: (212) 788-2941

AMENDED NOTICE OF NO OBJECTION

(Pending TCO/Amended TCO Applications Related to Base Podium Retail & Parking Garage – only)

DOB Job Nos. 402191702-01 & 402191711-01-NB

January 21, 2010

Ira Gluckman, R.A.
Queens Borough Commissioner
NYC Department of Buildings
120-55 Queens Boulevard
Kew Gardens, NY 11424

Re: **40-28 College Point Blvd. - Hazardous Materials & Noise "E" Designation**
Skyviewparc (A.K.A. Flushing Town Center), Phase A, East Building / Parcel 1
DOB Permit: 402191702-01
E-74: Block 5066, Lot 1, Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
OER Project # 10EH-N194Q / DEP Project # 06 DEPTECH 257Q

131-07 40th Road - Hazardous Materials & Noise "E" Designation
Skyviewparc (A.K.A. Flushing Town Center), Phase B, West Building / Parcel 2
DOB Permit: 402191711-01-NB
E-74: Block 5066, Lot 100, Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
OER Project # 10EH-N194Q / DEP Project # 06 DEPTECH 257Q

Dear Commissioner Gluckman:

The New York City Office of Environmental Remediation (OER) has reviewed the MUSS Development, LLC April 2008 Project Phasing Schedule for the above referenced site. Skyviewparc (also known as Flushing Town Center) is a planned approximately 3,313,452 gross square foot mixed-use development on approximately 13.5 acres of land in Flushing (Queens), New York. Base podium retail "fit out's" are currently underway.

Skyviewparc consists of two buildings, East and West, as well as a waterfront esplanade along the Flushing River. The East Building consists of a four-story podium (1 parking level and 3 retail levels); the top of the podium contains approximately 3 acres of rooftop amenities for the residential buildings. There are three, twelve-story residential towers and a six-story open parking structure associated with the East Building. The West Building consists of a three-story retail podium and three, twelve-story residential towers. The subject property has been designated with a Hazardous Materials and Noise "E" (E-74) by the NYC Department of City Planning as part of the Downtown Flushing Rezoning action (CEQR #95 DCP 052Q).

COPY

OER has no objection to the issuance of a Temporary Certificate of Occupancy (TCO) or Amended TCO(s) by DOB as long as they relate to the retail base podium and parking garage (only). **This Amended Notice Of No Objection for TCOs or Amended TCOs does not apply to the six (6) residential towers situated on top of the base podium(s) and/or parking garage**. A Certificate of Occupancy (CO) for the entire site (retail and residential) should not be issued by DOB until OER has reviewed and approved a P.E./R.A. certified Noise Installation Report at the completion of construction and has issued a Notice Of Satisfaction to your department. All Hazardous Materials "E" designation requirements at this site have been met.

If you have any questions or comments, please contact me at 212.341.0964.

Sincerely,

Daniel L. Cole, P.G.
Bureau Chief, E - Designation Program

cc: D. Walsh, S. Chawla, M. Bertini, PMA – OER
Kathleen Brunner, AKRF – kbrunner@akrf.com
Jim Whelan, MUSS – jwhelan@muss.com
Mark Chertok, Sive, Paget & Riesel – mchertok@sprlaw.com

COPY

OFFICE OF ENVIRONMENTAL REMEDIATION
253 Broadway - 14th Floor
New York, New York 10007

Daniel Walsh, Ph.D.
Director
Tel: (212) 788-8841
Fax: (212) 788-2941

NOTICE OF SATISFACTION

Skyviewparc Tower 3

DOB Job No. 402191702 - 01 - NB

May 27, 2010

Ira Gluckman, R.A.
Queens Borough Commissioner
NYC Department of Buildings
120-55 Queens Boulevard
Kew Gardens, NY 11424

Re: **40-28 College Point Boulevard - Hazardous Materials & Noise "E" Designations**
Skyviewparc Tower 3, East Building (A.K.A. Flushing Town Center)
E-74: Block 5066, Lot 9002 (Former Lot 1), Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
OER Project # 10EH-N281Q / DEP Project # 06DEPTECH257Q

Dear Commissioner Gluckman:

The New York City Office of Environmental Remediation (OER) has reviewed the May 2010 Perkins Eastman Architects, PC Installation Report for the above referenced site. Skyviewparc (also known as Flushing Town Center) is a planned approximately 3,313,452 gross square foot mixed-use development on approximately 13.5 acres of land in Flushing (Queens), New York. Skyviewparc consists of two buildings, East and West, as well as a waterfront esplanade along the Flushing River. The East Building consists of a four-story podium (1 parking level and 3 retail levels); the top of the podium contains approximately 3 acres of rooftop amenities for the residential buildings. There are three, twelve-story residential towers and a six-story open parking structure associated with the East Building. **Skyviewparc Tower 3 is one of the three (3) residential towers associated with the East Building**. The subject property has been designated with a Hazardous Materials and Noise "E" (E-74) by the NYC Department of City Planning as part of the Downtown Flushing Rezoning action (CEQR #95 DCP 052Q).

Hazardous Material "E"

As previously stated in a DEP correspondence dated August 4, 2008 (See Attached), all Hazardous Materials "E" designation requirements have been met as a result of the issuance of a NYSDEC Brownfield Cleanup Program (BCP) "Notice of Certificate of Completion" in December 2007 as well as the recording of NYSDEC Easements that ensure long term Site Management of underlying residual impacts as well as NYSDEC implemented remedial mitigation requirements.

COPY

Noise "E"

OER has reviewed the May 2010 Installation Report prepared by Perkin Eastman Architects, PC. The Installation Report included a R.A. certified letter verifying compliance with all Noise "E" requirements as well as proofs of purchase and photographs of the windows and alternate means of ventilation installed in the residential spaces. Based upon review of the submitted documentation, OER has determined that the applicant has satisfied its commitments.

Conclusions

OER has no objection to the issuance of a Temporary Certificate of Occupancy (TCO) and/or Certificate of Occupancy (CO) by DOB as long as they relate to the residential space of Tower 3 (only). Although we have concluded that all Hazardous Materials and Noise "E" requirements have been satisfied for this project, our department recommends that the Hazardous Materials and Noise "E" designations remain on the subject site in case future excavation and/or project plans are altered requiring OER review/approval.

If you have any questions or comments, please contact me at 212.341.0964.

Sincerely,

Daniel L. Cole, P.G.
Bureau Chief, E - Designation Program

cc: D. Walsh, S. Chawla, M. Bertini, PMA-OER
Kathleen Brunner, AKRF – kbrunner@akrf.com
Michael Cinamon, MUSS – michaelc@muss.com
Mark Chertok, Sive, Paget & Riesel – mchertok@sprlaw.com

COPY

The City of New York

DEPARTMENT OF ENVIRONMENTAL PROTECTION

59-17 Junction Boulevard
Flushing, New York 11373

Emily Lloyd
Commissioner

Tel. (718) 595-6565
Fax (718) 595-3525
elloyd@dep.nyc.gov

Angela Licata
Deputy Commissioner

Bureau of Environmental Planning & Analysis

Tel. (718) 595-4398
Fax: (718) 595-4479
alicata@dep.nyc.gov

August 4, 2008

Derek Lee, R.A.
Queens Borough Commissioner
NYC Department of Buildings
120-55 Queens Boulevard
Kew Gardens, NY 11424

Re: **40-28 College Point Blvd. - Hazardous Materials & Noise "E" Designation**
Skyviewparc (A.K.A. Flushing Town Center), Phase I, East Building / Parcel 1
DOB Permit: 402191702-01
E-74: Block 5066, Lot 1, Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
DEP Project # 06 DEPTECH 257Q

131-07 40th Road - Hazardous Materials & Noise "E" Designation
Skyviewparc (A.K.A. Flushing Town Center), Phase A, East Building / Parcel 2
DOB Permit: 402191711-01-NB
E-74: Block 5066, Lot 100, Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
DEP Project # 06 DEPTECH 257Q

Dear Commissioner Lee:

The New York City Department of Environmental Protection, Bureau of Environmental Planning and Analysis (DEP) has reviewed the MUSS Development, LLC April 2008 Project Phasing Schedule for the above referenced site. Skyviewparc (also known as Flushing Town Center) is an approximately 3,313,452 gross square foot mixed-use development to be located on an approximately 13.5 acres of land in Flushing (Queens), New York. Skyviewparc consists of two buildings – East and West as well as a waterfront esplanade along the Flushing River. While the East Building consists of a four story podium (1 level parking and 3 levels retail), the top of the podium contains approximately 3 acres of rooftop amenities for the residential buildings, there are also three – twelve story residential towers, and a six story open parking structure, the West Building consists of a three story retail podium, and three twelve story residential towers. The phased Project is located on College Point Boulevard, between 40th Road and Roosevelt Avenue. The subject property has been designated with a Hazardous Materials and Noise "E" (E-74) by the New York City Department of City Planning as part of the Downtown Flushing Rezoning action (CEQR #95 DCP 052Q).

As a result of the subject site receiving a New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) NOTICE OF CERTIFICATE OF COMPLETION in December 2007 and the fact that NYSDEC Easements has been recorded for this site, DEP has determined that the NYSDEC BCP cleanup efforts and recorded easements supersede the Hazardous Materials "E" designation requirements for this site. The NYSDEC project/easement numbers for the site are BCP No. C241051 (Eastern Parcel 1) and Recording for Queens County as Document Number 2007000620191, dated 12-19-2007, BCP No. C241078 (Western Parcel 2) and Recording for Queens County as Document Number 2007000620190, dated 12-19-2007, and BCP No. C241079 (Western

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
www.nyc.gov/dep
DIAL 311 Government Information and Services for NYC

Waterfront Parcel 3) and Recording for Queens County as Document Number 2007000620192, dated 12-19-2007. Upon review and approval of the Noise "E" P.E. or R.A. certified Installation Report at the completion of construction, a Final Notice of Satisfaction (FNOS) will be issued for the Hazardous Materials "E" designation since the NYSDEC BCP Certificates of Completion and Easement recordings supersede the Hazardous Materials "E" designation requirements for this site. With the exception of the pending FNOS, all Hazardous Materials "E" designation requirements for this project have been met.

As stated in DEP's previously issued August 3, 2006 Notice To Proceed, the applicant has demonstrated that window/wall attenuation of 35 dB(A) would allow the development to achieve an interior noise level of 45 dB(A). The applicant proposes to achieve the required attenuation by using windows consisting of a ¼" laminated glass inner lite, ¼" plate glass outer lite and a nominal airspace between these lites of 4.375", which would offer an OITC rating of 37. An alternate means of ventilation will be provided by roof-top mounted air conditioning units and Package Terminal Air Conditioner through wall units which will heat or cool the conditioned air from the roof top units. DEP has concluded that the applicant may proceed with construction, provided that an Installation Report, certified by a P.E. or Registered Architect is submitted by the applicant to DEP for review and approval following the completion of construction.

With the exception of DOB issuing a Certificate of Occupancy (CO) for this site at the completion of construction that would require DEP to issue a Hazardous Materials and Noise "E" Designation Notice of Satisfaction and/or Final Notice of Satisfaction, DEP has no objection to the issuance of any remaining permits (i.e., Temporary Certificate of Occupancy – TCO and Amended TCO's) by DOB that relate to this Phased development project.

Future correspondence and submittals should include the following tracking number **06DEPTECH257Q.** If you have any questions or comments, please feel free to contact Dan Cole at 718.595.4536 for Hazardous Materials or Mr. Wei Yu at 718.595.4350 for Noise "E" requirements.

Sincerely,

John Wuthenow
Director - Site Assessment

cc: G. Heath
D. Cole
M. Winter
S. Vafadari
W.Yu
File
Michael Brenner – MUSS Development, LLC
Kathleen Brunner – AKRF, Inc.
Marcus Simons – AKRF, Inc.

OFFICE OF ENVIRONMENTAL REMEDIATION
253 Broadway - 14th Floor
New York, New York 10007

Daniel Walsh, Ph.D.
Director
Tel: (212) 788-8841
Fax: (212) 788-2941

NOTICE OF SATISFACTION

Skyviewparc Tower 1

DOB Job No. 402191702 - 01 - NB

October 22, 2010

Ira Gluckman, R.A.
Queens Borough Commissioner
NYC Department of Buildings
120-55 Queens Boulevard
Kew Gardens, NY 11424

Re: **40-28 College Point Boulevard - Hazardous Materials & Noise "E" Designation**
Skyviewparc Tower 1, East Building (A.K.A. Flushing Town Center)
E-74: Block 5066, Lot 9001 (Former Lot 1), Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
OER Project # 11EH-N058Q / DEP Project # 06DEPTECH257Q

Dear Commissioner Gluckman:

The New York City Office of Environmental Remediation (OER) has reviewed the October 2010 Perkins Eastman Architects, PC Installation Report for the above referenced site. Skyviewparc (also known as Flushing Town Center) is a planned approximately 3,313,452 gross square foot mixed-use development on approximately 13.5 acres of land in Flushing (Queens), New York. Skyviewparc consists of two buildings, East and West, as well as a waterfront esplanade along the Flushing River. The East Building consists of a four-story podium (1 parking level and 3 retail levels); the top of the podium contains approximately 3 acres of rooftop amenities for the residential buildings. There are three, twelve-story residential towers and a six-story open parking structure associated with the East Building. **Skyviewparc Tower 1 is one of the three (3) residential towers associated with the East Building**. The subject property has been designated with a Hazardous Materials and Noise "E" (E-74) by the NYC Department of City Planning as part of the Downtown Flushing Rezoning action (CEQR #95 DCP 052Q).

Hazardous Material "E"

As previously stated in a DEP correspondence dated August 4, 2008 (See Attached), all Hazardous Materials "E" designation requirements have been met as a result of the issuance of a NYSDEC Brownfield Cleanup Program (BCP) "Notice of Certificate of Completion" in December 2007 as well as the recording of NYSDEC Easements that ensure long term Site Management of underlying residual impacts as well as NYSDEC implemented remedial mitigation requirements.

COPY

Noise "E"

OER has reviewed the October 2010 Installation Report prepared by Perkin Eastman Architects, PC. The Installation Report included a R.A. certified letter verifying compliance with all Noise "E" requirements as well as proofs of purchase and photographs of the windows and alternate means of ventilation installed in the residential spaces. Based upon review of the submitted documentation, OER has determined that the applicant has satisfied its commitments.

Conclusions

OER has no objection to the issuance of a Temporary Certificate of Occupancy (TCO) and/or Certificate of Occupancy (CO) by DOB as long as they relate to the residential space of Tower 1 (only). Although we have concluded that all Hazardous Materials and Noise "E" requirements have been satisfied for this project, our department recommends that the Hazardous Materials and Noise "E" designations remain on the subject site in case future excavation and/or project plans are altered requiring OER review/approval.

If you have any questions or comments, please contact me at 212.341.0964.

Sincerely,

Daniel L. Cole, P.G.
Bureau Chief, E - Designation Program

cc: D. Walsh, S. Chawla, M. Bertini, PMA-OER
Kathleen Brunner, AKRF – kbrunner@akrf.com
Michael Cinamon, MUSS – michaelc@muss.com
Mark Chertok, Sive, Paget & Riesel – mchertok@sprlaw.com

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OFFICE OF ENVIRONMENTAL REMEDIATION
253 Broadway - 14th Floor
New York, New York 10007

Daniel Walsh, Ph.D.
Director
Tel: (212) 788-8841
Fax: (212) 788-2941

NOTICE OF SATISFACTION

Skyviewparc Tower 2

DOB Job No. 402191702 - 01 - NB

October 22, 2010

Ira Gluckman, R.A.
Queens Borough Commissioner
NYC Department of Buildings
120-55 Queens Boulevard
Kew Gardens, NY 11424

Re: **40-28 College Point Boulevard - Hazardous Materials & Noise "E" Designation**
Skyviewparc Tower 2, East Building (A.K.A. Flushing Town Center)
E-74: Block 5066, Lot 9001 (Former Lot 1), Flushing, Queens, CD 7
Downtown Flushing Rezoning – CEQR # 95 DCP 052Q
OER Project # 11EH-N059Q / DEP Project # 06DEPTECH257Q

Dear Commissioner Gluckman:

The New York City Office of Environmental Remediation (OER) has reviewed the October 2010 Perkins Eastman Architects, PC Installation Report for the above referenced site. Skyviewparc (also known as Flushing Town Center) is a planned approximately 3,313,452 gross square foot mixed-use development on approximately 13.5 acres of land in Flushing (Queens), New York. Skyviewparc consists of two buildings, East and West, as well as a waterfront esplanade along the Flushing River. The East Building consists of a four-story podium (1 parking level and 3 retail levels); the top of the podium contains approximately 3 acres of rooftop amenities for the residential buildings. There are three, twelve-story residential towers and a six-story open parking structure associated with the East Building. **Skyviewparc Tower 2 is one of the three (3) residential towers associated with the East Building**. The subject property has been designated with a Hazardous Materials and Noise "E" (E-74) by the NYC Department of City Planning as part of the Downtown Flushing Rezoning action (CEQR #95 DCP 052Q).

Hazardous Material "E"

As previously stated in a DEP correspondence dated August 4, 2008 (See Attached), all Hazardous Materials "E" designation requirements have been met as a result of the issuance of a NYSDEC Brownfield Cleanup Program (BCP) "Notice of Certificate of Completion" in December 2007 as well as the recording of NYSDEC Easements that ensure long term Site Management of underlying residual impacts as well as NYSDEC implemented remedial mitigation requirements.

COPY

Noise "E"

OER has reviewed the October 2010 Installation Report prepared by Perkin Eastman Architects, PC. The Installation Report included a R.A. certified letter verifying compliance with all Noise "E" requirements as well as proofs of purchase and photographs of the windows and alternate means of ventilation installed in the residential spaces. Based upon review of the submitted documentation, OER has determined that the applicant has satisfied its commitments.

Conclusions

OER has no objection to the issuance of a Temporary Certificate of Occupancy (TCO) and/or Certificate of Occupancy (CO) by DOB as long as they relate to the residential space of Tower 2 (only). Although we have concluded that all Hazardous Materials and Noise "E" requirements have been satisfied for this project, our department recommends that the Hazardous Materials and Noise "E" designations remain on the subject site in case future excavation and/or project plans are altered requiring OER review/approval.

If you have any questions or comments, please contact me at 212.341.0964.

Sincerely,

Daniel L. Cole, P.G.
Bureau Chief, E - Designation Program

cc: D. Walsh, S. Chawla, M. Bertini, PMA-OER
Kathleen Brunner, AKRF – kbrunner@akrf.com
Michael Cinamon, MUSS – michaelc@muss.com
Mark Chertok, Sive, Paget & Riesel – mchertok@sprlaw.com

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APPENDIX D

LABORATORY ANALYTICAL REPORTS (CD)

APPENDIX E

SOLID WASTE DISPOSAL DOCUMENTATION

DISPOSAL FACILITY APPROVAL LETTERS, FACILITY PERMITS, WASTE MANIFESTS (CD)

CLEANEARTH
treating the planet right

3201 South 61st Street
Philadelphia, PA 19153
T 215-724-5520
F 215-724-2939
www.cleanearthinc.com

19 May 2008

Mr. Rich Dyroff
Sarakem Corp.
15 Buell Street
Hanover, NH 03755

Re: CE Flushing, LLC
40-22 College Point Blvd
Flushing, NY 11354
Stockpiles 46, 47A, 47B, 47C

Dear Mr. Dyroff,

In regards to the above referenced historic fill, contaminated soil, 1800 tons of the material has been approved for acceptance in to Clean Earth of Philadelphia.

Processing of the soil for ultimate reuse will be performed under PADEP solid waste permit number 301220, issued to Clean Earth of Philadelphia.

Sincerely,

Dane M. Tanner
Clean Earth of Philadelphia
Laboratory Director/Approval manager

JON S. CORZINE
Governor

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid & Hazardous Waste Program
P.O. Box 414 401 East State Street
Trenton, New Jersey 08625-0414
Telephone: (609) 984-6985 Telecopier: (609) 633-9839
http://www.state.nj.us/dep/dshw

LISA P. JACKSON
Commissioner

March 7, 2007

Thomas J. Kushnir
General Manager
Clean Earth of Carteret, Inc.
24 Middlesex Avenue
Carteret, NJ 07008

Re: Renewal of a Class B Recycling Center General Approval
Clean Earth of Carteret, Inc.
Block 1, Lot 302
Borough of Carteret, Middlesex County
Facility ID No: 132310
Permit No.: CBG060003

Dear Mr. Kushnir:

Please be advised that the New Jersey Department of Environmental Protection, Solid and Hazardous Waste Program has reached a final determination to issue the Renewal of a Class B Recycling Center General Approval for the above referenced facility. Enclosed is a copy of the final document.

Should you wish to contest any of the conditions of the enclosed limited approval, you must file a request for an adjudicatory hearing within twenty (20) days of the date you receive this decision notice in accordance with the procedures found in N.J.A.C. 7:26A-3.14. A copy of the request should also be mailed to this office.

If you have any questions concerning this matter, please contact Frank Piliere of my staff at (609) 984-6985 or by email at frank.piliere@dep.state.nj.us.

Very truly yours,

Robert M. Confer
Chief
Bureau of Solid and Hazardous Waste Permitting

Enclosures
FP:BR06-3110
c: Rai Belonzi, Chief, Bureau of Compliance and Enforcement
Brian Petitt, Supervisor, Bureau of Compliance and Enforcement
Robert Confer, BSHWPS, Bureau Chief
Tom Byrne, BSHWPS, Acting Section Supervisor
David Papi, Director, Middlesex County CEHA Agent
Chris Sikorski, Middlesex Recycling Coordinator
Kathleen M. Barney, Borough of Carteret Municipal Clerk
Frank Piliere, Principal Environmental Engineer
Madeline Zollo, Compliance Plus Services, Inc.

JON S. CORZINE
Governor

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid & Hazardous Waste Program
P.O. Box 414 401 East State Street
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http://www.state.nj.us/dep/dshw

LISA P. JACKSON
Commissioner

RECYCLING CENTER GENERAL APPROVAL FOR CLASS B RECYCLABLE MATERIALS FOR PETROLEUM CONTAMINATED SOIL

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

Clean Earth of Carteret, Inc.

Facility Type:	Recycling Center for Class B Materials
Lot No.:	3.02
Block No.:	1
Municipality:	Borough of Carteret
County:	Middlesex
Facility Registration No.:	132310

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

March 7, 2007
Issuance Date

Robert M. Confer, Chief
Bureau of Solid & Hazardous Waste Permitting
Solid and Hazardous Waste Program

March 7, 2012
Expiration Date

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Class B Recyclable Material (petroleum contaminated soil and street sweepings) storage and process center by **Clean Earth of Carteret, Inc.** located in the Borough of Carteret, Middlesex County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Items 1 through 39 of this approval contain the general conditions applicable to all recycling centers. Items 40 through 89 of this approval contain the general operating requirements for all recycling centers that receive, store, process, or transfer Class B recyclable materials.

Facility Description

The recycling center is a Class B facility owned and operated by Clean Earth of Carteret, Inc. The recycling center is located at 24 Middlesex Avenue on Block 1, Lot 3.02, in Borough of Carteret, Middlesex County. This regional recycling center receives petroleum-contaminated soil from soil remediation contractors and street sweepings from municipalities. The recycling center is authorized to accept petroleum-contaminated soil and street sweepings Monday through Friday and to process petroleum contaminated soil Monday through Saturday. The recycling center is authorized to receive, process and transfer brick, block, stone, rock, and asphalt Monday through Saturday.

The recycling center is also utilized for finished product storage and equipment storage as shown on the site plan. The recycling center markets clean soil from the site.

March 2, 2007 - As part of the Renewal, this approval was modified to include a revised floor plan for the soil processing building and the use of cement kiln dust or lime as a drying agent for the treated soil.

September 16, 2003- This approval was modified to correct errors in Conditions 49, 73, 77, 78, and 82.

November 20, 2002 - This approval is being issued to transfer ownership of the former S.D.&G. Aggregates, Inc. approval to Clean Earth of Carteret.

'Approved General Approval Application and Associated Documents

The registrant shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq*., the conditions of this Approval, and the following documents:

a) Site plan: Sheets SP1 and A1, prepared by Leonard Busch Associates, signed and sealed by Leonard Busch, P.E., NJ License No. 9531, dated October 13, 2000.

b) S.D.&G. Aggregates, Inc., Application for Recycling Center General Approval, prepared by AJV Engineering, signed by Angelo J. Valetutto, P.E., dated March 1, 1996.

c) S.D.&G. Aggregates, Inc., Addendum to the March 1, 1996 recycling center application, prepared by AJV Engineering, signed by Angelo J. Valetutto, P.E., dated April 17, 1996.

d) S.D.&G. Aggregates, Inc., Submission of Middlesex County Board of Chosen Freeholders Solid Waste Plan Amendment Resolution, prepared by AJV Engineering, signed by Angelo J. Valetutto, P.E., dated August 16, 1996.

e) S.D.&G. Aggregates, Inc., Submission of Waterfront Development Permit, prepared by AJV Engineering, signed by Angelo J. Valetutto, P.E., dated September 3, 1996.

f) S.D.&G. Aggregates, Inc., Submittal of revised site plan and calculations, prepared by AJV Engineering, signed by Angelo J. Valetutto, P.E., dated November 14, 1996.

g) S.D.&G. Aggregates, Inc., Modification request, prepared by AJV Engineering, signed by Angelo J. Valetutto, P.E., dated February 12, 1997.

h) S.D.&G. Aggregates, Inc., Response to technical requirements for contaminated soils, prepared by S.D.&G. Aggregates, Inc., signed by Michael Goebner, President, Carteret Biocycle Corporation, dated October 23, 1997.

i) S.D.&G. Aggregates, Inc., Modification request, prepared by S.D.&G. Aggregates, Inc., signed by Michael Goebner, President, Carteret Biocycle Corporation, dated October 29, 1997.

j) S.D.&G. Aggregates, Inc., Submittal of new site plan, prepared by S.D.&G. Aggregates, Inc., signed by Michael Goebner, President, Carteret Biocycle Corporation, dated October 29, 1997.

k) S.D.&G. Aggregates, Inc., Request for modification of sampling requirements, signed by Michael Goebner, President, Carteret Biocycle Corporation, dated April 19, 1999.

l) S.D.&G. Aggregates, Inc., Request for modification of sampling requirements, signed by Michael Goebner, President, Carteret Biocycle Corporation, dated December 29, 1999.

m) S.D.&G. Aggregates, Inc., Request for acceptance of street sweepings, signed by Michael Goebner, President, Carteret Biocycle Corporation, dated March 15, 2000.

n) S.D.&G. Aggregates, Inc., Request for site plan modification, signed by Michael Goebner, President, Carteret Biocycle Corporation, dated October 24, 2000.

o) S.D.&G. Aggregates, Inc., Submittal of additional information, signed by Michael Goebner, President, Carteret Biocycle Corporation, dated April 19, 2001.

p) S.D.&G. Aggregates, Inc., Request for renewal, prepared and signed by Michael D. Logan, Vice President, Compliance Plus Services, dated October 17, 2001.

q) Clean Earth of Carteret, Request for transfer of ownership, prepared and signed by Michael D. Logan, Vice President, Compliance Plus Services, dated November 20, 2002.

r) Clean Earth of Carteret, Request for increase in daily capacity, prepared and signed by Michael Goebner, Vice President, dated January 2, 2003.

s) Clean Earth of Carteret, Submittal of signed transfer agreement, prepared and signed by Michael D. Logan, Vice President, Compliance Plus Services, dated May 22, 2003.

t) Clean Earth of Carteret, Submittal of county plan amendment, prepared and signed by Michael D. Logan, Vice President, Compliance Plus Services, dated May 30, 2003.

u) Clean Earth of Carteret, Request for corrections to approval, prepared and signed by Michael D. Logan, Vice President, Compliance Plus Services, dated August 25, 2003

v) Clean Earth of Carteret, Inc., Request for renewal, prepared and signed by Michael D. Logan, Vice President, Compliance Plus Services, dated September 28, 2006.

w) Plan entitled "Floor Plan of Existing Soil Processing Building", prepared by Leonard Busch, P.E., of Leonard Busch Associates, dated February 2, 2005 and last revised March 23, 2006.

x) Clean Earth of Carteret, Inc., Request to utilize cement kiln dust or lime as a drying agent to remove moisture from its treated soils, prepared and signed by Michael D. Logan, Vice President, Compliance Plus Services, dated December 27, 2006.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

CLEAN EARTH/CARTERET
132310 CBG060003 Class B Recycling Ctr General Apprv -Renewal
Requirements Report

Subject Item: PI 132310 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A-3.1(a)]

2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A-3.5(f)]

3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A-3.6(a)]

4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A-3.6(b)]

5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A-3.6(c)]

6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A-3.6(h)]

7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A-3.10(a)]

8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A-3.10(b)1]

9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18 or 3.19 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A-3.10(b)2]

Subject Item: PI 132310 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18 or 3.19. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A-3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A-3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Permitting and Technical Programs, P.O. Box 414, Trenton, New Jersey 08625-0414 [N.J.A.C. 7:26A-3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A-3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A-3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A-3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A-3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A-3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A-3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A-3.13(a)7]

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.11. [N.J.A.C. 7:26A-3.13(a)8]

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21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A-3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A-3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A-3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A-3.17(b)]

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31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A-3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A-3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by February 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A-4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A-4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-4.3(a)]

8. The right of entry specified at N.J.A.C. 7:26A-4.3(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-4.3(b)]

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39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1 [N.J.A.C. 7:26A-4]

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40. The preparedness and prevention plan and the contingency plan contained in the approved documents must be maintained on-site and updated as necessary. [N.J.A.C. 7:26A-3.5(e)]

41. Upon detection of a release of contaminants to the environment, the facility shall perform the following cleanup steps: stop the release, contain the released contaminants, clean up and manage properly the released contaminants and other materials and if necessary, repair or replace any leaking soil containment systems prior to returning them to service. [N.J.A.C. 7:26A-3.5(e)]

42. Upon closure of the facility the owner or operator shall remove or decontaminate petroleum contaminated soils, containment system components, and structures and equipment and manage them as hazardous waste, unless the materials are not hazardous waste under NJAC 7:26G-5. [N.J.A.C. 7:26A-3.5(e)]

43. All equipment and portions of the facility designated for the storage or processing of petroleum contaminated soils shall be visually inspected each operating day for integrity and leaks. [N.J.A.C. 7:26A-3.5(e)]

44. Records shall be maintained for all visual inspections. These records shall document that inspections were performed, any problems found, and the subsequent correction of such problems. All records shall be kept for a minimum of three years. [N.J.A.C. 7:26A-3.5(e)]

45. The facility shall keep a record of each shipment of petroleum contaminated soil accepted for processing. These records may take the form of a log, invoice, manifest, bill of lading or other shipping documents. All tracking records must be kept for a minimum of three years. Records for each shipment shall include the following information: the name and address of the transporter who delivered the soil to the facility, the name and address of the generator from whom the soil was sent, the NJDEP registration number of the transporter, EPA ID number (if applicable) of the generator, the quantity of soil accepted and the date of acceptance. [N.J.A.C. 7:26A-3.5(e)]

46. The facility shall maintain on-site a written operating record showing analysis records, tracking records, and summary reports of incidents requiring implementation of the contingency plan. This information shall be made available to Department personnel upon request and shall be kept for a minimum of three years. [N.J.A.C. 7:26A-3.5(e)]

47. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: NJDOT street sweepings (that meet NJ Non-Residential Direct Contact Soil Cleanup Criteria) and non-hazardous petroleum contaminated soils which otherwise would be ID 27 if not recycled. Only soil contaminated with the following compounds shall be accepted and processed at this facility: gasoline, kerosene, jet fuel, Numbers 1 through 6 fuel oil, and used oil. Used oil shall be defined as any oil that has been refined from crude oil, or any synthetic oil, that has been used and as a result of such use is contaminated by physical or chemical impurities. No soils may be accepted that have been contaminated with materials that are other waste materials, or waste by-products, such as sludges. No soils with free petroleum product or other liquids, as determined by USEPA SW-846, Method 9095, Chapter 6.0, shall be accepted at the facility. No hazardous waste, as defined by N.J.A.C. 7:26G-5, shall be accepted by the facility. [N.J.A.C. 7:26A-3.5(e)]

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48. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

49. The recycling center may not receive, store, process, or transfer source separated petroleum contaminated soils (ID 27) and NJDOT street sweepings with any other Class B recyclable materials. The commingling of petroleum contaminated soil and NJDOT street sweepings shall only be allowed after the testing requirements in Conditions 71-76 and 86-89 have been met. [N.J.A.C. 7:26A-3.5(e)]

50. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A-3.5(e)]

51. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

52. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents which are incorporated herein. [N.J.A.C. 7:26A-3.5(e)]

53. In case of conflict, the conditions of this approval shall have precedence over the general approval application documents listed above and the most recent revisions and supplemental information approved by the Department shall prevail over prior submittals and designs. [N.J.A.C. 7:26A-3.5(e)]

54. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]

55. Hours of operation for receiving the source separated recyclable material shall be limited to: 7:00 a.m. to 5:00 p.m., Monday through Friday and the hours of operation for storing, processing, and transferring the source separated recyclable material shall be limited to 7:00 a.m. to 1:00 a.m., Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. [N.J.A.C. 7:26A-3.5(e)]

56. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]

57. The recycling center may receive no more than 2,700 tons per day of the recyclable materials and may receive no more than 10,000 tons per week of the recyclable materials. This condition is contingent upon the traffic on the public roads adjacent to the faclity not being adversely affected. Should the traffic be impacted by the facility, the Department reserves the right to reduce the capacity of the facility. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG139162 - Class B Material

58. The total amount of unprocessed/processed Class B recyclable material stored in the "soil storage warehouse" shall not exceed 18,287 cubic yards. Materials stored in the "soil storage warehouse" shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawing. "Area D" on the approved site plan may be used to store either unprocessed or processed soils. However, unprocessed and processed soils shall not be stored in "Area D" at the same time. "Area E" on the approved site plan may be used for soil mixing prior to introducing the unprocessed soil to the processing equipment. "Area E" shall not be used for the storage of material. [N.J.A.C. 7:26A-3.5(e)]

59. If at any time, the amount of material stored inside the building exceeds 18,287 cubic yards, the recycling center shall immediately cease receiving any unprocessed material until the amount of material stored inside on-site falls below 18,287 cubic yards. [N.J.A.C. 7:26A-3.5(e)]

60. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.5(e)]

61. The total amount of processed Class B recyclable materials stored outside shall not exceed 31,674 cubic yards. Processed material shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawings. If at any time, the amount of processed material stored outside exceeds 31,674 cubic yards, the recycling center shall immediately cease processing activities until the amount of processed material falls below 31,674 cubic yards. [N.J.A.C. 7:26A-3.5(e)]

62. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3.5(e)]

63. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A-3.5(e)]

64. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers shall be set at the corners of the stockpile areas as depicted on the approved site plan. Vertical limitation markers shall be set at locations in close proximity of the stockpile areas and shall clearly establish elevation height of 18 feet above the existing grade for the stockpile areas located inside the building and 25 feet above the existing grade for the processed stockpile areas located outside. [N.J.A.C. 7:26A-3.5(e)]

65. Metal pipe or metal rods or the equivalent as approved by the Department shall be used to establish these control points. [N.J.A.C. 7:26A-3.5(e)]

66. Ingress and egress of the facility shall be restricted to Middlesex Avenue only. [N.J.A.C. 7:26A-3.5(e)]

67. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]

68. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and within twenty-four (24) hours report the incident to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG139162 - Class B Material

69. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to the Department's enforcement personnel. [N.J.A.C. 7:26A-3.5(e)]

70. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

71. The sampling plan, collection, preservation, and handling for the sampling and analysis of unprocessed contaminated soil as required in this Approval must be performed in accordance with the New Jersey Technical Requirements for Site Remediation at N.J.A.C. 7:26E and the latest edition of the New Jersey Department of Environmental Protection, Hazardous Waste Programs, Field Sampling Procedures Manual. The Technical Regulations may be purchased from West Publishing at (800) 808-WEST. The sampling manual may be purchased from: NJDEP Maps and Publications, P.O. Box 402, Trenton, N.J. 08625. All analysis must be performed by a New Jersey certified laboratory. [N.J.A.C. 7:26A-3.5(e)]

72. All soils must be tested using the most current approved test methodology in accordance with USEPA SW-846. [N.J.A.C. 7:26A-3.5(e)]

73. Petroleum contaminated soils shall be sampled either at the point of generation or at the recycling center. Soils from different generation sites shall be segregated at the facility until the sampling results are received. The sampling and analysis shall be implemented as follows: [N.J.A.C. 7:26A-3.5(e)]

74. Every 100 cubic yards of contaminated soil from each site shall be sampled and analyzed for TPH in the following manner a representative sample from every 20 cubic yards of contaminated soil shall be taken and these five samples shall be composited into one sample and analyzed. When the volume of soil is less than 100 cubic yards, a representative sample of every 20 cubic yards, or a fraction thereof, shall be taken and these samples shall be composited into one sample and analyzed. [N.J.A.C. 7:26A-3.5(e)]

75. Every 800 cubic yards of contaminated soil shall be sampled and analyzed for total volatile organic compounds (VOC), in the following manner a representative sample from every 100 cubic yards of contaminated soil shall be taken and these samples shall be composited into one sample and analyzed. When the volume of soil is less than 800 cubic yards, a representative sample of every 100 cubic yards, or fraction thereof, shall be taken and these samples shall be composited into one sample and analyzed. [N.J.A.C. 7:26A-3.5(e)]

76. The sampling results shall be used to determine the maximum contaminant feed rate or maximum contaminant concentration for the processing equipment in accordance with the Air Quality Permit and shall also demonstrate that the material is non-hazardous for the above contaminants in accordance with N.J.A.C. 7:26G-8.5. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG139162 - Class B Material

77. Processed material end products, for uses other than as landfill cover material or Department approved Brownfields projects, shall be sampled and analyzed for total petroleum hydrocarbons (TPH), total volatile organic compounds (VOC), and all contaminants listed in the New Jersey Soil Cleanup Criteria (SCC). The sampling procedure shall be implemented as follows: Every 100 cubic yards of processed soil shall be sampled and analyzed for the above contaminants in the following manner: a representative sample from every 20 cubic yards of processed soil shall be taken and these five samples shall be composited into one sample and analyzed. [N.J.A.C. 7:26A-3.5(e)]

78. Processed material end products to be used in road construction projects shall be sampled every 1,000 cubic yards for TPH and VOC in the following manner: a representative sample from every 100 cubic yards of processed soil shall be taken and the samples shall be composited into one sample and analyzed. [N.J.A.C. 7:26A-3.5(e)]

79. Other levels of testing may be allowed on a case-by-case basis as determined by use criteria in accordance with Department guidance and regulations. Applications for case-specific testing requirements must be made to the Bureau of Landfill & Recycling Management. [N.J.A.C. 7:26A-3.5(e)]

80. Only approved criteria shall be used to determine the allowable end use of the processed material and the maximum allowable contamination levels for use. [N.J.A.C. 7:26A-3.5(e)]

81. The maximum allowable contamination levels for unrestricted general use are 200 ppm TPH and all individual organic contaminants less than or equal to 50% and inorganic contaminants less than or equal to 75% of the most stringent direct contact soil cleanup criteria (SCC). [N.J.A.C. 7:26A-3.5(e)]

82. For soils being used as landfill cover material: the analytical requirements of the individual landfills shall be complied with. For soils being used as fill material in Brownfields projects, the requirements (including sampling frequency and analytical parameters) shall be approved by the individual Site Remediation Program case manager on a case-by-case basis. [N.J.A.C. 7:26A-3.5(e)]

83. Other levels of contamination may be allowed on a case-by-case basis as determined by use criteria and levels of contamination in accordance with Department guidance and regulations. Applications for case-specific Certificates of Authority to operate beneficial use projects pursuant to N.J.A.C. 7:26-1.7(g) must be made to the Bureau of Resource Recovery and Technical Programs before any use of the processed material end products. [N.J.A.C. 7:26A-3.5(e)]

84. Any processed material end products that do not meet the above criteria must be reintroduced to the treatment process for further treatment. After treatment, the processed material end products must be reanalyzed in accordance with the above criteria. [N.J.A.C. 7:26A-3.5(e)]

85. All analysis records must be kept for a minimum of three years and made available for inspection by state and local officials upon request. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG139339 - Class B Material

86. All sampling results shall be used to determine the maximum contaminant feed rate or maximum contaminant concentration for the processing equipment in accordance with the Air Quality Permit and shall also demonstrate that the material is non-hazardous for the above contaminants in accordance with N.J.A.C. 7:26G-5. [N.J.A.C. 7:26A-3]

Subject Item: RCBG139339 - Class B Material

87. Every 100 cubic yards of street sweepings from each site shall be sampled and analyzed for TPH in the following manner: a representative sample from every 20 cubic yards shall be taken and these five samples shall be composited into one sample and analyzed. When the volume is less than 100 cubic yards, a representative sample of every 20 cubic yards, or a fraction thereof, shall be taken and these samples shall be composited into one sample and analyzed. [N.J.A.C. 7:26A-3]

88. Unprocessed street sweepings shall be sampled either at the point of generation or at the recycling center. Street sweepings from different generation sites shall be segregated at the facility until the sampling results are received. The sampling and analysis shall be implemented as follows: [N.J.A.C. 7:26A-3]

89. Every 800 cubic yards of street sweepings shall be sampled and analyzed for total volatile organic compounds (VOC), in the following manner: a representative sample from every 100 cubic yards shall be taken and these samples shall be composited into one sample and analyzed. When the volume is less than 800 cubic yards, a representative sample of every 100 cubic yards, or fraction thereof, shall be taken and these samples shall be composited into one sample and analyzed. [N.J.A.C. 7:26A-3]

BUREAU OF WASTE MANAGEMENT

Permit
For
Solid Waste Disposal and/or Processing Facility
FORM NO. 8

Permit No. 301220
Date Issued April 24, 2000
Date Expired April 24, 2010

Under the provisions of the Pennsylvania Solid Waste Management Act of July 7, 1980, Act 97, a permit for a solid waste disposal and/or processing facility at (municipality) City of Philadelphia in the County of Philadelphia is granted to (applicant) Soil Remediation of Philadelphia, Inc. (address) 3201 South 61st Street, Philadelphia, PA 19153-3592.

This permit is applicable to the facility named as Soil Remediation of Philadelphia, Inc. and described as:

Latitude - 39°, 55', 16"

Longitude - 75°, 12', 52"

This permit is subject to modification, amendment and supplement by the Department of Environmental Protection and is further subject to revocation or suspension by the Department of Environmental Protection for any violation of the applicable laws or the rules and regulations adopted thereunder, for failure to comply in whole or in part with the conditions of this permit and the provisions set forth in the application No. 301220 which is made a part hereof, or for causing any condition inimical to the public health, safety or welfare.

See Attachment for waste limitations and/or special conditions

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

THIS PERMIT IS NON - TRANSFERABLE

Permit
For
Solid Waste Disposal and/or Processing Facility
FORM NO. 8

Permit No. 301220
Date Issued April 24, 2000
Date Expires April 24, 2010

1. This waste management permit is issued based upon application No. 301220, which was received in the Southeast Regional Office of the Department of Environmental Protection on November 17, 1996. This permit is for renewal and modification of the residual waste processing facility known as Soil Remediation of Philadelphia, Inc., located in the City of Philadelphia. Modifications include an expanded list of both waste to be processed and waste contaminants amenable to thermal remediation, the addition of an oily wastewater treatment process, increased processed and unprocessed waste storage piles, solid and liquid drum storage and processing areas, transfer operations for certain contaminated wastes, and provisions for the addition of various wastes and sludges to thermally remediated soil (pending separate general permit approval). This approved application consists of the following documents:

Form A received on November 7, 1996, resubmitted on January 11, 1999
Form B received on November 7, 1996, resubmitted on January 11, 1999
Form B1 received on November 7, 1996
Form HWC received on November 7, 1996, revised February 5, 1998, May 28, 1998, and May 19, 1999
Form D received on November 7, 1996, resubmitted on January 11, 1999
Form E received on November 7, 1996, resubmitted on January 11, 1999
Form G(A) received on November 7, 1996, resubmitted on January 11, 1999
Form I received on November 7, 1996, resubmitted on January 11, 1999
Form L and the PPC Plan received on November 7, 1996, revised February 5, 1998, January 11, 1999, and November 22, 1999
Form P received on November 7, 1996, revised April 17, 1998, February 5, 1998, May 28, 1998, January 11, 1999, December 6, 1999, and January 20, 2000
Form R received on November 7, 1996, revised April 17, 1998, February 5, 1998, May 28, 1998, January 11, 1999, December 6, 1999, and January 20, 2000
Form 5R received on November 7, 1996, resubmitted on January 11, 1999
Form 18R received on November 7, 1996
Form 23R received on November 7, 1996, resubmitted on January 11, 1999
Process Equipment Specifications received on November 7, 1996, resubmitted on January 11, 1999
Insurance Documentation received on June 22, 1998
Bonding Documentation received on November 7, 1996, revised April 17, 1998, February 5, 1998, and June 3, 1998

Permit
For
Solid Waste Disposal and/or Processing Facility
FORM NO. 8

Permit No. 301220
Date Issued April 24, 2000
Date Expires April 24, 2010

Drawing Numbers	Received Date	Revised Date
29390-D-006	November 7, 1996	January 20, 2000
29390-D-007	November 7, 1996	November 7, 1996
29390-D-010	November 7, 1996	June 22, 1998
29390-D-012	November 7, 1996	January 22, 1999
29390-D-013	November 7, 1996	January 22, 1999
29390-D-014	November 7, 1996	April 29, 1998
29390-D-015	November 7, 1996	June 22, 1998
29390-012-D	November 7, 1996	January 16, 1998

This approved application includes responses to the Department's review letters dated January 16, 1997, August 15, 1997, and November 9, 1998, received on April 17, 1997, February 5, 1998, and January 11, 1999, respectively, with additional information submitted on May 28, 1998, June 3, 1998, June 22, 1998, May 19, 1999, November 22, 1999, December 6, 1999, and January 20, 2000.

The contents of all the above listed documents are, hereby, incorporated in the permit as conditions with which the permittee must comply, except as they may be modified by the conditions of this permit.

2. Nothing in this permit shall be construed to supersede, amend, or authorize violation of, the provisions of any valid and applicable local law, ordinance, or regulation, provided that said local law, ordinance, or regulation is not pre-empted by the Pennsylvania Solid Waste Management Act, the Act of July 7, 1980, Act 97, 35 P.S. 6018.101, et seq.

3. As a condition of this permit, and of the permittee's authority to conduct the activities authorized by this permit, the permittee, hereby, authorizes and consents to allow authorized employees or agents of the Department, without advanced notice or a search warrant, upon presentation of appropriate credentials, and without delay, to have access to and to inspect all areas on which solid waste management activities are being or will be conducted. The authorization and consent shall include consent to collect samples of waste, water or gases, to take photographs, to perform measurements, surveys and other tests, to inspect any monitoring equipment, to inspect the methods of operation, and to inspect and/or copy documents, books or papers required by the Department to be maintained. This permit condition is referenced in accordance with Sections 608 and 610(7) of the Solid Waste Management Act, 35 P.S. Sections 6018.608 and 6018.610(7). This condition in no way limits any other powers granted under the Solid Waste Management Act.

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For
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4. This facility may not accept infectious waste, municipal sewage sludges, municipal waste incinerator ash, or categories of residual waste not approved in the permit application, unless the permit amendment application has been submitted and approved by the Department. This facility may not accept hazardous waste or municipal waste, except for those certain special handling wastes categories of municipal waste approved pursuant to this condition.

5. The permitted days and hours for acceptance of waste are to be Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturday 7:00 a.m. to 12:00 Noon. The facility's permitted days and hours of on-site operations are 24 hours per day, seven days per week, except as may be otherwise limited by Air Plan Approvals or permits issued by the City of Philadelphia's Air Management Services. Waste acceptance and/or operations may be extended due to extreme weather conditions in accordance with the following procedure. Prior to extending operations, justification for such an extension must be mailed or faxed to the Waste Management Program Manager or his designee. Written concurrence that the extension is justifiable needs to be received by the permittee from the manager, or his designee, before extended operations may be implemented. All other requests to extend operating hours must be requested in advance of need and be approved, in writing, in advance by the Department.

6. Upon written Department approval of the Phase I construction certification required pursuant to Condition 22, the facility may accept, for transfer operations and thermal processing, soils and other non-combustible solid materials that are contaminated with petroleum products (virgin and used) and non-petroleum hydrocarbons. For the purposes of this permit, materials are defined as the waste in which the contamination is present. The material itself may be a waste on its own, as a result of its subsequent contamination, or both. References to contaminated or processed material shall include both soil and other non-combustible solid material defined as follows, unless otherwise differentiated. Soil shall be limited to naturally occurring mineral grain and humus material directly removed from the earth's surface. Other non-combustible solid material shall be limited to sorbent media, filtration media, and casting sands, as described in Section 9.2 of Form P and Appendix A, Section A-3.2, of Form R. These other non-combustible solid materials, as defined above, are wastes and shall not be considered as, or characterized as, soil regardless of whether they contain soil or soil-like components.

Petroleum and non-petroleum contaminants (e.g., petroleum fuels; mineral oils; natural and synthetic waxes; oils, fats and fat products; petroleum-based solvents; coal and coal products) shall be limited to those described in Table 1 (wastes for treatment) and Sections 9.3 through 9.3.6 of Form P and Appendix A, Section A-3.3 through A-3.3.6 of Form R.

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Transfer operations, limited to soil and non-soil contaminated material as defined above, shall not commence until the Department has approved the Phase I construction certification discussed above. No other wastes, including soil amendments, wastes for beneficial use, or oil/water wastes, may be accepted for transfer operations. Direct shipments of waste from the site of origin to another permitted facility are subject to regulation under 25 Pa. Code Chapter 299, and are in no way authorized under this permit.

Contaminated soil, as described above, may be used as fill after thermal processing, provided the processed soil complies with Condition 20. Contaminated material other than soil, as described above, shall be segregated, at all times, from contaminated or processed soil and shall only be blended with soil for processing in accordance with approved blending procedures. Processed contaminated material other than soil, whether segregated from or blended with soil, shall not be used as fill unless such use is otherwise approved as a beneficial use by a general permit.

7. Incoming petroleum and non-petroleum hydrocarbon contaminated materials are to be segregated and stored (testing and pre-processing storage) in an area totaling 10,156 cubic yards, as indicated on Drawing Nos. 29390 012-D and 29390-D-012. Storage areas shall be marked or delineated to allow for visual identification of their permitted boundaries (length, width and height).

8. Soil amendment/sludge waste materials for use in the soil reuse program shall be segregated and stored inside the building in an area totaling 1,666 cubic yards, as indicated on Drawing Nos. 29390-012-D and 29390-D-012. Allowable wastes and processing are described in the Treated Soil Reuse Program and in Forms P and R, except that said wastes shall only be mixed, blended or otherwise added to processed soil (post thermal treatment) and shall not be mixed, blended or otherwise added to soil prior to thermal processing. No storage or processing of these wastes may occur unless: (1) storage and processing is also conducted pursuant to, and consistent with, a general permit for beneficial use/processing issued by the Department; and (2) the Phase I and II construction certification required pursuant to Condition 22 has been approved in writing by the Department. Upon receipt of a general permit, the permittee shall file a report with the Southeast Regional Office notifying the Department of its intentions regarding implementation of the general permit and comparing operations authorized by the general permit against those authorized by this permit. If the Department determines that an amendment to this or any other permit is required to implement the terms and conditions of the general permit, the permittee shall file the necessary application(s) and obtain the necessary amendment(s) prior to implementing, at this facility, the activities authorized by the general permit. Storage areas shall be marked or delineated to allow for visual identification of their permitted boundaries (length, width and height). Until used for storage of soil amendment/sludge wastes pursuant to a general permit, this area may be used to store hydrocarbon contaminated media approved under Condition 6.

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9. Processed materials are to be segregated and stored in an area totaling 10,000 cubic yards, as indicated on Drawing No. 293490-006. Adjacent to this area, reformulated top soils are to be stored in an area totaling 2,301 cubic yards; however, no storage of reformulated top soils may occur unless their processing and storage is also conducted pursuant to, and consistent with, a general permit for beneficial use/processing issued by the Department. Storage areas shall be marked or delineated to allow for visual identification of their permitted boundaries (length, width and height). Until used for storage of reformulated top soils pursuant to a general permit, this reformulated top soil storage area may be used to store processed media.

   Until Phase I construction certification required pursuant to Condition 22 has been submitted to, and approved by, the Department, the permittee shall confine processed material storage to the area indicated on Drawing No. 29390-D-007 (Existing Facility Layout) and shall be further limited to a storage capacity of no more than 4,725 cubic yards of processed soil in this area (Condition 10 of permit issued on July 2, 1992).

10. The operator shall inspect each load in accordance with its approved plan under Section 287.134 of the Residual Waste Regulations, to ensure compliance with that Section and Sections 293.201 and 297.201.

11. The operator shall maintain all analyses (pre-approval, pre-acceptance, post-treatment) of residual waste that is accepted under Section 287.134 of the Residual Waste Regulations on-site for a minimum of five years after the analyses are performed. These records must be made available to representatives of the Department upon request.

12. Daily operational records must be kept in a format outlined in Sections 293.251 and 297.261 of the Residual Waste Rules and Regulations. This must include the amount of contaminated material accepted for processing and transfer each day, processed each day, and added to the processed material storage pile each day; the amount of processed material transported off site each day; the type and amount of waste transferred each day; satisfactory written and analytical documentation demonstrating compliance with the post-process treatment requirements in Condition 20; and the number of waste transport vehicles entering and exiting the facility each day.

13. An annual operations report is to be submitted on or before June 30th of each year to the Department's Southeast Regional Office in accordance with the format outlined in Sections 293.252 and 297.262 of the Residual Waste Rules and Regulations. This must be accompanied by the annual permit administration fee.

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14. The maximum allowable concentration of hydrocarbons for incoming contaminated material may not exceed 30,000 mg/kg for volatile contaminants, and 400,000 mg/kg for semi-volatile contaminants. The API GC-FID Method for diesel range organics, expanded to C-44 must be utilized for total petroleum hydrocarbon testing (generator analysis). If the generator cannot obtain test results using the expanded method, the EPA 418.8 Method or the API-GC-FID Method for Diesel Range Organics must be utilized. For concentrations greater than 10,000 mg/kg, a Form U document must be submitted and be approved by the Department, in writing, prior to the acceptance of contaminated material having these concentrations from individual generators.

15. Acceptance limits for TOX concentrations for incoming contaminated material are to be 1,000 mg/kg. EPA Test Method No. 3540A/9020, within EPA Document No. SW-846, or an alternate method approved by the Department in writing, is to be utilized for testing incoming contaminated material for TOX concentrations.

16. EPA Test Method 3050/6010 or 7000, within EPA Document No. SW-846, or an alternate method approved by the Department in writing, is to be utilized to test incoming material for total metals concentrations.

17. EPA Method No. 5030A/8081, within an EPA Document No. SW-846, or an alternate method approved by the Department in writing, is to be utilized for testing incoming contaminated material for PCB concentrations.

18. No more than 122 waste hauling vehicles (processed and unprocessed, liquid and solid waste for processing or transfer operations) may enter and exit the facility each day. All waste hauling vehicles coming to this facility are to approach the facility from Passyunk Avenue going north on 61st Street. All waste hauling vehicles leaving the facility are to proceed south on 61st Street to Passyunk Avenue. A record of the number of waste hauling vehicles, including the type and estimated amount of waste being hauled, shall be kept as part of the daily operational record. Waste hauling vehicles entering the permitted area, whether for processing or transfer operations, shall be deemed to be received by the permittee for purposes of compliance with this permit. Any use of the terms "receipt," or receive or received in Forms P and R is limited to determining proper waste acceptance and management procedures and shall not be construed to limit the permittee's liability or responsibility regarding acceptance of waste at this facility.

19. Wastes and contaminated material, received at the facility, shall be analyzed for acceptance pursuant to the Waste Analysis Plan detailed in Form R, with the following additions:

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a. Each separate wastestream, as identified by a unique generator and/or residual waste code identification, prior to acceptance at the facility, shall have a representative sample analyzed for total metals, TCLP metals, TPH, TOX, PCBs, ignitability, corrosivity, radioactivity and reactivity. These analytical results are to be submitted to the Department on a quarterly basis. Re-occurring wastestreams shall be analyzed at a frequency of at least annually as described above, or shall be accompanied by a generator's certification attesting to the validity of the original analysis and stating that no change to the composition of the wastestream has occurred since the original analysis. Contaminated material from remediation of residential properties, Section 1.3.1.6 of Form R (virgin petroleum contaminated soils from residential properties, not to exceed 100 tons of contaminated soil per site), are excluded from this subcondition.

b. At a minimum frequency of once per month, the permittee shall subject a randomly selected wastestream to a complete analytical scan for total metals, TCLP (organics and inorganics), TPH, TOX, PCBs, ignitability, corrosivity, radioactivity and reactivity for purposes of quality control and verification of pre-approval testing and pre-acceptance screening procedures. The Department may, at its discretion, require that these analyses be conducted by a certified laboratory. These analytical results are to be submitted to the Department on a monthly basis for the first six months. Permittee may, upon completion of the first six months of testing, petition the Department to conduct the quality control and verification testing at a lesser frequency, subject to approved by the Department in writing.

20. Post-process testing shall be conducted on each production run as described in Section 1.5 of Form R. For the purposes of this permit, a production run is defined as the processing of a stable mix of waste under a fixed set of operating conditions. Post-process samples shall be collected after rehydration. Generator analysis may not be used to document total metal levels in the processed material for each production run. A minimum of one sample per hour, for each production run, shall be collected and the samples shall be analyzed in accordance with Section 1.5 of Form R. Hourly samples shall be composited and analyzed for each production run, if the run is less than one operating day (24-hour calendar day), or at the end of each operating day should the production run extend beyond a single operating day, whichever period is shorter. RCRA Metals in Table 9, Form R, shall equate to Post Process Total Metals in Table ATT2-1, Form R. Soil, non-combustible solid materials (materials), and soil/material blends shall be treated to levels necessary to allow these processed wastes to be used lawfully and consistent with applicable standards for the intended uses. The permittee shall, as part of its daily operational records, maintain adequate documentation to demonstrate compliance with this treatment requirement.

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21. A maximum of 250 drums of contaminated material (as defined in Condition 6) and a maximum of 250 drums of waste oil/water mixtures (Appendix A, Section A-3.3 of Form R) may be stored inside the storage building, as indicated on Drawing No. 29390-D-012.

22. Form 19R, Certification of Facility Construction Activity, must be submitted to the Solid Waste Manager in the Southeast Regional Office after this facility has been modified according to the approved plans. Said certification may be submitted in phases to cover phased construction of the proposed modifications as described in Attachment 1 of this permit. Operations related to facility modifications approved in this permit shall not be authorized until the required construction certification(s) for that phase has been submitted to, and approved by, the Department. Any modifications to the fire protection system required by the City Fire Marshall, shall be noted on the Phase I certification submission and shown on the as-built drawings submitted as part of the certification submission.

23. All references to steam cleaning operations have been withdrawn from the permit application.

24. The side streams of waste (plastic, wood demolition debris and stumps, metal demolition debris, large aggregates, and drums) unsuitable for thermal processing, after separation from the incoming contaminated media, shall be stored, either segregated or commingled, in the pre-processing storage area or in roll-offs, located as indicated on Drawing No. 29390-D-012, and disposed off site in a permitted landfill, or otherwise properly managed under the Solid Waste Management Act. Drums shall be managed in the drum storage/processing area inside the main building. All side stream wastes, other than drums, are to be incidental (less than 2 percent by volume per delivered load) to the waste streams received under the residual waste operations approved as part of this permit. The facility is not approved for receipt and processing of separate loads of construction/demolition waste (municipal waste).

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25. The facility is permitted to treat up to a maximum of 100 gallons per minute of waste oil/water mixtures (Appendix A, Section A-3.3 of Form R) under a separate oil/water treatment process. These mixtures shall consist of non-hazardous waste oils that are phase separated or emulsified in water. Oil/water separation technology shall be used to recover the waste oil for use as "on-specification waste oil fuel" (25 Pa. Code Section 266a.40(e)) in operating the thermal treatment unit, wastewater for rehydrating the soil to the desired moisture content, and separator waste solids amenable to treatment in the thermal unit. Waste acceptance testing shall be conducted on the oil fraction of the oil/water waste. Post-processing testing shall be conducted on each batch treatment storage tank (processed oil and processed wastewater) prior to use. Processed oil shall be tested for parameters in Table 7, Form R. Processed wastewater shall be tested for TPH, at a minimum. Permittee shall maintain adequate records to document the use of on-specification waste oil at this facility. PCB's levels in waste oils used as fuel for the thermal unit must be less than 2 ppm unless the permittee demonstrates compliance with the standards for burning used oil containing PCBs imposed by 40 C.F.R. 761.20(e) (relating to prohibitions for PCBs).

26. The oil/water separation process shall be located in the main building with storage tanks located in a separate containment area outside the main building. The storage tanks shall consist of a 30,000-gallon waste oil/water mixture storage tank, two 10,000-gallon processed waste oil storage tanks and two 8,000 gallon processed water storage tanks. This operation is depicted on Drawing No. 29390-D-012. Stormwater collected in the storage tank containment system shall be pumped to the oil/water separation process prior to discharge or reuse. Stormwater volumes shall be properly managed such that adequate secondary containment volume is maintained at all times in the tank containment system.

27. Processed material shall be rehydrated at all times. Under normal operating conditions, the processed wastewater from the oil/water separation process may be used to rehydrate the processed material to a desired moisture content. However, in the event excess processed water is generated and needs to be discharged to the sanitary sewer, it shall be discharged to the sanitary sewer, pursuant to approval obtained from the Philadelphia Water Department. Sampling performed to demonstrate compliance with Condition 20 shall be conducted after the rehydration of the processed material with the processed wastewater. Public water shall be utilized to rehydrate processed material in the event that processed wastewater is inadequate, unsuitable, or otherwise unavailable for purposes of rehydration.

28. Until the Phase III construction certification has been submitted to, and approved by, the Department, the permittee may not accept, store, or process waste oil/water mixtures pursuant to Condition 21, 25, and 26.

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Date Expires April 24, 2010

29. A mechanized street sweeper shall be utilized to clean the internal roadways, to minimize fugitive dust from vehicular traffic, at a minimum of twice per operating day.

30. Both processed and unprocessed waste shall be delivered, or removed, from the facility in enclosed or tarped vehicles to minimize particulate and VOC emissions, during transport to or from the facility.

31. Until the Phase I construction certification has been submitted to, and approved in writing by, the Department, the facility shall:

    a. operate in accordance with the existing facility layout as shown on Drawing No. 29390-D-007;

    b. be limited to acceptance, for thermal processing, of virgin fuel contaminated soils.

    While operating under the limitations of this condition, or as otherwise limited by other conditions contained in this permit, the facility shall comply with all other terms and conditions of this permit.

32. The collateral bond, dated June 2, 1998, between Soil Remediation of Philadelphia, Inc. and the Department in the amount of $596,337.90 is, hereby, approved as part of this permit. Prior to the completion of the Phase I improvements approved as part of this permit, permittee shall have in place an additional bond in the amount of $274,858.00, bringing the total bond amount to $871,195.90. Upon receipt of written notice from the Department, this bond will have to be updated within 90 days in accordance with Chapter 287 of the Residual Waste Regulations.

Re 30 (GJC99WM)87-8

CLEANEARTH

Manifest # 378416

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards
	TARE WEIGHT: ☐Tons ☐Yards
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Grais Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 816 AX 534 T

Driver: Juan Correa (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8989 Fax: (732) 541-8105

Ticket: 3070000097998

	Date	Time	Scale
In:	1/11/2010	08:37:04	Scale 1
Out:	1/11/2010	08:57:01	E.T.

Manifest: 370416
Vehicle ID: RAIN016

	Lbs	Tns
Gross:	82140	41.07
Tare:	25940	12.97
Net:	56200	28.10

Customer: MLGS DEVELOPMENT CORP

Facility Approval#: 0830070926

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	28.10	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	28.10	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: Juan

Facility: Walter Brunges

CLEANEARTH

Manifest # 078415

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greer Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 886 - AL 6395

Driver: Fernando Cadena SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8989 Fax: (732) 541-8105

Ticket: 307000090009

	Date	Time	Scale
In:	1/11/2010	08:44:15	Scale 1
Out:	1/11/2010	09:16:35	P.T.

	Lbs	Tns
Gross:	83940	41.97
Tare:	26000	13.00
Net:	57940	28.97

Manifest: 378415
Vehicle ID: RAIN006

Customer: RUSS DEVELOPMENT CORP

Facility Approval#: 0030070926

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	28.97	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	28.97	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Fernando

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 378413

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Gress Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL 6588 #2

Driver: ANGEL FRANCO SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 3070000090017

	Date	Time	Scale
In:	1/11/2010	08:55:14	Scale 1
Out:	1/11/2010	09:28:45	P.T.

	Lbs	Tns
Gross:	79760	39.88
Tare:	27500	13.75
Net:	52260	26.13

Manifest: 378413
Vehicle ID: RAIN02

Customer: RUSS DEVELOPMENT CORP

Facility Approval#: 0830700926

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	26.13	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	26.13	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Angel

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 378414

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☑ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greco Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 819 AK 5037 NJ

Driver: John Palacio (Type or Print Clearly) SW Haulers Permit #: NJ 586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-0909 Fax: (732) 541-8105

Ticket: 3070000090026

	Date	Time	Scale
In:	1/11/2010	08:58:33	Scale 1
Out:	1/11/2010	09:36:39	P.T.

	Lbs	Tns
Gross:	81700	40.85
Tare:	26640	13.32
Net:	55060	27.53

Manifest: 378414
Vehicle ID: RAIN819

Customer: RUSS DEVELOPMENT CORP

Facility Approval#: 0830709Z6

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	27.53	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	27.53	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
John

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 378412

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill - SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greg Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

#80

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL 599A

Driver: EWyllis ABreu SW Haulers Permit #: #80

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Ewyllis Abreu Date and Time: 1-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8309 Fax: (732) 541-8105

Ticket: 307000090035

	Date	Time	Scale
In:	1/11/2010	09:11:49	Scale 1
Out:	1/11/2010	09:52:06	P.T.

	Lbs	Tns
Gross:	84220	42.11
Tare:	27340	13.67
Net:	56880	28.44

Manifest: 378412
Vehicle ID: RAIN80

Customer: NJSS DEVELOPMENT CORP

Facility Approval#: 003070926

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	28.44	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	28.44	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Enyulis

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369747

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill - SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greis Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 886 - AL 6395

Driver: Fernando Cadenas SW Haulers Permit #: NJ 586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8309 Fax: (732) 541-8105

Ticket: 3070000080139

	Date	Time	Scale
In:	1/11/2010	12:10:04	Scale 1
Out:	1/11/2010	13:07:16	P.T.

	Lbs	Tns
Gross:	81400	40.70
Tare:	26000	13.00
Net:	55400	27.70

Manifest: 369747
Vehicle ID: RAIN686

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0030700926

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	27.70	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	27.70	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Drivers: _____
Fernando

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369743

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steven Greer Title: Agent for CE Flushing

Siguature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 816 AK 5347

Driver: Juan Correa SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-0909 Fax: (732) 541-8105

Ticket: 3070000098141

	Date	Time	Scale
In:	1/11/2010	12:20:28	Scale 1
Out:	1/11/2010	13:08:47	P.T.

Manifest: 369743
Vehicle ID: RAIN816

	Lbs	Tns
Gross:	83900	41.95
Tare:	25940	12.97
Net:	57960	28.98

Customer: MLSS DEVELOPMENT CORP

Facility Approval#: 0830709Z6

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	28.98	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	28.98	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Juan

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369744

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC	GROSS WEIGHT: ☐Tons ☐Yards	
40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill — SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greer Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL658B # 2

Driver: ANGEL FRANCO SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-6009 Fax: (732) 541-8105

Ticket: 307000090154

	Date	Time	Scale
In:	1/11/2010	12:41:20	Scale 1
Out:	1/11/2010	13:26:34	P.T.

Manifest: 369744
Vehicle ID: RAIN02

	Lbs	Tns
Gross:	85860	42.94
Tare:	27500	13.75
Net:	58360	29.19

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0030709Z6

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	29.19	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	29.19	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Angel

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369746

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards TARE WEIGHT: ☐Tons ☐Yards NET WEIGHT: ☐Tons ☐Yards
GENERATOR'S PHONE: Mike Brenner 718-263-3800	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greer Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

#80

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL 599A #599A

Driver: Enyulis Abreu SW Haulers Permit #: #80

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8989 Fax: (732) 541-8105

Ticket: 3070000938156

	Date	Time	Scale
In:	1/11/2010	12:44:01	Scale 1
Out:	1/11/2010	13:38:46	P.T.

Manifest: 369746
Vehicle ID: RAIN00

	Lbs	Tns
Gross:	76640	38.32
Tare:	27340	13.67
Net:	49300	24.65

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830700926

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	24.65	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	24.65	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Enyulis

Facility: _____
Walter Brunges

CLEAN EARTH

Manifest # 369745

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Groer Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 819 AK5032

Driver: John Palacio SW Haulers Permit #: NJ 580

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8900 Fax: (732) 541-8105

Ticket: 397000098160

	Date	Time	Scale
In:	1/11/2010	12:51:33	Scale 1
Out:	1/11/2010	13:45:01	P.T.

	Lbs	Tns
Gross:	83660	41.83
Tare:	26640	13.32
Net:	57020	28.51

Manifest: 369745
Vehicle ID: RAIN019

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830707926

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	28.51	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	28.51	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
John

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369748

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards TARE WEIGHT: ☐Tons ☐Yards NET WEIGHT: ☐Tons ☐Yards
GENERATOR'S PHONE: Mike Brenner 718-263-3800	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Green Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 816 AK534T

Driver: Juan Correa SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 307000090198

	Date	Time	Scale
In:	1/11/2010	15:34:32	Scale 1
Out:	1/11/2010	16:12:50	P.T.

Manifest: 369748
Vehicle ID: RAIN816

	Lbs	Tns
Gross:	88900	44.45
Tare:	25940	12.97
Net:	62960	31.48

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830709926

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	31.48	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	31.48	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Juan

Facility: _____
Walter Erunges

CLEANEARTH

Manifest # 369751

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC		
40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greis Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 886 AL6395

Driver: Fernando Cardenas (Type or Print Clearly) SW Haulers Permit #: NT586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 3070000903203

	Date	Time	Scale
In:	1/11/2010	15:52:30	Scale 1
Out:	1/11/2010	16:44:18	P.T.

	Lbs	Tns
Gross:	85420	42.71
Tare:	26000	13.00
Net:	59420	29.71

Manifest: 369751
Vehicle ID: RAIN806

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830709926

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	29.71	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	29.71	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Fernando

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369749

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards
	TARE WEIGHT: ☐Tons ☐Yards
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greer Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL656B #2

Driver: ANGEL FRANCO (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: WB Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8900 Fax: (732) 541-8105

Ticket: 3070000982005

	Date	Time	Scale
In:	1/11/2010	15:59:45	Scale 1
Out:	1/11/2010	16:45:40	P.T.

Manifest: 369749
Vehicle ID: RAIN02

	Lbs	Tns
Gross:	79760	39.88
Tare:	27500	13.75
Net:	52260	26.13

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0630700326
Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type-II	26.13	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	26.13	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Angel

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369750

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC		
40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Green Title: Agent for CE Flushing

Signature: Date and Time: 1/11/10

TRANSPORTER #80

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL599A

Driver: Enyulis Abreu (Type or Print Clearly) SW Haulers Permit #: #80 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8989 Fax: (732) 541-8105

Ticket: 307000098207

	Date	Time	Scale
In:	1/11/2010	16:12:31	Scale 1
Out:	1/11/2010	16:46:34	P.T.

Manifest: 369750
Vehicle ID: RAIN00

	Lbs	Tns
Gross:	85800	42.90
Tare:	27340	13.67
Net:	58460	29.23

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830709Z6

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	29.23	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	29.23	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Enyulis

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369752

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards
	TARE WEIGHT: ☐Tons ☐Yards
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-6T

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Grear Title: Agent for CE Flushing

Signature: [signature] Date and Time: 1/11/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 819 AK503 2

Driver: John Palacio SW Haulers Permit #: NJ 580

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 1/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 1/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 1/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8989 Fax: (732) 541-8105

Ticket: 3070000098209

	Date	Time	Scale
In:	1/11/2010	16:39:11	Scale 1
Out:	1/11/2010	16:47:24	P.T.

	Lbs	Tns
Gross:	89720	44.86
Tare:	26640	13.32
Net:	63080	31.54

Manifest: 369752
Vehicle ID: RAIN819

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830070926
Generator: CE Flushing LLC
Job Name: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	31.54	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	31.54	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
John

Facility: _____
Walter Brunges

CLEANEARTH

Manifest # 369687

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION SP-65 Urban Fill

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greens Title: Agent for CE Flushing

Signature: Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: (824) AK4574

Driver: Josa Flores (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Josa F. Date and Time: 1/7/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Josa F. Date and Time: 1/7/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: WB Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 307000097568

	Date	Time	Scale
In:	1/7/2010	08:29:37	Scale 1
Out:	1/7/2010	09:05:45	P.T.

	Lbs	Tns
Gross:	78560	39.28
Tare:	25600	12.80
Net:	52960	26.48

Manifest: 369687
Vehicle ID: RAIN824

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830709Z6

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	26.48	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	26.48	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Jose

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 359683

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Gyer Title: Agent for CE Flushing

Signature: Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 880 ALTRN

Driver: ALEXANDER SIERRA SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 01/07/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 01/07/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: WB Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 3070000097586

	Date	Time	Scale
In:	1/7/2010	08:41:12	Scale 1
Out:	1/7/2010	09:41:42	P.T.

	Lbs	Tns
Gross:	81680	40.84
Tare:	25100	12.55
Net:	56580	28.29

Manifest: 369683
Vehicle ID: RAIN000

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830070926

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	28.29	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	28.29	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Alexander

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 369684

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill - SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greco Title: Agent for CE Flushing

Signature: [signature] Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL 803R (881)

Driver: John Doe SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 1/7/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 1/7/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 307000097587

	Date	Time	Scale
In:	1/7/2010	08:42:09	Scale 1
Out:	1/7/2010	09:47:43	P.T.

Manifest: 369684
Vehicle ID: RAIN081

	Lbs	Tns
Gross:	79040	39.92
Tare:	26600	13.30
Net:	53240	26.62

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083070926
Generator: CE Flushing LLC
Job Name: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	26.62	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	26.62	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
John

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 369685

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd. Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill - SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Gress Title: Agent for CE Flushing

Signature: [signature] Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 823 AK661X

Driver: Andres Saboga SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 1/7/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 1/7/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: WB Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 3070000097590

	Date	Time	Scale
In:	1/7/2010	08:49:29	Scale 1
Out:	1/7/2010	10:09:59	P.T.

	Lbs	Tns
Gross:	82300	41.15
Tare:	26000	13.00
Net:	56300	28.15

Manifest: 369685
Vehicle ID: RAIN823

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083070926
Generator: CE Flushing LLC
Job Name: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	28.15	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	28.15	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Andres

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 369686

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill - SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Green Title: Agent for CE Flushing

Signature: Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 929 / AL7305

Driver: Jaime Molina. SW Haulers Permit #: NJ 596

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/07/09.

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/07/09.

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 307000097592

	Date	Time	Scale
In:	1/7/2010	08:53:42	Scale 1
Out:	1/7/2010	10:30:47	P.T.

	Lbs	Tns
Gross:	84180	42.09
Tare:	26600	13.30
Net:	57580	28.79

Manifest: 369686
Vehicle ID: RAIN828

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083070926

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	28.79	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	28.79	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Jaime

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 369668

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-GF

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greer Title: Agent for CE Flushing

Signature: Date and Time: 1/7/2010

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: (824) AK457X

Driver: Jose Flores (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Jose F. Date and Time: 1/7/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Jose F. Date and Time: 1/7/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 307000097641

	Date	Time	Scale
In:	1/7/2010	12:54:08	Scale 1
Out:	1/7/2010	14:44:11	P.T.

Manifest: 869668
Vehicle ID: RAIN824

	Lbs	Tns
Gross:	84180	42.09
Tare:	25600	12.80
Net:	58580	29.29

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083070926
Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	29.29	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	29.29	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Jose

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 369672

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION urban Fill - SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greis Title: Agent for CE Flushing

Signature: Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 880 AL-778N

Driver: ALEXANDER SIERRA (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 01/07/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 01/07/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: (WB) Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 3070000097647

	Date	Time	Scale
In:	1/7/2010	13:17:20	Scale 1
Out:	1/7/2010	15:22:40	P.T.

Manifest: 369672
Vehicle ID: RAIN000

	Lbs	Tns
Gross:	84680	42.34
Tare:	25100	12.55
Net:	59580	29.79

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0030707926

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	29.79	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	29.79	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Alexander

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 369671

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill - SD-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Grens Title: Agent for CE Flushing

Signature: [signature] Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL 803R (881)

Driver: John Gatto SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 1/7/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 1/7/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 307000097648

	Date	Time	Scale
In:	1/7/2010	13:30:18	Scale 1
Out:	1/7/2010	15:23:07	P.T.

	Lbs	Tns
Gross:	85360	42.68
Tare:	26600	13.30
Net:	58760	29.38

Manifest: 369671
Vehicle ID: RAIN881

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0030709Z6

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	29.38	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	29.38	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
John

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 369670

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greens Title: Agent for CE Flushing

Signature: Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 823 AK661X

Driver: Andres Saboyal SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/7/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/7/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 3070000097650

	Date	Time	Scale
In:	1/7/2010	13:34:01	Scale 1
Out:	1/7/2010	15:33:01	P.T.

Manifest: 369670
Vehicle ID: RAIN823

	Lbs	Tns
Gross:	86280	43.14
Tare:	26000	13.00
Net:	60280	30.14

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 0830709Z6

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	30.14	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	30.14	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Andres

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 369669

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other
_____
_____
_____

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Gvens Title: Agent for CE Flushing

Signature: _____ Date and Time: 1/7/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 828 / AL730J

Driver: _____ SW Haulers Permit #: NJ 556.

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: _____ Date and Time: 1/7/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: _____ Date and Time: 1/7/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: WB Date and Time: 1/7/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8909 Fax: (732) 541-8105

Ticket: 3070000097653

	Date	Time	Scale
In:	1/7/2010	13:44:54	Scale 1
Out:	1/7/2010	15:45:04	P.T.

	Lbs	Tns
Gross:	89580	44.79
Tare:	26600	13.30
Net:	62980	31.49

Manifest: 369669
Vehicle ID: RAIN828

Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083070926

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	31.49	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	31.49	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____
Jaime

Facility: _____
Lukasz Ceglarek

CLEANEARTH

Manifest # 408374

GLOBAL JOB NUMBER: 105041 FACILITY APPROVAL NUMBER: 083070926

Please Check One:

X
- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: X Tons ☐ Yards	
CE Flushing 40-22 College Point Boulevard Flushing, NY 11354	TARE WEIGHT: ☐ Tons ☐ Yards	
GENERATOR'S PHONE: 718-263-3800	NET WEIGHT: ☐ Tons ☐ Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 740

TRANSPORTER

Company: GREENWOOD 2 INC. Phone Number:

Address: LEONIA, NJ Truck # and License Plate: # 817 AM23 M NJ

Driver: J. AGNELO. SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time:

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8989 Fax: (732) 541-8105

Ticket: 307000121004

	Date	Time	Scale
In:	6/11/2010	09:13:48	Scale 1
Out:	6/11/2010	09:43:49	P.T.

	Lbs	Tns
Gross:	90160	45.08
Tare:	27540	13.77
Net:	62620	31.31

Manifest: 408374
Vehicle ID: RAIN817

Customer: MJSS DEVELOPMENT CORP

Facility Approval#: 0030709Z6
Generator: CE Flushing LLC
Job Name: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	31.31	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	31.31	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____ Facility: _____

CLEANEARTH

Manifest # 408377

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

X
- ☒ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☐ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒Tons ☐Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MAT OLESKE AS AGENT FOR CE FLUSHING Title: ENV ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 800

TRANSPORTER

Company: GREENWOOD Phone Number:

Address: LEDGEWOOD NJ Truck # and License Plate: AM-489A (NJ) / #206

Driver: ESLY PALACIO (Type or Print Clearly) SW Haulers Permit #: NJ-586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-11-10.

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6-11-10.

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: (MB) Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-4989 Fax: (732) 541-8165

Ticket: 307093121609

	Date	Time	Scale
In:	6/11/2010	09:26:08	Scale 1
Out:	6/11/2010	09:53:19	P.T.

	Lbs	Tns
Gross:	89080	44.64
Tare:	26180	13.09
Net:	63180	31.55

Manifest: 40A377
Vehicle ID: R01H986

Customer: NUSS DEVELOPMENT CORP

Facility Approval#: 9038709366

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment: Type II	31.55	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	31.55	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comments:

Driver: _____ Facility: _____

CLEANEARTH

Manifest # 408375

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

X

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing** **40-22 College Point Boulevard** **Flushing, NY 11354**	GROSS WEIGHT: X ☐Tons ☐Yards
	TARE WEIGHT: ☐Tons ☐Yards
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐Tons ☐Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 8'15

TRANSPORTER

Company: Greenwood II Phone Number:

Address: Hedgewood NJ Truck # and License Plate: AL 5582 201

Driver: HUGO ROJAS (Type or Print Clearly) SW Haulers Permit #: NJ-586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Hugo Rojas Date and Time: 6-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Hugo Rojas Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Phone (732) 541-4939 Fax (732) 541-0185

Manifest: 4863[illegible]
Vehicle ID: MC[illegible]

Customer: [illegible]

Generator: CT Plumbing LLC
Generator: [illegible]
Forest Hills, NY [illegible]

Ticket: [illegible]

	Order	Time	Gross
In:	6/11/2018	[illegible]	Scale 3
Out:	6/11/2018	[illegible]	[illegible]

	Lbs	Tns
Gross:	54160	27.08
Tare:	26420	13.21
Nets:	27740	13.87

Facility Approved: [illegible]
Job Name: CT Plumbing LLC
Job Address: 69-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity Unit
Origin:	Soil Treatment Type 37	26.49 Ton
	Contamination Type: [illegible]	
	Treatment Type: Non	
	Non Waste Codes: NT DEF 30 07	
Origin:	Industrial Transportation	26.49 Ton
	Contamination Type: Not Applicable	
	Container Type: Not Applicable	
	Haz Waste Codes: Not Applicable	

Comments:

Driver's _____ Facility _____

CLEANEARTH

Manifest # 408381

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: [X] Tons [ ] Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: [ ] Tons [ ] Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: [ ] Tons [ ] Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 8:20

TRANSPORTER

Company: RAINBOW LR. Phone Number:

Address: 123 HOWARD BLV Truck # and License Plate: AM-285R(NJ) / #871

Driver: JUAN C. SANCHEZ SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 06-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 06-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Phone (732) 541-4069 Fax: (732) 541-8345

Manifest: 666341
Vehicle ID: NJH837

Customer: M&M Transportation

Generator: CT Industries LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Transfer: 3647660/2/1/1
Date Time Route
Tue 5/15/2018 08:27:36 Scale 1
Date 5/15/2018 08:25:00 P.T.

Tare Net
Gross: 80,760 62,180
Tare: 18,580 [illegible]
Net: 62,180 [illegible]

Facility: M&M Transportation
Sub Hauler: M&M Transportation LLC
Sub Address: 24 Middlesex Ave, Carteret, NJ 07008

Origin	Material Data & Services	Quantity	Unit
Queens	Soil Treatment - Type 11	62.26	Ton
	Contaminants Types: P-Oil		
	Treatment Types: Bio		
	Haz Waste Codes: ND UNS 10 04		
Queens	Inbound Transportation	62.26	Ton
	Contaminants Types: Non Applicable		
	Treatments Types: Non Applicable		
	Haz Waste Codes: N/A Applicable		

Comments:

Drivers: _____ Facility: _____

CLEANEARTH

Manifest # 408380

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: [X] Tons [ ] Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: [ ] Tons [ ] Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: [ ] Tons [ ] Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESICE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 825

TRANSPORTER

Company: GREENWOOD 2 Phone Number:

Address: Inwood NJ Truck # and License Plate: AM-876P (NJ) / #200

Driver: [signature] SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/11/10

GENERATOR

Bank Bank of California
P.O. Middletown (NY)
Maryland, MD 07666
Ofc: (732) 941-0393 Fax: (732) 941-0195

Name/Code: [illegible]
Vehicle ID: [illegible]

Customer: [illegible]

Consignee: CC Trucking LLC
Ship Address: 120 W Delavan Blvd
Fond du Lac, WI 54935

Origin

Queens

Queens

Quantity: [illegible]
Date Time Schedule
Pick 6/11/2018 10:30:00 Scheduled
Date 6/11/2018 10:00:00 PM

Line Tm
Pieces [illegible] 42.50
Temp [illegible] 13.12
Date [illegible] 29.91

Delivery Appointment: [illegible]
Job Name: CC Trucking LLC
Job Address: 89 32 Parkhead Rd, Bldg
Fond du Lac, WI 54935

Quantity Unit

23.91 Tm

29.41 Tm

Materials & Services

Cost Treatment Type 1

Contamination Types: [illegible]
Treatment Types: Pipe
Fee Waiver Codes: NF OFF ID 77
Inbound Transportation

Contamination Types: Not Applicable
Treatment Types: Not Applicable
Fee Waiver Codes: Not Applicable

Comments

Driver: _____

Facility: _____

CLEANEARTH

Manifest # 408376

GLOBAL JOB NUMBER: 105041 FACILITY APPROVAL NUMBER: 083070926

Please Check One:

X
☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐ Tons ☐ Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE : SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 845

TRANSPORTER

Company: RAINBOW CORP Phone Number:

Address: 167 STEPHENS ST RD Truck # and License Plate: AL-774N(NJ) / #878

Driver: MIKE SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/11/10

GENERATOR

Work Order Number:

Clean Earth of Carteret
254 Middlesex Avenue
Carteret, NJ 07008
Phone: (732) 541-8500 Fax: (732) 541-8105

Report Date:
Purchase Order:

Customer ID:

Generator:
Site Reference:
Project Name:

Origin:

Process:

Process:

Comments:

Drivers:

Material:

	Date	Time	Scale
In:	5/11/2018	08:41:16	
Out:	5/11/2018	16:55:36	

	Lbs	Tns
Gross:		
Tare:		
Net:		

Facility Coordinator:
Job Number:
Job Address:

Quantity Dump

Facility:

CLEANEARTH

Manifest # 408379

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:
CE Flushing
40-22 College Point Boulevard
Flushing, NY 11354

GENERATOR'S PHONE: **718-263-3800**

GROSS WEIGHT: [X] Tons [ ] Yards

TARE WEIGHT: [ ] Tons [ ] Yards

NET WEIGHT: [ ] Tons [ ] Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 835

TRANSPORTER

Company: Greenwood

Address: 102 LANDING RD. LANDING NJ, 07850

Driver: David Francin
(Type or Print Clearly)

Phone Number:

Truck # and License Plate: 869 AM193E

SW Haulers Permit #: NJ-586
(applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
(24 Middlesex Avenue)
Carteret, NJ 07008
(908) 541-8989 Fax: (732) 541-0155

Ticket: 2023051200002

	Date	Time	Scale
In:	5/12/2023	12:25:20	Scale 1
Out:	5/12/2023	12:45:02	P.T.

	Tare	Tare
Driver:	0.0000	20.62
Truck:	7560.00	14.26
Net:	7560.00	34.88

Purchase Order: 0000079
Vehicle ID: 5011956

Customer: NEWS OF MIDDLESEX LLC

Destination: 20 Industrial Ave
Carteret, NJ 07008

Transfer Station: 0000000000
Job Number: CL Carteret - 1.0
Job Reference: 40' RO Container #5 - Wood
Carteret, NJ 07008

Origin: Material: C & Services: Quantity: Unit

Payment: Base Treatment Type: 13 20.00 Ton

Contaminants Type: 1 Ton
Treatment Type: Mulch
Per Ton/Ea Rate: $0.00/T
Surcharge: Federal Transportation 20.62 Ton
Contaminants Type: Not Applicable
Treatment Type: Not Applicable
Per Ton/Ea Rate: Not Applicable

Comments:

Drivers _____ Facilities _____

CLEANEARTH

Manifest # 408378

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: [X] Tons [ ] Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: [ ] Tons [ ] Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: [ ] Tons [ ] Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 1130

TRANSPORTER

Company: GREENWOOD 2 INC. Phone Number:

Address: LEDGEWOOD, NJ Truck # and License Plate: AM-231M (NJ) / #817

Driver: J. MCNDELO SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time:

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Phs (732) 541-8989 - Fax: (732) 541-0165

Manifest: 400278
Vehicle ID: NJ1n617

Customer: [illegible]

Generator: CF Plumbing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Origin

Queens

Soil Treatment Type 1

Contaminate Types: 2 (c)1
Treatment Type: Bio
Fac Waste Code: NJ DEP: [illegible]

Queens

Thermal Treatment

Contaminate Types: Non-Hydrocarbon
Treatment Type: Non-applicable
Fac Waste Code: N/A Applicable

Comments:

Drivers: _____

Ticket: 567[illegible]

	Date	Time	Scale
In:	6/11/2018	13:38:14	Scale 1
Out:	6/11/2018	13:58:24	T.T.

	Lbs	Tns
Gross:	58660	29.33
Tare:	22540	11.27
Net:	36120	18.06

Facility Approvals: [illegible]
Job Name: CF Plumbing LLC
Job Address: 69-23 College Pt. Blvd
Flushing, NY 11354

Quantity Unit

18.06 Tns

18.06 Tns

Facility: _____

CLEANEARTH

Manifest # 408396

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐ Tons ☐ Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 1145

TRANSPORTER

Company: GREENWOOD Phone Number:

Address: LEDGEWOOD NJ. Truck # and License Plate: AM-489A(NJ) /#206

Driver: Ely Palacio SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: (WB) Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
[illegible]
Carteret, NJ 07008
Ph: (732) 541-4969 Fax: (732) 541-4185

Ticket: [illegible]

	Date	Time	Scale
In:	6/11/2018	13:08:43	Scale 1
Out:	6/11/2018	14:03:04	L.T.

	Lbs	Tns
Gross:	70560	35.28
Tare:	26140	13.07
Net:	44420	22.14

Manifest: [illegible]
Vehicle ID: [illegible]

Customer: [illegible]

Generator: CC Recycling LLC
Destination: 1185-49 Rahway Road
Linden, NJ 07036

PO: [illegible]
Your Name: CC Recycling LLC
Your Address: 49-57 College Pl, Edison
Flushing, NY 11354

Origin	Materials & Services	Quantity Unit
Outbound	Soil Treatment Type II	35.28 Ton
	Contaminants Types (2 Qty)	
	Treatments Types Bio	
	Post Waste Codes NJ 013 to 27	
Outbound	Inbound Transportation	35.28 Ton
	Contaminants Types Not Applicable	
	Treatment Types Not Applicable	
	Post Waste Codes Not Applicable	

Comments:

Drivers: _____

Facility: _____

CLEANEARTH

Manifest # 408395

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: [X] Tons [ ] Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: [ ] Tons [ ] Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: [ ] Tons [ ] Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESICE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 1155

TRANSPORTER

Company: Greenwood II Phone Number:

Address: Edgewood NY Truck # and License Plate: AL 5582 201

Driver: Hugo Rojas SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Hugo Rojas Date and Time: 6-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Hugo Rojas Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/11/10

GENERATOR

Driver's _____ Facilities _____

CLEANEARTH

Manifest # 408394

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: [X] Tons [ ] Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: [ ] Tons [ ] Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: [ ] Tons [ ] Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 1215

TRANSPORTER

Company: RAINBOW JR. Phone Number:

Address: 123 HOWARD BLV Truck # and License Plate: AM-285B (NJ) / #871

Driver: JUAN C. SANCHEZ. SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 06-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 06-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
23 Middlesex Avenue
Carteret, NJ 07008
Phone: (732) 541-8550 Fax: (732) 541-8540

Transfer: 3970091211137

	Date	Time	Grade
Tare:	5/11/2016	14:19:57	Scale 1
Gross:	5/11/2016	14:58:37	C.T.

	Lbs	Tns
Gross:	57,720	28.86
Tare:	32,260	16.13
Net:	25,460	12.73

Permit #: 49538
Vehicle ID: 0010672

Customer: 1555 DEPARTMENT 1360

Facility Approval #: 0530270555
Generator: DF Plumbing LLC
Gen Address: 1700 Westwood Blvd
Secaucus, NJ 07094

Job Name: DF Plumbing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity Unit
Waste	Solid Treatment Type: M	25.46 Ton
	Containerized Type: F Ind	
	Treatment Type: Dis	
	Haz Waste Codes: NJ D99 ID 27	
Service	Intermodal Transportation	25.46 Ton
	Containerized Type: Non Applicable	
	Treatment Type: Non Applicable	
	Haz Waste Codes: Non Applicable	

Comments:

Drivers: _____ Verified by: _____

CLEANEARTH

Manifest # 408392

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other _____
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:
CE Flushing
40-22 College Point Boulevard
Flushing, NY 11354

GENERATOR'S PHONE: **718-263-3800**

GROSS WEIGHT: [X] Tons [ ] Yards

TARE WEIGHT: [ ] Tons [ ] Yards

NET WEIGHT: [ ] Tons [ ] Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 12:30

TRANSPORTER

Company: RAINBOW CORP Phone Number:

Address: 167 STEPHENS PIC RD Truck # and License Plate: AL-774N(NJ) /# 878

Driver: MIKY SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ofc: (732) 541-8000 Fax: (732) 541-8165

Manifest: 408321
Destination Tfr: 8911039

Transporter: M&S Operations, Inc.
Generator: GF Electron, LLC
Gen Address: 1A-6F Queens Blvd
Forest Hills, NY 11375

Truck: 5/11/2010 13:25:05 Scale: 1
Date: 5/11/2010 15:06:29 Out

	Lbs	Tns
Gross:	94290	47.15
Tares:	26140	13.07
Nets:	68000	34.00

Facility Approval #: 0910220PT
Job Number: GF Electron LLC
Job Address: 90 Rt 60 Cottage Pl. Blvd
Plushing, NY 11354

Origin	Materials & Containers	Quantity Unit
Gaseous	Soil Contaminated Type 1	34.04 Tns
	Containers: Types: 0 Qty:
	Treatment: Types: Non
	Haz Waste Codes: NT NOT "D-27"
Drums	Tubular Transportation	34.04 Tns
	Containers: Types: Not Applicable
	Treatment: Types: Not Applicable
	Haz Waste Codes: Not Applicable

Comments

Drivers: _____ Facility: _____

CLEANEARTH

Manifest # 408393

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing** **40-22 College Point Boulevard** **Flushing, NY 11354**	GROSS WEIGHT: ☒ Tons ☐ Yards
	TARE WEIGHT: ☐ Tons ☐ Yards
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLECKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 1250 PM

TRANSPORTER

Company: GREENWOOD 2 Phone Number:

Address: Edgewood NJ Truck # and License Plate: AM-876P(NJ) / #200

Driver: Luis Pulgarin SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-11-10 1:00 PM

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: (WB) Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8900 Fax: (732) 541-8105

Ticket: 307008121154

	Date	Time	Scale
In:	6/11/2010	14:47:25	Scale 1
Out:	6/11/2010	15:29:09	P.T.

Manifest: 4083535
Vehicle ID: NJTH280

	Lbs	Tns
Gross:	95600	47.80
Tare:	25380	13.19
Net:	69220	34.61

Customer: RUSS DEVELOPMENT CORP

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Facility Approval#: 0630709926
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	34.61	Tns
	Contaminate Types: 2 Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	34.61	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comment:

Driver: _____ Facility: _____

CLEANEARTH

Manifest # 408391

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:
CE Flushing
40-22 College Point Boulevard
Flushing, NY 11354

GENERATOR'S PHONE: **718-263-3800**

GROSS WEIGHT: [X] Tons [ ] Yards

TARE WEIGHT: [ ] Tons [ ] Yards

NET WEIGHT: [ ] Tons [ ] Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: MATT OLESKE AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 1330

TRANSPORTER

Company: Nicholas J

Address: 102 Landing Rd LADING NJ

Driver: David Franz
(Type or Print Clearly)

Phone Number:

Truck # and License Plate: 869 AM193E

SW Haulers Permit #:
(applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/11/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Phs (732) 541-8282 Fax: (732) 541-0769

Manifest: 498639
Vehicle ID: 6013569

Customer: PSE&G Operations (PSO)

Generator: LC Plumbing LLC
Gen Address: 100-30 Queens Blvd
Forest Hills, NY 11375

Origin

Queens

Contaminate Types: C, O12
Treatment Types: L11
Fac Waste Codes: 107 Phs: TD 147

Queens

Contaminate Types: Not Applicable
Treatment Types: Not Applicable
Fac Waste Codes: Not Applicable

Comments:

Tickets: 3079844123.057

	Date	Time	Scale
In:	5/11/2018	14:55:34	Scale 1
Out:	5/11/2018	15:42:40	E.T.

	Lbs	Tns
Gross:	89540	44.77
Tare:	23680	11.84
Net:	65860	32.93

Facility Approved: 05/09/2018
Job Phone: (2 Plumbing LLC
Job Address: 98-22 Lefferts Blvd
Flushing, NY 11368

Generator Unit

31.53 Tns

31.53 Tns

Driver:

Facility:

6

CLEANEARTH

Manifest # 427040

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards
	TARE WEIGHT: ☐Tons ☐Yards
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

NON-HAZ SOIL STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESIK AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/14/10 720

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AM 233M 821

Driver: HECTOR MUNOZ (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6/14/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6/14/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/14/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-0300 Fax: (732) 541-0165

Manifest: 407946
Vehicle ID: 8018521

Customer: 8065 [illegible]

Generator: [illegible]
Gen Address: [illegible]

Origin: Materials & Services

Queens: Solid Treatment Type 11
Contaminate Types: [illegible]
Treatment Types: [illegible]
Fac Waste Codes: [illegible]

Queens: Inbound Transportation
Contaminate Types: Not Applicable
Treatment Types: Not Applicable
Fac Waste Codes: Not Applicable

Comments:

Printed: [illegible]

	Date	Time	Scale
In:	5/14/2018	[illegible]	Scale 1
Out:	5/14/2018	[illegible]	[illegible]

	Net	Tare
Gross:	[illegible]	[illegible]
Tare:	[illegible]	[illegible]
Net:	[illegible]	[illegible]

Facility Operator: [illegible]
Job Name: [illegible]
Job Address: [illegible]

Quantity: [illegible]

[illegible] Ton

[illegible] Ton

Driver: _____

Facility: _____

CLEANEARTH

Manifest # 408389

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:
CE Flushing
40-22 College Point Boulevard
Flushing, NY 11354

GENERATOR'S PHONE: **718-263-3800**

GROSS WEIGHT: ☒ Tons ☐ Yards

TARE WEIGHT: ☐ Tons ☐ Yards

NET WEIGHT: ☐ Tons ☐ Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/14/10 735

TRANSPORTER

Company: GREENWOOD Phone Number:

Address: TEANECK NJ Truck # and License Plate: AM-489A(NJ) / #206

Driver: Esly Palacio SW Haulers Permit #:
(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-14-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6-14-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/14/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Tel: (732) 541-9038 Fax: (732) 541-6870

Manifest No: 4663056
Voucher No: M/18386

Customer: MEG Intermediate CRP

Generator: DC Plumbing LLC
Job Number: 118 36 Avenue West
Carteret, NJ 07008

Profile: 500407, 500406
Job Name: DC Plumbing LLC
Job Address: 118-36 Avenue West
Carteret, NJ 07008

Facility: Unit 5

Pickup Date: 2/14/2018 09:30:00 Scale 1
Date: 2/14/2018 10:07:00 Gr.L.

	Tare	Tare
Number	31,940	45,240
Tares	25,100	13,780
Net	151,040	32,520

Material & Services

Oil Treatment Type 11

30.50 Ton

Oil Condition Type: 2 Oil
Treatments Type: Tier
Fed Waste Codes: 40 CFR 279.11
Exempt Transportation

Contaminate Type: Not Applicable
Treatments: Does Not Apply
Fed Waste Codes: Not Applicable

30.50 Ton

Comments:

Drivers: _____

Facility: _____
Customer Signature

CLEANEARTH

Manifest # 408390

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

X ☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐ Tons ☐ Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/14/10 745

TRANSPORTER

Company: Greenwood II

Address: Ledgewood

Driver: Hugo Rojas (Type or Print Clearly)

Phone Number:

Truck # and License Plate: AL-5587(NJ) #201

SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Hugo Rojas Date and Time: 6-14-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Hugo Rojas Date and Time: 6-14-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/14/10

GENERATOR

Clean Earth of Carteret
26 Middlesex Avenue
Carteret, NJ 07008
Phone (732) 541-8549 Fax# (732) 541-9185

Manifest: 4003.00
Vehicle ID: 5611031

Customer: MASS DEPARTMENT OF

Generator: Ultra Flushing LLC
Gen Address: 114-35 Queens Blvd
Forest Hills, NY 11375

Ticket: 3607000127353

	Date	Time	Scale
In:	6/14/2010	09:28:04	Scale 1
Out:	6/14/2010	10:08:30	S.T.

	Lbs	Tns
Gross:	73460	46.78
Tare:	24.620	13.11
Net:	64760	33.49

Facility Approved: 06-6709.0
Job Name: CF Ultra Flushing LLC
Job Reference: 06-67 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Generic	Soil treatment Type II	33.49	Tns
	Contaminate Type: F-051		
	Treatment Type: Rto		
	Haz Waste Codes: NJ DEP 15.77		
Generic	Inbound Transportation	33.49	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Haz Waste Codes: Not Applicable		

Comments:

Driver: _____
Name

Facility: _____
Weighmaster

CLEANEARTH

Manifest # 408388

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

☒ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒Tons ☐Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐Tons ☐Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐Tons ☐Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

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Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/14/10 11:10

TRANSPORTER

Company: Rainbow Trans Phone Number:

Address: Edgewood Truck # and License Plate: AM-233M(NJ) / #821

Driver: HECTOR NUNEZ SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/14/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6/14/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time:

GENERATOR

Clean Earth of Carteret
84 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-4999 Fax: (732) 541-8105

Ticket: 3070001215O7

	Date	Time	Scale
In:	5/14/2010	13:30:09	Scale 1
Out:	5/14/2010	14:10:46	P.T.

Manifest: 408368
Vehicle ID: RAIN621

	Lbs	Tns
Gross:	85140	42.57
Tare:	26400	13.20
Net:	58740	29.37

Customer: MUSS DEVELOPMENT CORP

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Facility Approval#: 0830709Z6
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment Type II	29.37	Tns
	Contaminate Type: C Oil		
	Treatment Type: Bio		
	Fac Waste Code: NJ DEP ID 27		
Queens	Inbound Transportation	29.37	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Fac Waste Code: Not Applicable		

Comments:

Driver: _____ Facility: _____
Operator

CLEANEARTH

Manifest # 408387

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: [X] Tons [ ] Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: [ ] Tons [ ] Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: [ ] Tons [ ] Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/14/10 1130

TRANSPORTER

Company: GREENWOOD T. Phone Number:

Address: LODGEWOOD NS Truck # and License Plate: AM-489A(NJ)/#206

Driver: ESLY PALACIO (Type or Print Clearly) SW Haulers Permit #: NJ-586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6-14-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6-14-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/14/10

GENERATOR

Mason Earth of Commerce
24 Middlesex Avenue
Commerce, MT 07540
Phone (782) 541-0349 Fax: (782) 541-5185

Manifest: 4941372
Waste ID: 0010296

Generator: [illegible]

Transporter: [illegible]
EPA Reference: [illegible]
[illegible], MT [illegible]

Disposal: [illegible] & Services
Port Treatment: Type B1
Combustible Types 2 (b)
Incidental Types Zero
F or Waste Codes MT DEQ 07 22
Inbound Incineration
Containers Types Not Applicable
Treatments Types Not Applicable
Haz Waste Codes Not Applicable

Comments

Drivers: [illegible]

Tickets: [illegible]

	Date	Time	Scale
In:	6/14/2018	12:42:14	Scale 1
Out:	6/14/2018	13:35:09	G.T.

	Lbs	Tns
Gross:	[illegible]	41.61
Tare:	36,740	18.37
Net:	[illegible]	23.24

Handled by Responsible Party
Job Name: [illegible]
Job Address: 40-20 Dellinger Rd., [illegible]
Pleasant, MT [illegible]

Quantity Units

31.52 Tns

31.52 Tns

Facility: [illegible]

CLEANEARTH

Manifest # 408386

GLOBAL JOB NUMBER: 105041 * **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: [X] Tons [ ] Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: [ ] Tons [ ] Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: [ ] Tons [ ] Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE, AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/14/10 1145

TRANSPORTER

Company: Greenwood II Phone Number:

Address: Ledgewood NJ Truck # and License Plate: AL-558Z(NJ)/# 201

Driver: Hugo Rojas (Type or Print Clearly) SW Haulers Permit #: NJ-586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Hugo Rojas Date and Time: 6-14-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Hugo Rojas Date and Time: 6-14-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/14/10

GENERATOR

Client: [illegible]

	Date	Time	Scale
Tech:	[illegible]	[illegible]	Scale 1
Test:	[illegible]	[illegible]	[illegible]

	Left	Right
Source:	22.79%	41.4%
Zero:	0.00	24.2%
Span:	0.00	24.1%

Test Type: Approximate Absorbency

Job Name: [illegible] Building LLP

Job Address: 94-27 Parsons Blvd

Flushing, NY 11354

Operator: Unit

24.1% Tec

24.1% Tec

Operator: Alexander Construction Group, Inc.

94-27 Parsons Blvd

Flushing, NY 11354

Phone: (718) 321-0000 Fax: (718) 321-0001

Performed By: [illegible]

Vehicle ID: [illegible]

Customer: [illegible]

Contractor: A/E Building LLP

Test Address: 94-27 Parsons Blvd

Flushing, NY 11354

Purpose: Absorbency Test

Owner: Soil Treatment Type II

Contamination Type: [illegible]

Treatment Type: Bio

Pad Media Code: [illegible]

Treatment Type: Conventional

Contamination Type: Not Applicable

Treatment Type: Not Applicable

Pad Media Code: Not Applicable

Comments:

Drivers: _____

Facilities: _____

CLEANEARTH

Manifest # 408384

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

X ☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other _____

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐ Tons ☐ Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP63

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: ASHUTOSH SHARMA As Agent for CE FLUSHING Title: Environmental Scientist

Signature: As Agent for CE FLUSHING Date and Time: 6/15/10 0706.

TRANSPORTER

Company: Greenwood Phone Number:

Address: Lodgwood NJ Truck # and License Plate: AM235M / 8144

Driver: Heriberto Ramos SW Haulers Permit #: NJ586
(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: H. Ramos Date and Time: 6/15/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: H. Ramos Date and Time: 6/15/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/15/10

GENERATOR

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8000 Fax: (732) 541-0160

Manifest: 005388
Vehicle ID: 6HTH6==

Ticket: 00760816

	Date	Time	Scale
In:	07/25/2014	09:56:52	Scale 1
Out:	07/25/2014	09:58:41	D.T.

	Lbs	Tons
Gross:	91,340	45.67
Tare:	26,260	13.13
Net:	65,080	32.54

Hauler: [illegible]
Job Number: [illegible]
Job Address: [illegible]
Phone: [illegible]

Driver: [illegible]

Comments: 30.52 Tons

Receiving Facility: [illegible]

Quantity: [illegible] Type: DT

Transportation Types: E.D.S
Treatment Types: Misc
Land Banking Codes: NO DEP FEE 27

Remarks: Intermodal Transportation

Disposal Methods: Types (Not Applicable)
Treatment Types: Misc (Not Applicable)
Land Banking Codes: Non Applicable

Comments:

Operator:

Facility:

CLEANEARTH

Manifest # 408383

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

X ☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other _____

☐ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐ Tons ☐ Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: ASHUTOSH SHARMA As Agent for CE FLUSHING Title: Environmental Scientist

Signature: As Agent for CE Flushing Date and Time: 6/15/10 0726

TRANSPORTER

Company: NW Phone Number: _____

Address: 123 Hargrove Truck # and License Plate: 826 AV560F

Driver: Clyde Seymour SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: _____ Date and Time: 6-15-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: _____ Date and Time: 6-15-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: _____ Date and Time: 6/15/10

GENERATOR

Urban Earth of Carbondale
26 Middletown Avenue
Carbondale, MO 62901
Ph: (555) 541-0000 Fax: (555) 541-0100

Manifest: 000000
Vehicle ID: 0000000

Customer: Mike Smith (Smith Corp)

Generator: JL Plumbing LLC
Gen Address: 124 JL Plumber Road
Normal Valley, MO 11111

Printed: 00/00/0000 00:00:00
Driver: Driver Name

	Date	Time	Scale
Tare:	00/00/0000	00:00:00	Scale 1
Gross:	00/00/0000	00:00:00	Scale 1

	Lbs	Tons
Gross:	00,000	00.00
Tare:	00,000	00.00
Net:	00,000	00.00

Facility: Superstition
Job Name: CF Building LLC
Job Address: 00-00 College Pl. Road
Pleasantville, NY 11000

Origin: Municipal & Services — Quantity Unit

Wastes: 0000 Transformer Type II — Qty: Ton
Combustible Types: (-0.0)
Treatment Types: Burn
Haz Waste Codes: (Not Applicable)

Wastes: Universal Transportables — Qty: Ton
Combustible Types: (Not Applicable)
Treatment Types: N/A Nonhazardous
Haz Waste Codes: (Not Applicable)

Comments

Driver's: _____ Facility's: _____

CLEANEARTH

Manifest # 408382

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

X
- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☐ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐ Tons ☐ Yards	
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Ashutosh Sharma As Agent for CE Flushing Title: Environmental Scientist

Signature: As Agent for CE Flushing Date and Time: 6/15/10 1105

TRANSPORTER

Company: NJ Phone Number:

Address: 123 Howard Blvd Truck # and License Plate: 826 AJ 560

Driver: Clyde Seward SW Haulers Permit #: NJ 586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-15-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time:

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/15/10

GENERATOR

Clean Earth of Carteret
22 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8989 Fax: (732) 541-0100

Manifest: 003000121667

	Date	Time	Route
Ini.	4/16/2019	12:42:19	Route 1
Date:	4/16/2019	13:11:47	P.T

	Lbs.	Tns
Gross:	94360	47.18
Tare:	36424	18.21
Nets	57936	28.96

Permit#: 468300
Vehicle ID: EM8006

Customer: 9000 Demolition Corp

Generator: J. Fleming LLC
Job Address: 1100 Avenue Blvd
Newark Hills, NY 11373

Transfer Facility: AA Recycle
Job Name: J. Fleming LLC
Job Address: 40-20 Cottage Pl. Blvd
Flushing, NY 11354

Origin: Materials & Services
Quantity: Gold

Quantity: Solid Treatment Type: 1
31.99 Ton
Contaminate Types: Pint
Treatment Types: Gas
Haz Waste Codes: NJ D47 TX 27

Quantity: Industrial Treatment Solution
31.99 Ton
Contaminate Types: Not Applicable
Treatment Types: Not Applicable
Haz Waste Codes: Not Applicable

Comments:

Drivers: _____ Foreman: _____

CLEANEARTH

Manifest # 408385

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083070926

Please Check One:

- [X] Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- [ ] Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- [ ] Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- [ ] Other _____
- [ ] Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- [ ] Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- [ ] Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354**	GROSS WEIGHT: [X] Tons [ ] Yards
	TARE WEIGHT: [ ] Tons [ ] Yards
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: [ ] Tons [ ] Yards

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-65

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: ASHUTOSH SHARMA Agent for CE Flushing Title: Environmental Scientist

Signature: Agent for CE Flushing Date and Time: 6/15/10 1130

TRANSPORTER

Company: Greenwood Phone Number:

Address: Lodgewood NJ. Truck # and License Plate: AM235M / 8414

Driver: Heriberto Ramos SW Haulers Permit #: NJ586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: H. Ramos Date and Time: 6/15/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6/15/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/15/10

GENERATOR

Clean Earth of Carteret
53 Middlesex Avenue
Carteret, NJ 07008
Ph: (732) 541-8989 Fax: (732) 541-8105

Manifest: 4483951
Vehicle No: 6611564

Customer: PSEG DEVELOPMENT CORP

Generator: GC Flushing LLC
Gen Address: 114-35 Queens Blvd
Forest Hills, NY 11375

Ticket: 20140121618

	Date	Time	Scale
In:	1/21/2014	14:06:02	Scale 1
Out:	1/21/2014	13:21:22	P.T.

	Lbs	Tns
Gross:	81620	40.66
Tare:	34440	13.10
Net:	47180	27.56

Manifest Non-hazardous: Non-Haz
Pub Name: GC Flushing LLC
Pub Address: 69 Jay College Plz, Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Customer	Soil Treatment Type 1	27.56	Tns
	Contaminate Type: 2 Oil		
	Treatment Type: Bio		
	Haz Waste Codes: NJ NOT D0 07		
Queens	Inbound Transportation	27.56	Tns
	Contaminate Type: Not Applicable		
	Treatment Type: Not Applicable		
	Haz Waste Codes: Not Applicable		

Comments:

Driver: _____

Facility: _____

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000035237

	Date	Time	Scale
In:	1/5/2010	09:59:24	Scale 1
Out:	1/5/2010	09:59:47	P.T.

	Lbs	Tns
Gross:	77580	38.79
Tare:	25500	12.75
Net:	52080	26.04

Manifest: 378418
Vehicle ID: R847
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161
Generator: CE Flushing LLC
Job Name: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	26.04	Tns
Queens	Soil Treatment	26.04	Tns

Storage Area: Area 4
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Jay, Clifford H 67116

CLEANEARTH

Manifest # 378418

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083100161 [redacted]26 (SG)

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

Act 60 ft 1544

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd. Flushing, NY	TARE WEIGHT: ☒Tons ☐Yards	1275
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	26.84

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION SP-66 Urban Fill

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Green Title: Agent for CE Flushing

Signature: [signature] Date and Time: 1/5/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AJ 175 S (847)

Driver: HECTOR [illegible] SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 1/5/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 1/5/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 1/5/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000035238

	Date	Time	Scale
In:	1/5/2010	10:03:48	Scale 1
Out:	1/5/2010	10:04:23	P.T.

	Lbs	Tns
Gross:	76940	38.47
Tare:	26500	13.25
Net:	50440	25.22

Manifest: 378417
Vehicle ID: R822
Act 90 Decal: WH7892
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	25.22	Tns
Queens	Soil Treatment	25.22	Tns

Storage Area: Area 4
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Jay, Clifford NY 67116

CLEANEARTH

Manifest # 378417

GLOBAL JOB NUMBER: ~~105041~~ FACILITY APPROVAL NUMBER: 09310016[illegible]

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly) Acct# 7892

GENERATOR'S NAME & SITE ADDRESS: ~~CE Flushing LLC~~ ~~40-22 College Pt. Blvd, Flushing, NY~~	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☒Tons ☐Yards	13.25
GENERATOR'S PHONE: ~~Mike Brenner 718-263-3800~~	NET WEIGHT: ☒Tons ☐Yards	25.22

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION Urban Fill SP-66

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Gras Title: Agent for CE Flushing

Signature: [signature] Date and Time: 1/5/10

TRANSPORTER

Company: ~~Rainbow Transport Corp.~~ Phone Number: ~~973-970-9240~~

Address: ~~1470 Route 46, Ledgewood, NJ 07852~~ Truck # and License Plate: #822 AL660 NJ

Driver: J. ACWORTH (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 1/5/10.

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time:

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 1/5/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000035280

	Date	Time	Scale
In:	1/5/2010	15:23:10	Scale 1
Out:	1/5/2010	15:23:20	P.T.

	Lbs	Tns
Gross:	89120	44.56
Tare:	25500	12.75
Net:	63620	31.81

Manifest: 378193
Vehicle ID: R847
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	31.81	Tns
Queens	Soil Treatment	31.81	Tns

Storage Area: Area 4
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Jay, Clifford H 67116

CLEANEARTH

Manifest # 378193

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** [redacted]

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700
- ☐ Other

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC, 40-22 College Pt. Blvd, Flushing, NY	GROSS WEIGHT: ☐Tons ☐Yards 44.56
	TARE WEIGHT: ☒Tons ☐Yards 12.75 ~~13.25~~
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards 31.81 ~~31.31~~

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION SP-66 Urban Fill

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Grear Title: Agent for CE Flushing

Signature: Date and Time: 1/5/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: [redacted] 1755

Driver: HECTOR [illegible] SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/5/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 1/5/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/5/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000035281

	Date	Time	Scale
In:	1/5/2010	15:23:31	Scale 1
Out:	1/5/2010	15:24:20	P.T.

	Lbs	Tns
Gross:	82780	41.39
Tare:	26500	13.25
Net:	56280	28.14

Manifest: 378194
Vehicle ID: R822
Act 90 Decal: WH7892
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161
Generator: CE Flushing LLC
Job Name: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	28.14	Tns
Queens	Soil Treatment	28.14	Tns

Storage Area: Area 4
Sample ID: DRS
Comments:

Driver:

Facility:
Jay, Clifford, N 67116

CLEANEARTH

Manifest # 378194

GLOBAL JOB NUMBER: 105041 FACILITY APPROVAL NUMBER: ~~083070926~~ 083100161 (59)

Please Check One:

- ☒ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

AC790 in + 7892

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☒Tons ☐Yards	1325
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☒Tons ☐Yards	28.17

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Urban Fill SP-66

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: Steve Greer Title: Agent for CE Flushing

Signature: Date and Time: 1/5/10

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 922 AK660X NJ

Driver: J. Aguilera SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 1/5/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time:

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 1/5/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000038971

	Date	Time	Scale
In:	6/9/2010	10:28:55	Scale 1
Out:	6/9/2010	10:29:54	P.T.

	Lbs	Tns
Gross:	89540	44.77
Tare:	26860	13.43
Net:	62680	31.34

Manifest: 249382
Vehicle ID: R828
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	31.34	Tns
Queens	Soil Treatment	31.34	Tns

Storage Area: Area 3
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Jay, Clifford H 67116

CLEANEARTH
treating the planet right

Manifest # 249382

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083100161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of West Virginia, 3815 South State Route 2, Friendly, WV 26146, Ph: 304-652-8580
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly) ACT90 # WH154Y

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt Blvd Flushing NY	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☒Tons ☐Yards	13.43
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	31.34

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: Matt Oleske AS AGENT FOR CE FLUSHING Date and Time: 6-9-2010 720

TRANSPORTER

Company: Rainbow Trans. Phone Number:

Address: Ledgewood NJ. Truck # and License Plate: 828 / AM854L

Driver: Jaime Molina (Type or Print Clearly) SW Haulers Permit #: NJ 586. (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/9/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6/9/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/9/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000038972

	Date	Time	Scale
In:	6/9/2010	10:31:03	Scale 1
Out:	6/9/2010	10:31:45	P.T.

	Lbs	Tns
Gross:	85760	42.88
Tare:	26920	13.46
Net:	58840	29.42

Manifest: 249384
Vehicle ID: R881
Act 90 Decal: WH1544R
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	29.42	Tns
Queens	Soil Treatment	29.42	Tns

Storage Area: Area 3
Sample ID: DRS
Comments:

Driver: _____

Facility: _____
Jay, Clifford H 67116

CLEANEARTH
treating the planet right

Manifest # 249384

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083100161

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of West Virginia
3815 South State Route 2
Friendly, WV 26146
Ph: 304-652-8580

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

ALT 90 MT 1544

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt Blvd Flushing NY	TARE WEIGHT: ☒Tons ☐Yards	13.46
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	29.42

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESICE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/9/2010 735

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973 970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AH 803 R 881

Driver: John Patino (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-9-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6-9-10.

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/9/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 3100000038976

	Date	Time	Scale
In:	6/9/2010	10:45:46	Scale 1
Out:	6/9/2010	10:46:13	P.T.

	Lbs	Tns
Gross:	83080	41.54
Tare:	27100	13.55
Net:	55980	27.99

Manifest: 249389
Vehicle ID: R862
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	27.99	Tns
Queens	Soil Treatment	27.99	Tns

Storage Area: Area 3
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Jay, Clifford H 67116

CLEANEARTH
treating the planet right

Manifest # 249389

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083100161

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of West Virginia
3815 South State Route 2
Friendly, WV 26146
Ph: 304-652-8580

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

Act 90 WH1544

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt Blvd Flushing NY	GROSS WEIGHT: ☐Tons ☐Yards	
	TARE WEIGHT: ☒Tons ☐Yards	13.55
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☒Tons ☐Yards	27.99

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/9/2010 7:50

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 862 - AL-251K (NJ)

Driver: William Zulpa SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/9/2010

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time:

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/9/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 3100000038977

	Date	Time	Scale
In:	6/9/2010	10:51:33	Scale 1
Out:	6/9/2010	10:54:52	P.T.

	Lbs	Tns
Gross:	86760	43.38
Tare:	26440	13.22
Net:	60320	30.16

Manifest: 249386
Vehicle ID: R888
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	30.16	Tns
Queens	Soil Treatment	30.16	Tns

Storage Area: Area 3
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Jay, Clifford H 67116

CLEANEARTH
treating the planet right

Manifest # 249386

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083100161

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of West Virginia
3815 South State Route 2
Friendly, WV 26146
Ph: 304-652-8580

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

ACT 90 HH 1544

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt Blvd Flushing NY	TARE WEIGHT: ☒Tons ☐Yards	13.22
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☒Tons ☐Yards	30.16

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESIKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: M. Olesike AS AGENT FOR CE FLUSHING Date and Time: 6/9/2010 8:05

TRANSPORTER

Company: ~~Rainbow Transport Corp.~~ Phone Number: ~~973-970-9240~~

Address: ~~1470 Route 46, Ledgewood, NJ 07852~~ Truck # and License Plate: AM354 11888

Driver: Leo Sepulveda SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-9-2010

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6-9-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/9/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000038994

	Date	Time	Scale
In:	6/9/2010	15:11:44	Scale 1
Out:	6/9/2010	15:13:27	P.T.

	Lbs	Tns
Gross:	78080	39.04
Tare:	26020	13.01
Net:	52060	26.03

Manifest: 249381
Vehicle ID: R880
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161
Generator: CE Flushing LLC
Job Name: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	26.03	Tns
Queens	Soil Treatment	26.03	Tns

Storage Area: Area 3
Sample ID: DRS
Comment:

Driver: alex

Facility: Jay, Clifford H 67116

CLEANEARTH
treating the planet right

Manifest # 249381

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083100161

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of West Virginia
3815 South State Route 2
Friendly, WV 26146
Ph: 304-652-8580

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

ACT 90 # 1544

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	
CE Flushing LLC 40-22 College Pt Blvd Flushing NY	TARE WEIGHT: ☒Tons ☐Yards	13.01
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☒Tons ☐Yards	26.03

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESICE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: Matt Olesice AS AGENT FOR CE FLUSHING Date and Time: 6/9/2010 1235

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 880 AL778N

Driver: ALEXANDER SIERRA SW Haulers Permit #: NJ586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Alexander Sierra Date and Time: 06-09-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Alexander Sierra Date and Time: 06-09-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/9/10

GENERATOR

Clean Earth of Philadelphia
2701 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5300 Fax: (215) 724-5322

Ticket: 3100803340395

	Date	Time	Scale
In:	6/3/2010	10:00:58	Scale 1
Out:	6/3/2010	14:03:50	E.T.

	Tare	Net
Gross:	76760	56.47
Tare:	20300	LT.10
Net:	56460	28.24

Material Approved: 06-08364
Job Name: GE Flushing LLC
Job Address: 40-20 College Pt. Blvd
Flushing, NY 11354

Origin

Shipper

Generator

Materials & Services

Sand Abatement
Soil Treatment

Quantity Unit

28.24 Ton
28.24 Ton

Shipping Name Not Applicable
Hazard Class: DOT:
Comments

Driver:

Facility: Joshua Lee
Weighmaster

CLEANEARTH
treating the planet right

Manifest # 249385

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083100161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of West Virginia, 3815 South State Route 2, Friendly, WV 26146, Ph: 304-652-8580
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC, 40-22 College Pt Blvd Flushing NY	GROSS WEIGHT: ☐Tons ☐Yards: 38 37
	TARE WEIGHT: ☐Tons ☐Yards: 13 46
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards: 24 91

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/9/2010 13:20

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: AL 803R (881)

Driver: JOHN PALMER (Type or Print Clearly) SW Haulers Permit #: (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6-9-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6-9-10.

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6-9-10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000038996

	Date	Time	Scale
In:	6/9/2010	16:04:13	Scale 1
Out:	6/9/2010	16:04:48	S.T.

Manifest: 249383
Vehicle ID: R828
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

	Lbs	Tns
Gross:	82280	41.14
Tare:	26860	13.43
Net:	55420	27.71

Facility Approval#: 883100161
Job Name: CE Flushing LLC
Job Address: 48-22 College Pt. Blvd
Flushing, NY 11354

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	27.71	Tns
Queens	Soil Treatment	27.71	Tns

Storage Area: Not Applicable
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Schmidt, Joe

CLEANEARTH
treating the planet right

828

Manifest # 249383

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** ~~083100161~~

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of West Virginia, 3815 South State Route 2, Friendly, WV 26146, Ph: 304-652-8580
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☐Tons ☐Yards	41,14
~~CE Flushing LLC~~		
~~40-22 College Pt Blvd Flushing NY~~	TARE WEIGHT: ☐Tons ☐Yards	13,43
GENERATOR'S PHONE: ~~Mike Brenner 718-263-3800~~	NET WEIGHT: ☐Tons ☐Yards	27,71

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/9/2010 13:10

TRANSPORTER

Company: ~~Rainbow Transport Corp.~~ Phone Number: ~~973-970-9240~~

Address: ~~1470 Route 46, Ledgewood, NJ 07852~~ Truck # and License Plate: 828 / AM1854L

Driver: Jaime Molina (Type or Print Clearly) SW Haulers Permit #: NJ 586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6/9/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6/9/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/9/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2979

Ticket: 1000003777

	Date	Time	Scale
In:	6/27/2018	11:21am	Scale 1
Out:	6/27/2018	11:25am	G.C.

	Tare	Net
Gross:	38060	41.33
Tare:	37440	41.33
Net:	620	41.33

Manifest: 249387
Vehicle ID: R888
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Facility Approvals: 06319001
Fac Name: CE Flushing LLC
Fac Address: 38-27 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity Unit
Queens	Soil Treatment	21.67 ton
Queens	Soil Treatment	19.66 ton

Storage Area: Not Applicable
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Schmidt, Jr.

CLEANEARTH
treating the planet right

Manifest # 249387

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 083100161

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of West Virginia
3815 South State Route 2
Friendly, WV 26146
Ph: 304-652-8580

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC 40-22 College Pt Blvd Flushing NY	GROSS WEIGHT: ☐Tons ☐Yards 44.24
	TARE WEIGHT: ☐Tons ☐Yards 13.09
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards 31.15

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESIKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/9/2010 13:35

TRANSPORTER

Company: ~~Rainbow Transport Corp.~~ Phone Number: ~~973-970-9240~~

Address: ~~1470 Route 46, Ledgewood, NJ 07852~~ Truck # and License Plate: AM3541 888

Driver: _____ SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6-9-2010

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6-9-2010

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6-9-10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000038998

	Date	Time	Scale
In:	6/9/2010	16:36:55	Scale 1
Out:	6/9/2010	16:40:00	E.T.

	Lbs	Tns
Gross:	86180	43.09
Tare:	27100	13.55
Net:	59080	29.54

Manifest: 408453
Vehicle ID: R862
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 003100161
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Generator: CE Flushing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	29.54	Tns
Queens	Soil Treatment	29.54	Tns

Storage Area: Not Applicable
Sample ID: DRS
Comment:

Driver:

Facility: Schmidt, Joe

CLEANEARTH

Manifest # 408453

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354	GROSS WEIGHT: ☒ Tons ☐ Yards	49.09
	TARE WEIGHT: ☐ Tons ☐ Yards	13.55
GENERATOR'S PHONE: 718-263-3800	NET WEIGHT: ☐ Tons ☐ Yards	29.54

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESIK AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/9/2010 13:50

TRANSPORTER

Company: Rainbow Trans Phone Number: 973-9709240

Address: 1440 Rt 46, Ledgewood NJ Truck # and License Plate: 862-AL251K

Driver: William Zulota SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6-9-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time:

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Joseph Salvati Date and Time: 6-9-10

GENERATOR

Client: Earth of Philadelphia
2031 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-4709 Fax: (215) 724-4709

Ticket: 3100000039007

	Date	Time	Scale
Tare	6/15/2010	10:12:48	Scale 1
Gross	6/15/2010	10:13:07	P.T.

	Net	Tare
Gross:	42,960	44,440
Tare:	24,080	44,360
Net:	18,880	33,120

Hauler: Hauler (00843)
Vehicle: 44 (00002)
Veh. ID Number: 4444
Customer: PBSA (PBSA0001)

Certificate Approved By: SAMPLE01
Job Name: CF Kinsbergen LLC
Job Address: 98 SE Enterprise Pkwy. Blvd
Pineview, MV 11234

Destination: CF Kinsbergen LLC
Farm Address: 110 St Bernard Blvd
Pineview, MV 11234

Origin	Materials & Services	Quantity Unit
Growers	Soil Treatments	25.10 Ton
Growers	Soil Treatments	33.10 Ton

Hauler Notes: Route 1
Sample ID: PBSA
Comments:

Driver: _____ Facility: _____

Jay, Philadelphia PA 19116

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000639007

	Date	Time	Scale
In:	6/10/2010	10:12:48	Scale 1
Out:	6/10/2010	10:13:07	P.T.

Manifest: 400452
Vehicle ID: R882
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

	Lbs	Tns
Gross:	92960	46.48
Tare:	26600	13.30
Net:	66360	33.18

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Facility Approval#: 083100161
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity Unit
Queens	Soil Treatment	33.18 Tn
Queens	Soil Treatment	33.18 Tn

Storage Area: Area 4
Sample ID: DRS
Comment:

Driver: _____ Facility: _____
Jay, Cliffland NJ 67116

CLEANEARTH

Manifest # 408452

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

ALT 90 WH 1544

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354**	GROSS WEIGHT: ☐ Tons ☒ Yards
	TARE WEIGHT: ☒ Tons ☐ Yards 13.30
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☒ Tons ☐ Yards 33.18

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/10/10 7:05

TRANSPORTER

Company: RBW Phone Number:

Address: Truck # and License Plate: 88 AM2863

Driver: MARK ZUCKERMAN SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/10/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6/10/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/10/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 3100000039000

	Date	Time	Scale
In:	6/10/2010	10:15:35	Scale 1
Out:	6/10/2010	10:16:00	P.T.

	Lbs	Tns
Gross:	83940	41.97
Tare:	27340	13.67
Net:	56600	28.30

Manifest: 408451
Vehicle ID: R002
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 003100161

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	28.30	Tns
Queens	Soil Treatment	28.30	Tns

Storage Area: Area 4
Sample ID: DRS
Comment:

Driver: Thomas O'Donnell

Facility:
Jay, Clifford M 67116

CLEANEARTH

Manifest # 408451

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700
- ☐ Other

Non-Hazardous Material Manifest

(Type or Print Clearly)

Act 90 HH 1544

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	
CE Flushing 40-22 College Point Boulevard Flushing, NY 11354	TARE WEIGHT: ☒ Tons ☐ Yards	13.67
GENERATOR'S PHONE: 718-263-3800	NET WEIGHT: ☒ Tons ☐ Yards	28.30

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/10/10 7:15

TRANSPORTER

Company: Green Wood Phone Number:

Address: 123 HOWARD BLVD Truck # and License Plate: AL658 B

Driver: Jhonny G Porras (Type or Print Clearly) SW Haulers Permit #: NJ-586 02 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Jhonny G Porras Date and Time: 06/10/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6/10/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Jhonny G Porras Date and Time: 06/10/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-5910

Ticket: 310000039011

	Date	Time	Scale
In:	6/10/2010	10:20:49	Scale 1
Out:	6/10/2010	10:21:45	E.T.

	Lbs	Tns
Gross:	42140	21.07
Tare:	25540	12.77
Net:	16600	8.30

Manifest: 408450
Vehicle ID: EA74
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT LLC

Generator: CE Plumbing LLC
Gen Address: 110-35 Queens Blvd
Forest Hills, NY 11375

Facility Approvals: 6NY810461
Gen Name: CE Plumbing LLC
Tch Address: 58-22 Cooper Ave. Bldg
Flushing, NY 11385

Origin	Materials & Services	Quantity, Unit
Queens	Soil Treatment	20.15 T.s.
Queens	Soil Treatment	20.45 T.s.

Storage Area: Area 4
Sample ID: DRS
Comments:

Driver: Jose F.

Facility: Jay Clifford 6/10/10

CLEANEARTH

Manifest # 408450

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700
- ☐ Other

Non-Hazardous Material Manifest

(Type or Print Clearly)

ALT 90 WH1544

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354**	GROSS WEIGHT: ☒ Tons ☐ Yards
	TARE WEIGHT: ☒ Tons ☐ Yards 12.92
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☒ Tons ☐ Yards 28.15

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/10/10 7:35

TRANSPORTER

Company: RAINBOW CORP Phone Number:

Address: Truck # and License Plate: (874) AL130M

Driver: JOSE FLORES SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: JOSE F. Date and Time: 6/10/10 7:35

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: JOSE F. Date and Time: 6/10/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/10/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5526 Fax: (215) 724-2939

Ticket: 3100000039012

	Date	Time	Scale
In:	6/10/2010	10:47:33	Scale 1
Out:	6/10/2010	10:56:11	E.T.

	Lbs	Ton
Gross:	95020	47.51
Tare:	36200	18.10
Net:	58820	29.41

Manifest: 408449
Vehicle ID: R672
Act 90 Decal: WH1544
Customer: MASS DEVELOPMENT CORP

Facility Approval#: 883180161
Generator: CC Flushing LLC
Gen Address: 110 35 Queens Blvd
Forest Hills, NY 11375
Job Name: CC Flushing LLC
Job Address: 40 02 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	29.41	Ton
Queens	Soil Treatment	29.41	Ton

Storage Area: Area 4
Sample ID: DRS
Comments:

Driver: _____

Facility: _____
Jay, Clifford H (711)

CLEANEARTH

Manifest # 408449

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

ACT 90 # WM 1544

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354**	GROSS WEIGHT: ☒ Tons ☐ Yards
	TARE WEIGHT: ☒ Tons ☐ Yards 13.10
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☒ Tons ☐ Yards 29.41

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/10/10 750

TRANSPORTER

Company: Rainbow Corp. Phone Number:

Address: Ridgewood N.J. Truck # and License Plate: 872 AM635D

Driver: JOSE MONTANEZ (Type or Print Clearly) SW Haulers Permit #: NJ-586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/10/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time:

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/10/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 310000039013

	Date	Time	Scale
In:	6/10/2010	10:57:55	Scale 1
Out:	6/10/2010	10:58:07	P.T.

	Lbs	Tns
Gross:	85720	42.86
Tare:	25480	12.74
Net:	60240	30.12

Manifest: 408448
Vehicle ID: R825
Act 90 Decal: ~~WH7092~~ 1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	30.12	Tns
Queens	Soil Treatment	30.12	Tns

Storage Area: Area 4
Sample ID: DRS
Comment:

Driver: _____

Facility: _____
Jay, Clifford H 67116

CLEANEARTH

Manifest # 408448

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

ACT ID # 1544

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354	GROSS WEIGHT: ☒ Tons ☐ Yards	
	TARE WEIGHT: ☒ Tons ☐ Yards	12.74
GENERATOR'S PHONE: 718-263-3800	NET WEIGHT: ☒ Tons ☐ Yards	30.12

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling — STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/10/10 800

TRANSPORTER

Company: Rainbow Comp Phone Number:

Address: Hackettstown NJ Truck # and License Plate: AM-234N (NJ) / #825

Driver: Andres Sabogal (Type or Print Clearly) SW Haulers Permit #: NJ-586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/10/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6/10/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/10/10

GENERATOR

Ticket: [illegible]

	Date	Time	Scale
In:	[illegible]	[illegible]	Scale 1
Out:	[illegible]	[illegible]	Scale 2

	Net	Tare
Gross:	[illegible]	[illegible]
Tare:	[illegible]	[illegible]
Net:	[illegible]	[illegible]

Material Transferred: [illegible]

Hauler: [illegible]

Driver: [illegible]

Truck: [illegible]

Trailer: [illegible]

Origin

Delivered To: [illegible]

Material Sold & Services

Quantity Unit

Gravel — Soil Treatment — 20.00 Ton

Gravel — Soil Treatment — 20.00 Ton

Shipping Order Form

Sample for DEP

Comments

Driver: [signature]

Facility: [signature]

CLEANEARTH

Manifest # 408447

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

ACT 90 #17892

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☒ Tons ☐ Yards	13.47
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☒ Tons ☐ Yards	28.88

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/10/10 815

TRANSPORTER

Company: Nicholas J Phone Number:

Address: 123 Howard Blvd - Ledgewood Truck # and License Plate: AM-856L(NJ)/#207

Driver: Cesar Bedoya SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6/10/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6/10/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/10/10

GENERATOR

City Form of Philadelphia
3001 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-9500 Fax: (215) 724-2070

Ticket: 3109000150028

	Date	Time	Scale
In:	6/10/2010	12:10:57	Scale 1
Out:	6/10/2010	13:03:17	Out

	Lbs	Ton
Gross:	88020	44.01
Tare:	75540	37.77
Net:	12480	6.24

Manifest: 488341
Order to Ship: 9275
Veh ID Serial: WH1544
Customer: MIKE DEVELOPMENT Corp

Customer: GE Flushing LLC
Cust Address: 136-35 Queens Blvd
Forest Hills, NY 11375

Facility Operator: Destination
Job Number: GE Flushing LLC
Job Address: 40-26 College Pt. Blvd
Flushing, NY 11354

Origin: Materials & Services

Quantity by Unit

Sources: Soil Treatment
Quarry: Soil Treatment

31.99 Tns
31.49 Tns

Shortage Notes: Mat Application
Sample Id: SOIL
Comments:

Driver: Jose F.

Facility: Schmidt, Joe

CLEANEARTH

Manifest # 408441

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing** **40-22 College Point Boulevard** **Flushing, NY 11354**	GROSS WEIGHT: ☒ Tons ☐ Yards	44.41
	TARE WEIGHT: ☐ Tons ☐ Yards	12.95
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	31.46

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: MO AS AGENT FOR CE FLUSHING Date and Time: 6/10/10 1310

TRANSPORTER

Company: RAINBOW CORP Phone Number:

Address: Truck # and License Plate: (874) AL130M

Driver: JOSE FLORES SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: JOSE F. Date and Time: 6/10/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: JOSE F. Date and Time: 6/10/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Joseph Schmidt Date and Time: 6/10/10

GENERATOR

Clean Earth of Philadelphia
3265 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-2530 Fax: (215) 724-2532

Manifest: 4808141
Ticket: 1000
Profile: LM1746
Customer: HESS BLVD/ORDNANCE CORP

Generator: CE Flushing LLC
Gen Address: 110-30 Queens Blvd
Forest Hills, NY 11375

Billing:

Comments:

Manifest: 210000030809
Date Time Scale
In: 6/10/2019 10:07:38 Dealer
Out: 6/10/2019 10:09:56 G.T.

	Lbs.	Tons
Gross:	91260	45.63
Tare:	27360	13.67
Net:	63940	31.97

Facility Approval: GPA100016-1
Job Name: CE Flushing LLC
Job Address: 40-20 College Pt. Blvd
Flushing, NY 11354

Quantity Unit
31.97 Ton
31.97 Ton

Material: 3 Soil

Soil Treatment
Soil Treatment

Customer Signature or Approval:
Sample Tag Nbr:
Comments:

Driver: Johnny O Porras

Facility: Schmidt, Joe

CLEANEARTH

Manifest # 408443

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:
CE Flushing
40-22 College Point Boulevard
Flushing, NY 11354

GENERATOR'S PHONE: **718-263-3800**

GROSS WEIGHT: ☒ Tons ☐ Yards 45.60
TARE WEIGHT: ☐ Tons ☐ Yards 13.67
NET WEIGHT: ☐ Tons ☐ Yards 31.93

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER
Signature: Matt Oleske AS AGENT FOR CE FLUSHING Date and Time: 6/10/2010 1335

TRANSPORTER

Company: GREENWOOD
Address: 123 HOWARD BLVD
Driver: JOHNNY G PORRAS (Type or Print Clearly)
Phone Number:
Truck # and License Plate: AL658B
SW Haulers Permit #: 02 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.
Driver Signature: Johnny G Porras Date and Time: 06/10/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.
Driver Signature: Johnny G Porras Date and Time: 06/10/10
I hereby certify that the above named material has been accepted at the above referenced facility.
Authorized Signature: [signature] Date and Time: 06/10/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5529 Fax: (215) 724-7320

Manifest: 488542
Vehicle ID: 8080
Act 90 Decals: WH1564
Customer: MUSS DEVELOPMENT CORP.

Generator: CE Flushing LLC
Gen Address: 110-35 Whitney Ave
Forest Hills, NY 11375

Origin

Queens
Queens

Storage Area: Not Applicable
Sample ID: DRS
Comments:

Transp: 3100880C0830

	Date	Time	Scale
Tare	6/14/2017	16:38:38	Scale 1
Gross	6/19/2017	10:53:03	P.T.

	Tare	Net
Pounds	33140	46,52
Tons	16.57	23.26
Yards	22.09	31.01

Facility approved to: RCRA(Part)
T.S.D. Name: CE Flushing LLC
T.S.D. Address: 48-22 Linthicum Ave, Bldg
Flushing, NY 11378

Remarks: Unit

Driver:

Facility:
Schmitt, Jon

CLEANEARTH

Manifest # 408442

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354**	GROSS WEIGHT: ☒ Tons ☐ Yards 46,50
	TARE WEIGHT: ☐ Tons ☐ Yards 13,50
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards 33,00

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MAT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/10/2010 1315

TRANSPORTER

Company: RBW Phone Number:

Address: Truck # and License Plate: 882 AM286NS

Driver: MARK ZUCKERMAN SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: [signature] Date and Time: 6-10-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: [signature] Date and Time: 6-10-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6-10-10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5520 Fax: (215) 724-2939

Ticket: 3100000039031

	Date	Time	Scale
In:	6/10/2010	16:59:50	Scale 1
Out:	6/10/2010	17:02:20	P.T.

	Lbs	Tns
Gross:	81200	40.60
Tare:	26200	13.10
Net:	55000	27.50

Manifest: 400444
Vehicle ID: R872
Act 90 Decal: WH1544
Customer: MUSS DEVELOPMENT CORP

Facility Approval#: 083100161

Generator: CE Flushing LLC
Gen Address: 118-35 Queens Blvd
Forest Hills, NY 11375

Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Origin	Materials & Services	Quantity	Unit
Queens	Soil Treatment	27.50	Tns
Queens	Soil Treatment	27.50	Tns

Storage Area: Not Applicable
Sample ID: DRS
Comment:

Drivers: _____

Facility: _____
Schmidt, Joe

CLEANEARTH

Manifest # 408444

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing** **40-22 College Point Boulevard** **Flushing, NY 11354**	GROSS WEIGHT: ☒ Tons ☐ Yards 40.60
	TARE WEIGHT: ☐ Tons ☐ Yards 13.10
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards 27.50

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68/69

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/10/2010 1345

TRANSPORTER

Company: Rainbow Corp. Phone Number:

Address: Teaneck N.J. Truck # and License Plate: 572 TM 035D

Driver: JOSE MONTOYA SW Haulers Permit #: NJ-586

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/10/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6/10/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Ralph Schmidt Date and Time: 6/10/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-5500 Fax: (215) 724-7351

Ticket: 3100000039032

	Date	Time	Scale
In:	6/10/2010	17:23:46	Scale 1
Out:	6/10/2010	17:24:58	P.T.

	Lbs	Tns
Gross:	80000	40.00
Tare:	25480	12.74
Net:	54520	27.26

Manifest: 488rwh
Vehicle ID: 2629
Act 90 Decal: BW1534
Customer: NEW YORK CONTAINER CORP

Facility Approval: 883100161
Job Name: CF Flushing LLC
Job Address: 40 02 College Pt. Blvd
Flushing, NY 11354

Generator: CF Flushing LLC
Gen Address: c/o 30 Cutter Mill
Great Neck, NY 11021

Origin	Material & Service	Quantity	Unit
Shower	Soil Treatment	27.26	Tns
Pumpin	Soil Treatment	27.26	Tns

Shipping Papers Not Applicable
Manifest ID: 488
Removed:

Drivers: _____

Facility: _____
Schmidt, Joe

CLEANEARTH

Manifest # 408445

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS:	GROSS WEIGHT: ☒ Tons ☐ Yards	40,00
CE Flushing **40-22 College Point Boulevard** **Flushing, NY 11354**	TARE WEIGHT: ☐ Tons ☐ Yards	12,74
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	27,26

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68/69

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/10/2010 1400

TRANSPORTER

Company: Rainbow Comp Phone Number:

Address: Hackesstown NJ Truck # and License Plate: 825 AM234M

Driver: Andres Sabogal SW Haulers Permit #:

(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/10/2010

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6/10/2010

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/10/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Phn (215) 724-5500 Fax (215) 724-2979

Ticket: 5100888339833

	Date	Time	Scale
In:	6/18/2018	17:49:39	Scale 1
Out:	6/18/2018	17:57:39	0.1%

Manifest: 018_18
Vehicle Id: 1HD8287
Acct ID Desc: DP2456
Customer: [illegible]

	Tons	Tax
Gross:	80.540	$1.57
Tares:	27.940	$0.27
Nets:	52.600	$1.30

Generator: DP Plumbing Inc
Gen Address: 123 Old Route 31 Rd
Forest Hills, PA 17537

Facility Approval No: 8003R018A1
Fac Name: DP Plumbing Inc
Fac Address: 90 PA Turnpike Rd, Exit
Plumbing, PA 11357

Origin: Materials & Services
Waste: Soil Treatment
Waste: Soil Treatment

Shipping Area: Not Applicable
Sample No: 900
Comments:

Driver: _____

Facility: _____

CLEANEARTH

Manifest # 408446

GLOBAL JOB NUMBER: 105041 **FACILITY APPROVAL NUMBER:** 0831000161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other _____
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354**	GROSS WEIGHT: ☒ Tons ☐ Yards	41.67
	TARE WEIGHT: ☐ Tons ☐ Yards	13.47
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☐ Tons ☐ Yards	28.20

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-68/69

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/10/2010 1425

TRANSPORTER #207

Company: Nicholas

Address: 123 Howard Blvd. NJ

Driver: Jesse Bedoya

(Type or Print Clearly)

Phone Number:

Truck # and License Plate: AM856L

SW Haulers Permit #:

(applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: Date and Time: 6/10/2010

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: Date and Time: 6/10/2010

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6/10/2010

Clean Earth of Philadelphia
2001 South 61st Street
Philadelphia, PA 19153
Phone (215) 365-7500 Fax (215) 365-0131

Manifest: 4884 FI
Vehicle: Tbx 81385
Approved Quantity: 44000.00
Purchase Order: 4800 Blanket Order

Generator: US Trucking Inc
Gen. Address: 110 Jay Boston Drive
Parent Hill, NJ 12345

Origin:

Route:

Caution:

Storage Area: Drum
Sample Tag: DRM
Comments:

Materials & Services

Soil Treatment

Soil Treatment

Profile: 1000000.000135

	Date	Time	Status
Ins	5/11/2010	10:16:26	Submitted
Outs	6/15/2010	15:15:36	Submitted

	Lbs.	Tons
Gross	82760	41.38
Tare	72800	14.14
Nets	9960	26.74

Facility Approved By: SAMPLE
Trip Number: PP Trucking LLC
Sub Address: 40 PP College Pkg Drive
Pittsburgh, PA 11450

Quantity	Unit
26.74	Tns
26.74	Tns

Preparer: DODEN

Facility: Jeffrey Doden M 07/16

CLEANEARTH

Manifest # 408440

083100161

LOBAL JOB NUMBER: 105041 FACILITY APPROVAL NUMBER: ~~0831000161~~

ease Check One:

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

ALT90 # WH 7892

ype or Print Clearly)

ENERATOR'S NAME & SITE ADDRESS:
CE Flushing
40-22 College Point Boulevard
Flushing, NY 11354

ENERATOR'S PHONE: **718-263-3800**

GROSS WEIGHT: ☐ Tons ☐ Yards
TARE WEIGHT: ☒ Tons ☐ Yards 13.14
NET WEIGHT: ☒ Tons ☐ Yards 30.71

ESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

on-Hazardous Soil Destined for Recycling STOCKPILE SP-69/68

ENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

ame: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER
ignature: MO AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 720

RANSPORTER

ompany: RAINBOW TRANSPORTATION CORP Phone Number: 973-970-9240
ddress: 1170 RTE 46, LEDGEWOOD, NJ 07852 Truck # and License Plate: AL-3735(NJ) / #105
river: DIDIER TABORDA SW Haulers Permit #: NJ-586
(Type or Print Clearly) (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

river Signature: DIDIER TABORDA Date and Time: 6/11/10

ESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

river Signature: DIDIER TABORDA Date and Time: 6/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

uthorized Signature: Date and Time: 6/11/10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-2526 Fax: (215) 724-[illegible]

Ticket: [illegible]

	Date	Time	Scale
In:	6/11/2018	10:[illegible]6	Scale 1
Out:	6/11/2018	10:[illegible]4	P.T.

	Lbs.	Tons
Gross:	[illegible]	[illegible]
Tare:	[illegible]	[illegible]
Net:	[illegible]	[illegible]

Manifest: [illegible]
Vehicle ID: [illegible]
Profile Number: [illegible]
Customer: [illegible]

Generator: DF Plumbing LLC
Work Address: [illegible]
Permit: [illegible]

Transporter Approved: [illegible]
Tob Power of Plumbing LLC
Tnk [illegible]
Chesilhurst, NJ 08089

Origin: Materials & Services
Quantity: Unit

Source: Soil Remediation
Source: Soil Remediation

[illegible] Tons
[illegible] Tons

Chemical Analysis [illegible]
Sample ID: [illegible]
Comments:

Driver: DEDEE R T.

Facility: [illegible]
Schmidt, Jen

CLEAN EARTH

Manifest # 426940

08310016

GLOBAL JOB NUMBER: 105041

FACILITY APPROVAL NUMBER: ~~08307092G~~

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC	GROSS WEIGHT: ☐Tons ☐Yards	42,55
40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	13,14
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	29,71

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

NON HAZARDOUS SOIL FOR RECYCLING. STOCKPILE SP-68/69

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MAT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 1305

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 105 - AL3735

Driver: DIDIER TABORDA (Type or Print Clearly) SW Haulers Permit #: NJ-SA6 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: DIDIER TABORDA Date and Time: 6-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: DIDIER TABORDA Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: Date and Time: 6-11-10

GENERATOR

Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
Ph: (215) 724-4508 Fax: (215) 724-4539

Material: 420048
Vehicle ID: 11185
Profile: 881500
Customer: MERS WASTEWATER INC

Generator: CE Flushing LLC
Gen Address: 110 35 Queens Blvd
Forest Hills, NY 11375

Origin: Materials & Services

Queens: Soil Treatment
Queens: Soil Treatment

Discharge Excess Soil Approval
Sample ID: DEP
Comments:

Ticket: 310000039062

	Date	Time	Scale
In:	6/11/2010	16:43:16	Scale 1
Out:	6/11/2010	16:44:04	P.T.

	Lbs	Tns
Gross:	85700	42.85
Tare:	26280	13.14
Net:	59420	29.71

Facility Approval#: 08312B161
Job Name: CE Flushing LLC
Job Address: 40-22 College Pl, Qns
Flushing, NY 11354

	Quantity	Unit
	29.71	Tns
	29.71	Tns

Driver: DEDEER T.

Facility: Schmidt, Joe

CLEAN EARTH

Manifest # 426940

08310016

GLOBAL JOB NUMBER: 105041 FACILITY APPROVAL NUMBER: ~~083070926~~

Please Check One:

☐ Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Ph: 732-541-8909

☐ Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
Ph: 301-791-6220

☐ Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
Ph: 302-427-6633

☐ Other

☒ Clean Earth of Philadelphia
3201 S. 61st Street
Philadelphia, PA 19153
Ph: 215-724-5520

☐ Clean Earth of North Jersey
115 Jacobus Avenue
Kearny, NJ 07032
Ph: 973-344-4004

☐ Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

GENERATOR'S NAME & SITE ADDRESS: CE Flushing LLC	GROSS WEIGHT: ☐Tons ☐Yards	42,55
40-22 College Pt. Blvd, Flushing, NY	TARE WEIGHT: ☐Tons ☐Yards	13,14
GENERATOR'S PHONE: Mike Brenner 718-263-3800	NET WEIGHT: ☐Tons ☐Yards	29,71

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

NON HAZARDOUS SOIL FOR RECYCLING. STOCKPILE SP-68/69

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 1305

TRANSPORTER

Company: Rainbow Transport Corp. Phone Number: 973-970-9240

Address: 1470 Route 46, Ledgewood, NJ 07852 Truck # and License Plate: 105 - AL3735

Driver: DIDIER TABORDA (Type or Print Clearly) SW Haulers Permit #: NJ-SA6 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: DIDIER TABORDA Date and Time: 6-11-10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: DIDIER TABORDA Date and Time: 6-11-10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6-11-10

Ticket: 310000039045

	Date	Time	Scale
In:	6/11/2010	10:10:06	Scale 1
Out:	6/11/2010	10:16:38	Scale 1

	Lbs	Tns
Gross:	87700	43.85
Tare:	26280	13.14
Net:	61420	30.71

Facility Approval#: 083100161
Job Name: CE Flushing LLC
Job Address: 40-22 College Pt. Blvd
Flushing, NY 11354

Quantity	Unit
30.71	Tns
30.71	Tns

Driver: DIDIER

Facility: Supv. Clifford N 67116

CLEANEARTH

Manifest # 408440

GLOBAL JOB NUMBER: 105041

FACILITY APPROVAL NUMBER: ~~0831000161~~ 083100161

Please Check One:

- ☐ Clean Earth of Carteret, 24 Middlesex Avenue, Carteret, NJ 07008, Ph: 732-541-8909
- ☐ Clean Earth of Maryland, 1469 Oak Ridge Place, Hagerstown, MD 21740, Ph: 301-791-6220
- ☐ Clean Earth of New Castle, 94 Pyles Lane, New Castle, DE 19720, Ph: 302-427-6633
- ☐ Other
- ☒ Clean Earth of Philadelphia, 3201 S. 61st Street, Philadelphia, PA 19153, Ph: 215-724-5520
- ☐ Clean Earth of North Jersey, 115 Jacobus Avenue, Kearny, NJ 07032, Ph: 973-344-4004
- ☐ Clean Earth of Southeast Pennsylvania, 7 Steel Road East, Morrisville, PA 19067, Ph: 215-428-1700

Non-Hazardous Material Manifest

(Type or Print Clearly)

Act 90 # WH 7892

GENERATOR'S NAME & SITE ADDRESS: **CE Flushing, 40-22 College Point Boulevard, Flushing, NY 11354**	GROSS WEIGHT: ☐ Tons ☒ Yards
	TARE WEIGHT: ☒ Tons ☐ Yards 13.14
GENERATOR'S PHONE: **718-263-3800**	NET WEIGHT: ☒ Tons ☐ Yards 30.71

DESCRIPTION OF MATERIAL/SAMPLE ID AND LOCATION

Non-Hazardous Soil Destined for Recycling STOCKPILE SP-69/68

GENERATOR'S CERTIFICATION – Incomplete and/or unsigned manifests will cause the load to be delayed and/or rejected.

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR Part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, is not a DOT hazardous substance as defined by 49 CFR Part 172 or any applicable state law, has been fully and accurately described above, classified, packaged and is in proper condition for transportation according to all applicable state and federal regulations.

Name: MATT OLESKE AS AGENT FOR CE FLUSHING Title: ENV. ENGINEER

Signature: [signature] AS AGENT FOR CE FLUSHING Date and Time: 6/11/10 720

TRANSPORTER

Company: RAINBOW TRANSPORTATION CORP Phone Number: 973-970-9240

Address: 1170 RTE 46, LEDGEWOOD, NJ 07852 Truck # and License Plate: AL-3735 (NJ) / #105

Driver: DIDIER TABORDA (Type or Print Clearly) SW Haulers Permit #: NJ-586 (applicable state permit #)

I hereby certify that the above named material was picked up at the site listed above.

Driver Signature: DIDIER TABORDA Date and Time: 6/11/10

DESTINATION

I hereby certify that the above named material was delivered without incident to the facility noted above.

Driver Signature: DIDIER TABORDA Date and Time: 6/11/10

I hereby certify that the above named material has been accepted at the above referenced facility.

Authorized Signature: [signature] Date and Time: 6/11/10

GENERATOR

APPENDIX F
AIR MONITORING LOGS

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | Client: C.E. Flushing, LLC | Date: 1/5/10

Work Activity: Non-haz soil disposal | Logged By: SC

Job No: 30141

Weather: Clear 25°F | Wind Direction: NE | Wind Speed: ~10 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0705	Stockpile 66	0.0	0.042	none	BACKGROUND
0720	Stockpile 66	0.0	0.077	none	
0728	" " "	0.0	0.016	none	Stop monitoring - 1st round air
1230	" "	0.0	0.048	none	Start Air monitoring
1245	" "	0.0	0.112	none	
1300	" "	0.0	0.027	none	Stop Air monitoring 2nd round out.

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 1/7/10

Work Activity: • Non-haz soil disposal (Stockpile 65) 28°F to

Logged By: SG

Job No: 30141

Weather: Clear ~40° F | **Wind Direction:** ~~E~~ NE | **Wind Speed:** ~15 to 20 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0707	Stockpile 65	0.0	0.192	none	BACKGROUND Start Air Monitoring
0720	" "	0.0	0.131	none	
0735	" "	0.0	0.071	none	Stop air monitoring
1015	Stockpile 65	0.0	0.118	none	Start air monitoring
1100	" "	0.0	0.172	none	Trucks slow at
1130	" "	0.0	0.202	none	landfill - Collecting
1155	" "	0.0	0.144	none	Air readings as trucks
1205	" "	0.0	0.018	none	roll in.
					Stop Air monitoring @ 1205
1300	East - adjacent to garage	0.0	0.046	none	Start Aqua Sun 1
1315	" "	0.0	0.000	none	Pipe excavation
1330	" "	0.0	0.077	none	
1345	" "	0.0	0.095	none	
1400	" "	0.0	0.046	none	
1415	" "	0.0	0.024	none	Stop Air monitoring Finished Pipe Trench

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | Client: C.E. Flushing, LLC | Date: 1/8/10

Work Activity: Aqua Swirl installation excavation | Logged By: SG

Job No: 30141

Weather: Overcast - 34°F | Wind Direction: SE | Wind Speed: Calm to 5 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
1015	East-adjacent to garage	0.0	0.064	none	BACKGROUND Start Air monitoring.
1030		0.0	0.092	none	
1045	" "	0.0	0.071	none	
1100	" "	0.0	0.021	none	
1115	" "	0.0	0.011	none	
1130	" "	0.0	0.044	none	
1145	" "	0.0	0.009	none	Stop for lunch
1235	" "	0.0	0.081	none	Start Air Monitoring
1300	" "	0.0	0.059	none	
1315	" "	0.0	0.019	none	
1320	" "	0.0	0.033	none	

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 1/11/10

Work Activity: Non-haz Soil disposal | **Logged By:** SG

Job No: 30141

Weather: Clear 20-35°F | **Wind Direction:** NE | **Wind Speed:** 7 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0708	Stockpile 65	0.0	0.092	none	BACKGROUND Start
0715	" "	0.0	0.146	none	
0730	" "	0.0	0.082	none	Stop Air monitoring
1020	Stockpile 65	0.0	0.086	none	Start air monitoring
1035	" "	0.0	0.055	none	
1050	" "	0.0	0.072	none	Stop Air monitoring
1310	Stockpile 65	0.0	0.112	none	Start Air monitoring
1325	" "	0.0	0.092	none	
1340	" "	0.0	0.091	none	
1500	" "	0.0	0.094	none	
1515	" "	0.0	0.099	none	Stop Air monitoring

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 01/14/10

Work Activity: PIPE TIE-IN (SEWER) | **Logged By:** EK

Job No: 30141

Weather: SUNNY, LT HAZE, ~30°F | **Wind Direction:** SE | **Wind Speed:** VLt

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0734	NEAR SP#68	0.0	0.014	NONE	~~BACKGROUND~~ RMZ-A ONLY, SO FAR
0811	" " "	0.0	0.048	NONE	RMZ-A ONLY
1400	TARGET LOAD DOCK	0.0	0.064	NONE	RMZ-A ONLY, SO FAR

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

Air Monitoring Log

AKRF Engineering, P.C.
Environmental Consultants

Client: C.E. Flushing, LLC | Date: 01/19/10

Project: Flushing Industrial Park, Flushing, NY | Logged By: EK

Work Activity: CATCH BASIN INSTALLATION | Job No: 30141

Weather: CLOUDY, LT FOG, ~40°F | Wind Direction: W | Wind Speed: VLT

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0839	GRAVEL STOCKPILE	0.0	0.006	NONE	BACKGROUND
0932	CB #4	0.0	0.013	NONE	RMZ-A ONLY, SO FAR
0942	CB #4	0.0	0.023	NONE	RMZ-B
0959	CB #4	0.0	0.035	NONE	RMZ-B ; STOP AIR MONITORING
1125	CB #3	0.0	0.034	MILD PETROL-LIKE	RMZ-B
1145	CB #3	0.0	0.045	" "	RMZ-B
1200	CB #3	0.0	0.027	" "	RMZ-B ; STOP AIR MONITORING

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | Client: C.E. Flushing, LLC | Date: 01/20/10

Work Activity: TRENCHING FOR PIPE RUN | Logged By: EK | Job No: 30141

Weather: MOSTLY SUNNY, CLEAR, ~35°F | Wind Direction: SE | Wind Speed: LT

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0830	GRAVEL STOCKPILE	0.0	0.017	NONE	BACKGROUND
1249	SP#68	0.0	0.043	NONE	RMZ-A ONLY
1306	NW OF SP#68	0.0	0.047	NONE	RMZ-A ONLY
1332	" " " "	0.0	0.105	NONE	RMZ-A ONLY
1342	" " " "	0.0	0.207	NONE	RMZ-A ONLY
1355	" " " "	0.0	0.025	NONE	RMZ-A; STOP MONITORING

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 1/27/10

Work Activity: Pipe installation for catchbasins | **Logged By:** SG | **Job No:** 30141

Weather: Clear 39° F | **Wind Direction:** SWest | **Wind Speed:** 3 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0931	West Side	0.0	0.018	none	BACKGROUND Start Air Monitoring
0945	" "	0.0	0.032	none	
1000	" "	0.0	0.016	none	
1015	" "	0.0	0.007	none	
10 30	" "	0.0	0.041	none	
1045	" "	0.0	0.019	none	
1100	" "	0.0	0.023	none	
1130	" "	0.0	0.011	none	
1145	" "	0.0	0.062	none	Stop air monitoring. Lunch

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | Client: C.E. Flushing, LLC | Date: 1/29/10

Work Activity: Pipe trench Installation | Logged By: SG | Job No: 30141

Weather: Clear 18°F | Wind Direction: NE | Wind Speed: 20mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0730	Northwest Corner	0.0	0.000	none	BACKGROUND
0745	" "	0.0	0.011	none	
0800	" "	0.0	0.106	none	
0805	Stop Air monitoring - Display on PID and Dust meter disappearing from Cold and wind.				

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | Client: C.E. Flushing, LLC | Date: 2-3-2010

Work Activity: EXCAVATION / CATCH BASIN @ NW CORNER OF BJ'S - SOUTH OF (7) LINE. | Logged By: M.O. | Job No: 30141

Weather: 30°F, LIGHT FLURRIES, 1-2" SNOW ON GROUND. | Wind Direction: SW | Wind Speed: LIGHT 0-3

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
730	NW CORNER BJ's	ND	0.000	NONE	BACKGROUND (AWAY FROM EXCAVATION)
745	"	ND	0.006	NONE	DIGGING IN SHEATHING
800	"		0.000	NONE	DIGGING IN SHEATHING.
~~815~~ 800	EXCAVATION CEASED, WORKER BURNING SHEETING w/ TORCH.				
800 - 815	NW CORNER BJ's	ND	NA	NONE	WORKER USING TORCH ON SHEETING NO DIGGING, USED PID ONLY TO MONITOR.
830	"	ND	NA	NONE	"
845	"	ND	NA	NONE	"
~847	BURNING / CUTTING CEASED NO EXCAVATION.				
915 - 930	NW CORNER BJ's	ND	NA	NONE	CUTTING SHEET PILE w/ TORCH, NO EXCAVATION.
930 - 945	"	ND	NA	NONE	"

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 2/9/10

Work Activity: Catch Basin Installation | **Logged By:** SG | **Job No:** 30141

Weather: Clear – 29°F | **Wind Direction:** NE | **Wind Speed:** ~10 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m³)	ODORS	COMMENTS
1030	Nwest Corner	0.0	0.131	slight petroleum-like odor	BACKGROUND
1045	" "	0.0	0.121	↓	
1100	" "	0.0	0.094		
1115	" "	0.0	0.023		
1130	" "	0.0	0.112		
1145	" "	0.0	0.006		
1200	" "	0.0	0.019	Petroleum-like	– Stopped Monitoring

M.O.

CATCH BASIN INSTALLATION – NW CORNER, 25°F, CLEAR, ~5mph NW NW(NW) 2/9/2010 LOGGED BY M.O.

745–800	NW CORNER	0.0	.019	NONE	
800–815	"	0.0	.064	↓	
815–830	"	0.0	.072	↓	EXCAVATION CEASED, BACKFILL BASE OF EXC. W/ IMPORTED CLEAN 3/4" STONE.

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m³: level D*
>10 ppm: level C	>2.5mg/m³: dust suppression
>500 ppm: STOP	>5 mg/m³: level C
	>125mg/m³: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m³ above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m³ above background: dust suppression
>25 ppm above background: STOP	>0.15 mg/m³ above background: STOP

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 6-9-2010

Work Activity: TRUCK LOAD OUT. (SP-68 TO CE Plushing) | **Logged By:** M.O.

Job No: 30141

Weather: Clear ~ 70°F, light wind. | **Wind Direction:** | **Wind Speed:**

Memory ID	TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
	~~700-715~~	SP-68	ND	0.058	NONE	BACKGROUND
1	700-715	SP-68	ND	0.862	NONE	LOADING
2	715-730	SP-68.	ND	1.637	NONE	LOADING.
3	730-745	SP-68	ND	1.637	NONE	LOADING.
4	745-800	SP-68	ND	0.238	NONE	LOADING
~~5~~	800-815	SP-68	ND	0.124	NONE	LOADING (FINISHED ~805).
	815-830	SP-68	ND	0.960	NONE	ONE READING AFTER LOADING.
	830-845	SP-68	ND.	0.357	NONE	(EXCAVATOR WORKING W/STOCKPILE) EXCAVATOR WORKING W/SP.
	845-900	SP-68	ND	0.364	NONE	
	900-915	SP-68	ND	0.055	NONE	
	915-930	SP-68	ND	0.034	NONE	
	~~930-945~~	~~SP-68~~	ND		NONE	EXCAVATOR STOPPED. COFFEE BREAK.
	1010-1025	SP-68	ND	0.047.	NONE	EXCAVATOR STOPPED - SP'S ARE READY FOR LOAD OUT
5	1230-1245	SP-68	ND	0.163	NONE	TRUCK LOADING.
6	1245-1300	SP-68	ND	~~1.06~~ 1.056	NONE	TRUCK LOADING.
7	1300-1315	SP-68	ND	1.645	NONE	TRUCK LOADING.
8	1315-1330	SP-68	ND	0.949	NONE	TRUCK LOADING.
9	1330-1345	SP-68	ND	1.298	NONE	
10	1345-1400	SP-68	ND	0.213	NONE	

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

Keep approx 100yd^3 of clean

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 6/10/10

Work Activity: LOADING TRUCKS FROM SP-68.

Logged By: M.O.

Job No: 30141

Weather: wet ground, humid, ~65°F, cloudy. | **Wind Direction:** | **Wind Speed:**

Log #	TIME	LOCATION	PID (ppm)	DUST (mg/m³)	ODORS	COMMENTS
	0655	SP-68	ND	0.031	NONE	BACKGROUND
11	700-715	SP-68	ND	0.025	NONE.	LOADING TRUCKS (SP-68)
12	715-730	SP-68	ND	0.026	NONE.	
13	730-745	SP-68	ND	0.031	NONE	
14	745-800	SP-68	ND	0.046	NONE	
	806-815	SP-68	ND	0.048	NONE	
15	815-830	SP-68	ND	0.059	NONE	STOCKPILE SP-68 FOR NEXT ROUND OF LOADING.
16	830-845	SP-68	ND	0.051	NONE	
17	845-900	SP-68	ND	0.061	NONE	
18	900-915	SP-68	ND	0.065	NONE	
	930-945	SP-68.	ND	0.085	NONE	BULLDOZER SCRAPING BOTTOM OF SP-68.
19	1235-1250	SP-68	ND	0.057	NONE	EXCAVATOR WORKING W/SP 68 (PREP FOR LOADING).
20	~~1250-1305~~ ~~1250-1315~~	SP-68	ND	0.060	NONE	LOADING TRUCKS W/SP-68
21	1315-1330	SP-69	ND	0.077	NONE	
22	1330 1345	SP-69	ND	0.093	NONE	
23	1345-1400	SP-69	ND	0.057	NONE	LOADING W/SP-69.

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m³: level D*
>10 ppm: level C	>2.5mg/m³: dust suppression
>500 ppm: STOP	>5 mg/m³: level C
	>125mg/m³: STOP

Community (Perimeter) Action Levels	
(Only if PID>4 ppm above background, or if dust>0.75 mg/m³ above back	
OVM	**DU**
>5 ppm above background: vapor suppression	>0.1 mg/m³ above back
>25 ppm above background: STOP	**>0.15 mg/m³ above ba**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 6/11/10

Work Activity: LOADING TRUCKS. | **Logged By:** M.O. | **Job No:** 30141

Weather: P-cloudy, 68°F low wind from NW. | **Wind Direction:** | **Wind Speed:**

	TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
	658	SP-68	ND	0.020	NONE	BACKGROUND
27	700-715	SP-68	ND	0.038	NONE	LOADING SP/68/69
28	730	SP-65	ND	0.033	NONE	LOADING SP-65
29	745	SP65	ND	0.026	NONE	
30	801	SP-65	ND	0.031	NONE	
	815	SP-65	ND	~~0.028~~	NONE	
	830	SP-65	ND	0.037	NONE	
	845	SP-65	ND	0.052	NONE	
	850-945	SP-65	ND	0.036	NONE	EXCAVATOR WORKING W/ SP-65 PREP FOR LOADING.
	945-1000	SP-65	ND	0.041	NONE	"
	1150-1145	SP-65	ND	0.040	NONE	LOADING SP-65
	1200	SP-65	ND	0.031	NONE	
	1215	SP-65	ND	0.037	NONE.	
	1230	SP-65	ND	0.051	NONE	
	1245	SP-65	ND	0.040	NONE	
	1300	SP-65	ND	0.039	NONE	
	1315	SP-68/69.	ND	0.029	NONE	
	1330	SP 65	ND.	0.033	NONE.	LOADING SP-65.
31	1400-1415	SP-65	ND	0.035	NONE	EXCAVATOR WORKING W/SP-65.
32	1430	SP-65	ND	0.026	NONE	
33	1445	SP 65	ND	0.021	NONE	DONE FOR DAY.

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 6/14/2010

Work Activity: Loading SP-65. | **Logged By:** M.O. | **Job No:** 30141

Weather: Cloudy, 76°F. | **Wind Direction:** NW | **Wind Speed:** Light

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
6^{45}	SP-65	ND	0.021	NONE	BACKGROUND
7^{00} - 7^{15}	↓	ND	0.037	NONE	Loading Trucks (SP-65)
7^{15} - 7^{30}		ND	0.040	NONE	↓
7^{30} - 7^{45}		ND	0.035	NONE	
7^{45} - 8		ND	0.037	NONE	
8 - 8^{15}		ND	0.041	NONE	Excavator working w/SP-65
8^{15} - 8^{30}		ND	0.038	NONE	↓
8^{30} - 8^{45}	↓	ND	0.042	NONE	↓ Coffee @ 8^{45}
11^{00} - 11^{15}	SP-65	ND	0.090	NONE	Loading Trucks (Round 2, SP-65)
11^{15} - 11^{30}	↓	ND	0.077	NONE	
11^{30} - 11^{45}		ND	0.071	NONE	
11^{45} - 12^{00}	↓	ND	0.081	NONE	Working w/SP-65 (prep for round 3 of trucks).

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 6/15/10

Work Activity: LOADING SP-65. | **Logged By:** A.S.

Job No: 30141

Weather: | **Wind Direction:** | **Wind Speed:**

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
7^{00}	SP-65	ND	0.030	NONE	BACKGROUND
7^{00}-715		ND	0.032	NONE	LOADING SP-65.
715-730		ND	0.048	NONE	
745		ND	0.052	NONE	
11^{00}-11^{15}		ND	0.059	NONE	
11^{15}-11^{30}		ND	0.081	NONE	
1145		ND	0.043	NONE	

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY	**Client:** C.E. Flushing, LLC	**Date:** 9/24/2010
Work Activity:	**Logged By:** M.O.	
	Job No: 30141	
Weather: Overcast in AM, SUNNY ~ 85°F	**Wind Direction:** SE	**Wind Speed:** ~5 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
7:25	W. ADJ TO PARK GARAGE ENTRANCE ON 40TH RD.	ND	0.074	NONE	BACKGROUND
8:00-8:15	"	ND	0.156	NONE	EXCAVATION FOR AQUA SWIRL.
8:15-8:30	"	ND	0.112	NONE	
8:30-8:45	"	ND	0.127	NONE	
8:45-9	"	ND	0.089	NONE	
9-9:15	"	ND	0.094	NONE	
9:15-9:30	"	ND	0.056	NONE	
9:30-9:45	"	ND	0.068	NONE	
9:45-10:00	"	ND	0.093	NONE	
10:00-10:15	"	ND	0.114	NONE	
10:15-10:30	"	ND	0.076	NONE	
10:30-10:45	"	ND	0.109	NONE	
10:45-11:00	"	ND	0.057	NONE	AQUA-SWIRL PULLING TANK OUT
11:00-11:15	"	ND	0.061	NONE	
11:15-11:30	"	ND	0.050	NONE	

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 9/23/10

Work Activity:

Logged By: M.O.

Job No: 30141

Weather: Clear, Sunny, 82°F. | **Wind Direction:** SE | **Wind Speed:** 5mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0720-0735	ASPHALT AREA W. ADJ TO 40th Rd GARAGE ENTR.	ND	0.028	NONE	BACKGROUND
0815-0830	"	ND	0.065	NONE	STARTED EXCAVATION TO RAISE "MANHOLE"
0830-0845	"	ND	0.045	NONE	FINISHED - PEELED UP ASPHALT.
0930-945	"	ND	0.049	NONE	STARTED EXCAVATION PAST ASPHALT.
945-1000	"	ND	0.045	NONE.	
10-1005	"	ND	0.048	NONE	
1015-1030	"	ND	0.045	NONE.	
1030-1045	"	ND	0.054	NONE.	
1045-11	"	ND	0.184	NONE	SMOKE COMING FROM INSIDE GARAGE.
1100-1115	"	ND	0.065	NONE	
1300-1315	"	ND	0.074	NONE	
1315-1330	"	ND	0.114	NONE	
1330-1345	"	ND	0.081	NONE	
1345-1400	"	ND	0.066	NONE	

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY	**Client:** C.E. Flushing, LLC	**Date:** 9/22/2010
Work Activity:	**Logged By:** M.O.	
	Job No: 30141	
Weather: Clear, Sunny, 78°F	**Wind Direction:** SE	**Wind Speed:** ~5

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0730	ADJ. PARKING WEST OF GARAGE ENTRANCE.	ND	0.046	NONE	BACKGROUND
0815-0830	"	ND	0.071	NONE	TRENCHING WEST. ADJ. TO PARKING GARAGE STRUCTURE.
0830-45	"	ND	0.049	NONE	
845-9.	"	ND	0.056	NONE	BREAK FOR COFFEE @ 9
915-930	"	ND	0.052	NONE	1ST TRENCH FINISHED @ 930
1015-1030	"	ND	0.056	NONE.	TRENCHING.
1030-45	"	ND	0.058	ND	
1045-11	"	ND	0.073	NONE	
1230-1245	"	ND	0.135	NONE	CLEANING OF TRENCH W/ MACHINE AND USING JACKHAMMER ON CONC.
1455-1510	"	ND	0.063	NONE	BACKFILLING TRENCH.

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 9/20/10

Work Activity: SAW CUTTING, SOME EXC. | **Logged By:** EP

Job No: 30141

Weather: CLEAR, COOL, 70° | **Wind Direction:** ~E | **Wind Speed:** ~5 MPH

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0830	EXCAVATION	0.0	0.038	NONE	BACKGROUND
0900	4	0.0	0.052	NONE	SAW CUTTING
					NO EXCAVATION

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 9/21/10

Work Activity: STORM DRAIN CONNECTION | **Logged By:** EP.

Job No: 30141

Weather: 70° CLEAR, COOL. | **Wind Direction:** E | **Wind Speed:** ~5

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0900	40 MRD	0.0	0.045	NONE	BACKGROUND
					NO EXCAVATION.

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

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Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 9/17/20

Work Activity: EXCAVATING FOR PLUMBING CONNECTION | **Logged By:** EP.

Job No: 30141

Weather: | **Wind Direction:** | **Wind Speed:**

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
0800	WEST ADJ TO EXCAVATION	0.0	0.085	NONE	BACKGROUND
0830	"	0.0	0.088	NONE	
0900	"	0.0	0.103	NONE	
0930	"	0.0	0.075	NONE	
1000	"	0.0	0.080	NONE	
1030	"	0.0	0.065	NONE	
1100	"	0.0	0.075	NONE	
1130	"	0.0	0.090	NONE	
1230	"	0.0	0.030	NONE	
1300	"	0.0	0.043	NONE	
1330	"	0.0	0.036	NONE	
1400	"	0.0	0.077	NONE	
1430	"	0.0	0.042	NONE	CEASED EXC.

Work Zone Action Levels	
OVM	DUST
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	DUST
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 09/16/10

Work Activity: EXCAVATION FOR STORM SEWER CONNECTION AT 40TH RD SOUTH OF PARKING GARAGE | **Logged By:** EK

Job No: 30141

Weather: CLOUDY, Lt HAZE, ~75°F | **Wind Direction:** SW | **Wind Speed:** Lt

TIME	LOCATION	PID (ppm)	DUST (AVG) (mg/m^3)	ODORS	COMMENTS	Duration (mm)
1235	EAST OF EP-248	0.0	0.040	NONE	BACKGROUND	4½
1247	" " " "	0.0	0.056	"		1½
1354	" " " "	0.0	0.066	NONE		1½

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 09/08/10

Work Activity: EXCAVATION TO MOVE STORM SEWER | **Logged By:** EK

Job No: 30141

Weather: PARTLY SUNNY, ~80°F, VLT RAIN | **Wind Direction:** E | **Wind Speed:** LT

TIME	LOCATION	PID (ppm)	DUST (AVG) (mg/m^3)	ODORS	COMMENTS	Duration
0805	SOUTH OF EP-12	0.0	0.099	NONE	BACKGROUND (EK)	1½
0935	EP-12	0.0	0.089	NONE		1½
1041	EP-12	0.0	0.195	NONE		1½
1313	EP-12	0.0	0.439	NONE		1½
1414	EP-12	0.0	0.195	NONE		1½

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY	**Client:** C.E. Flushing, LLC	**Date:** 11/8/10
Work Activity: water main tie-in on 40th Rd.	**Logged By:** SG	
	Job No: 30141	
Weather:	**Wind Direction:**	**Wind Speed:**

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
1340	40th Rd West	0.0	0.047	none	BACKGROUND - Start air monitoring
1400	40th Rd West & Southwest part Corner of site. (2')	0.0	0.016	none	Stop air monitoring

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 11/2/10

Work Activity: Underground utility excavation - 40th Rd west | **Logged By:** S G

Job No: 30141

Weather: Clear ~47 °F | **Wind Direction:** NE | **Wind Speed:** ~5 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m^3)	ODORS	COMMENTS
10 15	40th Rd west	0.0 (WD)	0.019	none	BACKGROUND off-site
1030	40th Rd west	0.0	0.014	none	Start air monitoring
1045	" "	0.0	0.011	none	
1100	" "	0.0	0.091	none	
1115	" "	0.0	0.022	none	
1130	" "	0.0	0.013	none	
1145	" "	0.0	0.008	none	Stop air monitoring for lunch
1245	" "	0.0	0.066	none	Lunch over - Start air monitoring
1300	" "	0.0	0.035	none	
1315	" "	0.0	0.029	none	
1330	" "	0.0	0.036	none	
1345	" "	0.0	0.041	none	
1400	" "	0.0	0.027	none	
1415	" "	0.0	0.006	none	
1430	" "	0.0	0.018	none	
1445	" "	0.0	0.022	none	End air monitoring

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m^3: level D*
>10 ppm: level C	>2.5mg/m^3: dust suppression
>500 ppm: STOP	>5 mg/m^3: level C
	>125mg/m^3: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m^3 above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m^3 above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m^3 above background: STOP**

AKRF Engineering, P.C.
Environmental Consultants

Air Monitoring Log

Project: Flushing Industrial Park, Flushing, NY | **Client:** C.E. Flushing, LLC | **Date:** 11/1/10

Work Activity: Underground utility excavation | **Logged By:** SG

Job No: 30141

Weather: Clear ~50°F | **Wind Direction:** N | **Wind Speed:** ~5-10 mph

TIME	LOCATION	PID (ppm)	DUST (mg/m³)	ODORS	COMMENTS
0910	40th Rd West	ND	NA		BACKGROUND Start air monitoring
1015	" "	ND	↓		
1030	" "	ND			
1045	" "				
1100	" "				
1115	" "				
1130	" "				
1245	40th Rd West	ND	NA		
1300	" "	ND			
1315	" "	ND			
1330	" "	ND			
1400	" "	ND			
1415	" "	ND	↓		• 40' length of trench excavation complete. • Stop air monitoring.
					Dust Meter not working today - Replacement pending

Work Zone Action Levels	
OVM	**DUST**
<10 ppm: level D	<5 mg/m³: level D*
>10 ppm: level C	>2.5mg/m³: dust suppression
>500 ppm: STOP	>5 mg/m³: level C
	>125mg/m³: STOP

Community (Perimeter) Action Levels (Only if PID>4 ppm above background, or if dust>0.75 mg/m³ above background in Work Zone)	
OVM	**DUST**
>5 ppm above background: vapor suppression	>0.1 mg/m³ above background: dust suppression
>25 ppm above background: STOP	**>0.15 mg/m³ above background: STOP**

APPENDIX G

DECEMBER 2010 INSPECTION FORMS

SITE COVER INSPECTION FORM
FLUSHING INDUSTRIAL PARK, PARCELS 1, 2 AND 3
COLLEGE POINT BOULEVARD AND 40TH ROAD, FLUSHING, NEW YORK

Inspector: Steve Grens of AKRF, Inc.

Date: December 20, 2010

1. Landscaped areas:

Adequate top soil cover present?

The western and southern portions of Parcel 3 is unpaved, with RMZ A soil/fill cover.

Signs of erosion?

No signs of erosion noted during the site insepction.

Recommended corrective action:

Site cover repair in accordance with SMP. According to site representative, corrective actions will be implemented during construction of the esplanade.

2. Outdoor paving/sidewalks:

Note any signs of cracking or other damage:

No signs of cracking or damage observed on any of the asphalt-paved parking and loading dock areas or on the concrete sidewalks. One open excavation exists for underground utility excavation on northern portion of Parcel 3.

Note any areas where greater than 25% of surface is cracked/damaged:

No areas greater than 25% surface damage were observed on Parcel 1, 2, and 3 (northern portion).

Recommended corrective action:

Site cover repair in accordance with SMP. According to site representatives, corrective actions anticipated early 2011.

3. Lower level garage slab:

Note any signs of cracking or other damage:

Minor cracks observed on the concrete floor slab in residential parking garage beneath Target. Five discrete (approx 3' by 3') openings in the mason black wall were noted in the northern portion of the parking area beneath Target with exposed RMZ A soil through the wall. According to site representatives, these openings will be closed in early 2011 as the contractor continues to finish interior construction.

Note any areas where greater than 25% of surface is cracked/damaged:

No areas greater than 25% surface damage were observed.

Recommended corrective action:

Repair openings in wall. According to site representatives, corrective actions anticipated early 2011.

Comments (attach photos/sketches to illustrate any damage noted):

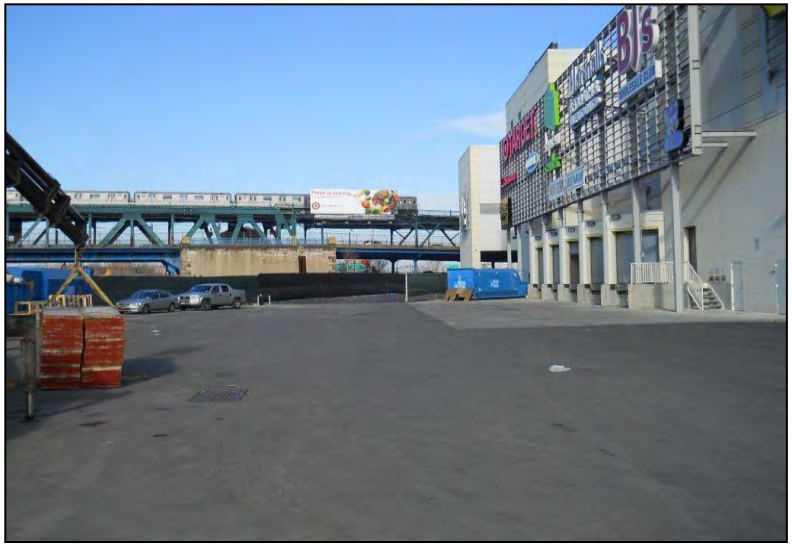
Breaches in the site cover were noted on portions of Parcel 3. A locking, chain-link fence surronds the area where the cover is open so area is inaccessible to pedestrians and unauthorized personnel. Repair of the site cover will be conducted during construction of the esplanade.

Photograph 1: Southwestern corner of the site - opening in site cover on Parcel 3 (behind fence) and asphalt pavement on Parcel 2 (right of fence).

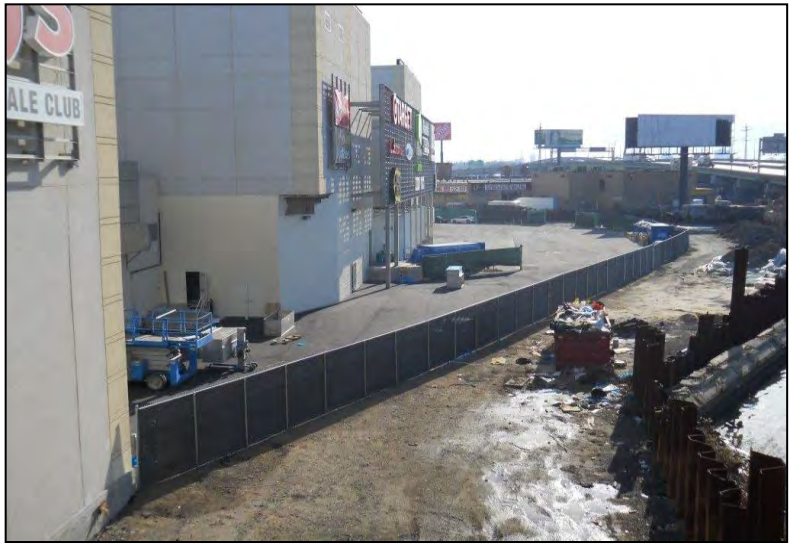
Photograph 2: Southern portion of the site (on Parcel 3) with chain-link fence surrounding area with cover opening.

Photograph 3: Opening in the site cover for underground utility installation on the northern portion of Parcel 3.

Photograph 4: Aerial view of stockpiles and site cover openings in the southwestern portion of the site (Parcel 3).

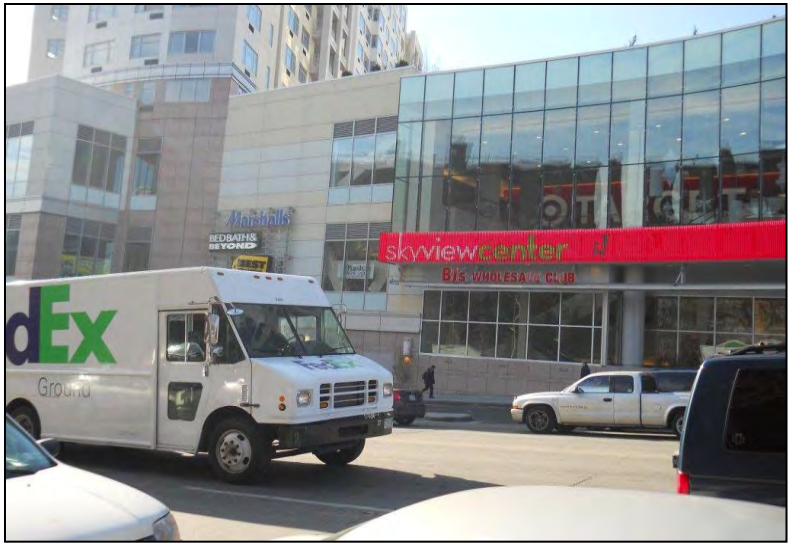


Photograph 5: Looking north at the western portion of Parcel 2.



Photograph 6: Southern view of western portion of the site (Parcels 2 and 3).

Photograph 7: View of the southern portion of the site on 40th Road - parking garage with commercial use in background .



Photograph 8: View of retail space on the eastern portion of the site, on College Point Boulevard.

Photograph 9: Cracking in the ground floor slab in the parking garage.

Photograph 10: Openings in the concrete block wall located in the northern portion of the parking garage (beneath Target on Parcel 1).

Photograph 11: Concrete slab as part of the site cover in the ground floor parking garage.

Photograph 12: Concrete slab as part of the site cover in the ground floor parking garage.

SITE-WIDE INSPECTION FORM
FLUSHING INDUSTRIAL PARK
COLLEGE POINT BOULEVARD AND 40TH ROAD, FLUSHING, NEW YORK

Inspector: Steve Grens of AKRF, Inc. (accompanied by M. Nicholas of Related and B. Smith of Tishman)

Date: 12/20/10

1. Site Use Restrictions

No on-site vegetable gardens? None.

No groundwater withdrawal for potable/non-potable use? None.

Restricted residential use maintained? Residential Tower 3 is occupied and Residential Towers 1 and 2 are undergoing interior construction. The commerical/retail areas are occupied and are opened for the public.

2. Site Cap

Note the date that the annual site cap inspection was performed:
December 20, 2010, concurrent with site-wide inspection

Repairs made as noted during inspection?
Repairs to site cover were recommended. According to site representatives, repairs are anticipated to be performed in early 2011 and as part of the esplanade construction.

3. Soil Management

Note the date(s) of any soil disturbance activities conducted during the past year:
Soil excavation activities occurred from January through September 2010.

Proper soil management procedures implemented (cite appropriate close-out reports)?
Soil management procedures performed in accordance with the Site Management Plan, as documented in the forthcoming 2010 Site Management Report.

4. Groundwater Monitoring

Monitoring being conducted on a quarterly basis (note the dates of sampling conducted)?
No quarterly groundwater monitoring occurred in 2010 due to ongoing construction which damaged several groundwater wells. Re-installation of wells will occur when pavement of Parcel 3 is complete.

All on-site monitoring wells in working condition (note any repairs/replacement)?
Groundwater monitorings wells MW-41 and MW-42 are intact.

5. Recordkeeping

Check that the following records/reports are being maintained/completed (note report/log dates as appropriate):

1) Annual site cap inspection log: The 2009 site cover inspection report is maintained by AKRF, Inc. and Tishman.

2) Close-out report(s) for soil disburbance activities (including manifests for soil disposal): Annual Site Management Reports documenting soil disturbance activities are maintained by AKRF and Tishman.

3) Annual groundwater monitoring reports (including laboratory analytical data): Quarterly groundwater monitoring reports and annual Site Management Reports maintained by AKRF, Inc. and Tishman.

6. Comments

Quarterly groundwater monitoring will resume following reinstallation of the monitoring wells which will be completed upon grading and repair of site cover on Parcel 3 (to be completed as part of the esplanade construction).

APPENDIX H

INSTITUTIONAL AND ENGINEERING CONTROL CERTIFICATION FORMS

Enclosure 2

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form

Site Details **Box 1**

Site No. C241051

Site Name Flushing Industrial Park (Eastern) Parcel 1

Site Address: NW Corner of College Pt Boulevard & 40th Road Zip Code: 11354
City/Town: Flushing
County: Queens
Site Acreage: 5.4
Reporting Period: ~~May 16~~ Jan. 1, 2010 to January ~~30~~ 1, 2012

	YES	NO
1. Is the information above correct? See above	☐	☒
If NO, include handwritten above or on a separate sheet.		
2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period? Condominium sales and lot changes - See App. A of 2011 PRR Addendum	☒	☐
3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))? apartment sales and building occupancy - See App. A and App. C of 2011 PRR Addendum	☒	☐
4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period? building permits issued based on approvals from city environmental agencies - See App. C of 2011 PRR Addendum	☒	☐
If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.		
5. Is the site currently undergoing development? certificates of occupancy issued starting in 2010 and through 2011	☒	☐

Box 2

	YES	NO
6. Is the current site use consistent with the use(s) listed below? Restricted-Residential, Commercial, and Industrial	☒	☐
7. Are all ICs/ECs in place and functioning as designed? (at the end of certification period)	☒	☐

IF THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative Date

	YES	NO
8. Has any new information revealed that assumptions made in the Qualitative Exposure Assessment regarding offsite contamination are no longer valid?	☐	☒

If you answered YES to question 8, include documentation or evidence that documentation has been previously submitted with this certification form.

9. Are the assumptions in the Qualitative Exposure Assessment still valid? (The Qualitative Exposure Assessment must be certified every five years)	☒	☐

If you answered NO to question 9, the Periodic Review Report must include an updated Qualitative Exposure Assessment based on the new assumptions.

SITE NO. C241051

Description of Institutional Controls

Parcel	Owner	Institutional Control
5066-1201	Flushing Town Center III, L.P.	Building Use Restriction Ground Water Use Restriction Landuse Restriction Site Management Plan Soil Management Plan

Description of Engineering Controls

Parcel	Engineering Control
5066-1201	Alternate Water Supply Cover System Subsurface Barriers

Engineering Control Details for Site No. C241051

Engineering Control Details for Site No. C241051

Parcel: 5066-1201

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 (or until extinguished in accordance with the terms hereof) in order to provide an effective and enforceable means of encouraging the reuse and development 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 hture uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls.

A. Site Management Plan. The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated December 2007 ("SMP"). The SMP, which is incorporated into the terms of this Environmental Easement, describes obligations that Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system on the Controlled Property, and providing certified reports to the NYSDEC, is a fundamental element of the Department's determination that the Controlled Property is and remains safe for a specific use, but not all uses. The Department may approve changes to the SMP for the Controlled Property from time to time on the basis of requests or information submitted by Grantor, and modifications in applicable statutes regulations, guidance or site conditions. The Department reserves a unilateral right to modify the SMP. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. The Grantor and all successors and assigns, assume the burden of performing all of the obligations contained in the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer:
Region 2
New York State Department of
Environmental Conservation
Hunters Point Plaza
47-40 21st Street
Long Island City, NY 11101-5401
or:
Site Control Section
Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, New York 12233

B. 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:

(l) The Controlled Property may be used for Restricted-Residential use, as defined in 6 NYCRR 375-1.8(g)(2)(ii), as long as the long-term Institutional and Engineering controls set forth in the SMP dated December 2007 and any subsequent amendments thereto as may be approved by the Department are employed. Such institutional and engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement, and include, but are not limited to the following:

a. an annual inspection of the Controlled Property will be conducted and an annual certification will be submitted to the Department by a New York State Licensed Professional Engineer, stating that long-term institutional and engineering controls have been properly monitored and maintained, in accordance with the SMP (including documentation of any repairs conducted since the prior certification); and

b. the use of the groundwater underlying the Controlled Property for any purpose, including but not limited to, potable, process or irrigation water, is prohibited without the implementation of necessary water quality treatment as determined by the IVew York State Departments of Health and Environmental Conservation; and

c. any proposed soil excavation or other activities on the property below the composite cover (consisting of asphalt, concrete or a minimum of two (2) feet of clean fill (meeting the Part 375 SCO calculated as the lower of the SCOs for Residential Use and for Protection of Groundwater, or for which specific approval was given by NYSDEC) requires prior notification to NYSDEC, in accordance with the SMP, and the excavated soil and construction waste water must be managed, characterized, and properly disposed of in accordance with the SMP; and

d. single family housing, vegetable gardens, farming, schools and day care facility are prohibited on the

Engineering Control Details for Site No. C241051

Controlled Property; and
e. all Engineering Controls must be operated and maintained as specified in the SMP; and
f. data and information pertinent to Site Management for the Controlled Property must be reported at the frequency and in a manner defined in the SMP; and
g. on-Site environmental monitoring devices, including but not limited to, groundwater monitoring wells, must be protected and replaced as necessary to ensure continued functioning in the manner specified in the SMP.
C. The Controlled Property may not be used for a less restricted level of use, such as residential use, nor may the parking areas be converted to other enclosed purposes,
without an amendment or the extinguishment of this Environmental Easement.

Box 5

Periodic Review Report (PRR) Certification Statements

1. I certify by checking "YES" below that:

   a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

   b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and compete.

YES	NO
☒	☐

2. If this site has an IC/EC Plan (or equivalent as required in the Decision Document), for each Institutional or Engineering control listed in Boxes 3 and/or 4, I certify by checking "YES" below that all of the following statements are true:

   (a) the Institutional Control and/or Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

   (b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

   (c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

   (d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

   (e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES	NO
☐	☒

IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative — Date: 5/29/12

See Corrective Measures Work Plan dated June 7, 2011; Corrective Measures Report dated Feb. 2012; 2011 Periodic Review Report dated Feb. 2012; and 2011 Periodic Review Report Addendum dated June 2012.

IC CERTIFICATIONS
SITE NO. C241051

Box 6

SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 1,2, and 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I _____ at _____,
print name print business address

am certifying as _____(Owner or Remedial Party)

for the Site named in the Site Details Section of this form.

_____ _____
Signature of Owner, Remedial Party, or Designated Representative Rendering Certification Date

IC/EC CERTIFICATIONS

Box 7

Professional Engineer Signature

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I _____ at _____,
print name print business address

am certifying as a Professional Engineer for the _____
(Owner or Remedial Party)

Signature of Professional Engineer, for the Owner or Remedial Party, Rendering Certification	Stamp (Required for PE)	Date

Enclosure 2

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form

Site Details **Box 1**

Site No. **C241078**

Site Name Flushing Industrial Park (Western) Parcel 2

Site Address: NW Corner of College Pt Blvd & 40th Road Zip Code: 11354
City/Town: Flushing
County: Queens
Site Acreage: 7.0
Reporting Period: ~~March 03~~ Jan. 1, 2010 to January ~~30~~ 1, 2012

	YES	NO
1. Is the information above correct? See above	☐	☒
If NO, include handwritten above or on a separate sheet.		
2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period? condominium sales and lot changes - see App. A of 2011 PRR Addendum	☒	☐
3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))? apartment sales and building occupancy - see App. A and App. C of 2011 PRR Addendum	☒	☐
4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period? building permits issued based on approvals from city environmental agencies - see App. C of 2011 PRR Addendum	☒	☐
If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.		
5. Is the site currently undergoing development? Certificates of occupancy issued starting in 2010 through 2011.	☒	☐

Box 2

	YES	NO
6. Is the current site use consistent with the use(s) listed below? Restricted-Residential, Commercial, and Industrial	☒	☐
7. Are all ICs/ECs in place and functioning as designed? (at end of cert. period)	☒	☐

IF THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative Date

	YES	NO
8. Has any new information revealed that assumptions made in the Qualitative Exposure Assessment regarding offsite contamination are no longer valid?	☐	☒

If you answered YES to question 8, include documentation or evidence that documentation has been previously submitted with this certification form.

9. Are the assumptions in the Qualitative Exposure Assessment still valid? (The Qualitative Exposure Assessment must be certified every five years)	☒	☐

If you answered NO to question 9, the Periodic Review Report must include an updated Qualitative Exposure Assessment based on the new assumptions.

SITE NO. C241078 **Box 3**

Description of Institutional Controls

Parcel	Owner	Institutional Control
5066-1201	Flushing Town Center III, L.P.	Building Use Restriction Ground Water Use Restriction Landuse Restriction Site Management Plan
5066-1205	Flushing Town Center III, L.P.	Building Use Restriction Ground Water Use Restriction Landuse Restriction Site Management Plan

Box 4

Description of Engineering Controls

Parcel	Engineering Control
5066-1201	Alternate Water Supply Cover System Subsurface Barriers Vapor Mitigation
5066-1205	Alternate Water Supply Cover System Subsurface Barriers Vapor Mitigation

Engineering Control Details for Site No. C241078

Engineering Control Details for Site No. C241078

Parcel: 5066-1201

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 (or until extinguished in accordance with the terms hereof) 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.

A. Site Management Plan. The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated December 2007 ("SMP"). The SMP, which is incorporated into the terms of this Environmental Easement, describes obligations that Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system on the Controlled Property, and providing certified reports to the NYSDEC, is a fundamental element of the Department's determination that the Controlled Property is and remains safe for a specific use, but not all uses. The Department may approve changes to the SMP for the Controlled Property from time to time on the basis of requests or information submitted by Grantor, and modifications in applicable statutes regulations, guidance or site conditions. The Department reserves a unilateral right to modify the SMP. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. The Grantor and all successors and assigns, assume the burden of performing all of the obligations contained in the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer:
Region 2
New York State Department of
Environmental Conservation
Hunters Point Plaza
47-40 21 st Street
Long Island City, NY 1 1 101-5401
or:
Site Control Section Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, New York 12233

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:

(i) The Controlled Property may be used for Restricted-Residential use, as defined in 6 NYCRR 375-1.8(g)(Z)(ii), as long as the long-term Institutional and Engineering controls set forth in the SMP dated December 2007 and any subsequent amendments thereto as may be approved by the Department are employed. Such institutional and engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement, and include, but are not limited to the following:

a. an annual inspection of the Controlled Property will be conducted and an annual certification will be submitted to the Department by a New York State Licensed Professional Engineer, stating that long-term institutional and engineering controls have been properly monitored and maintained, in accordance with theSMP (including documentation of any repairs conducted since the prior certification); and

b. a soil vapor mitigation system consisting of a vapor barrier and sub-slab depressurization system under the building structure with retail use at grade must be inspected, certified, operated and maintained in accordance with the SMP; and

c. the use of the groundwater underlying the Controlled Property for any purpose, including but not limited to, potable, process or irrigation water, is prohibited without the implementation of necessary water quality treatment as determined by the New York State Departments of Health and Environmental Conservation; and

d. any proposed soil excavation or other activities on the property below the composite cover (consisting of asphalt, concrete or a minimum of two (2) feet of clean fill (meeting the Part 375 SCO calculated as the lower of the SCOs for Residential Use and for Protection of groundwater, or for which specific approval was given by NYSDEC) requires prior notification to NYSDEC, in accordance with the SMP, and the excavated soil and construction waste water must be managed, characterized, and properly disposed of in accordance with the SMP; and

e. single family housing, vegetable gardens, farming, schools and day care facility are prohibited on the Controlled Property; and

Engineering Control Details for Site No. C241078

f. all Engineering Controls must be operated and maintained as specified in the SMP; and

g. data and information pertinent to Site Management for the Controlled Property must be reported at the frequency and in a manner defined in the SMP; and

h. on-Site environmental monitoring devices, including but not limited to, groundwater monitoring wells and soil vapor monitoring points, must be protected and replaced as necessary to ensure continued functioning in the manner specified in the SMP.

C. The Controlled Property may not be used for a less restricted level of use, such as residential use, nor may the parking areas be converted to other enclosed purposes, without an amendment or the extinguishment of this Environmental Easement.

Engineering Control Details for Site No. C241078

Parcel: 5066-1205

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 (or until extinguished in accordance with the terms hereof) 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.

A. Site Management Plan. The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated December 2007 ("SMP"). The SMP, which is incorporated into the terms of this Environmental Easement, describes obligations that Grantor assumes on behalf of Grantor, its successors and assigns.

The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system on the Controlled Property, and providing certified reports to the NYSDEC, is a fundamental element of the Department's determination that the Controlled Property is and remains safe for a specific use, but not all uses. The Department may approve changes to the SMP for the Controlled Property from time to time on the basis of requests or information submitted by Grantor, and modifications in applicable statutes regulations, guidance or site conditions. The Department reserves a unilateral right to modify the SMP.

Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. The Grantor and all successors and assigns, assume the burden of performing all of the obligations contained in the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer:
Region 2
New York State Department of
Environmental Conservation
Hunters Point Plaza
47-40 21 st Streat
Long Island City, NY 1 1 101-5401
or:
Site Control Section Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, New York 12233

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:

(i) The Controlled Property may be used for Restricted-Residential use, as defined in 6 NYCRR 375-1.8(g)(Z)(ii), as long as the long-term Institutional and Engineering controls set forth in the SMP dated December 2007 and any subsequent amendments thereto as may be approved by the Department are employed. Such institutional and engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement, and include, but are not limited to the following:

a. an annual inspection of the Controlled Property will be conducted and an annual certification will be submitted to the Department by a New York State Licensed Professional Engineer, stating that long-term institutional and engineering controls have been properly monitored and maintained, in accordance with the SMP (including documentation of any repairs conducted since the prior certification); and

b. a soil vapor mitigation system consisting of a vapor barrier and sub-slab depressurization system under the building structure with retail use at grade must be inspected, certified, operated and maintained in accordance with the SMP; and

c. the use of the groundwater underlying the Controlled Property for any purpose, including but not limited to, potable, process or irrigation water, is prohibited without the implementation of necessary water quality treatment as determined by the New York State Departments of Health and Environmental Conservation; and

d. any proposed soil excavation or other activities on the property below the composite cover (consisting of asphalt, concrete or a minimum of two (2) feet of clean fill (meeting the Part 375 SCO calculated as the lower of the SCOs for Residential Use and for Protection of groundwater, or for which specific approval was given by NYSDEC) requires prior notification to NYSDEC, in accordance with the SMP, and the excavated soil and construction waste water must be managed, characterized, and properly disposed of in

Engineering Control Details for Site No. C241078

accordance with
the SMP; and
e. single family housing, vegetable gardens, farming, schools and day care facility are prohibited on the Controlled Property; and
f. all Engineering Controls must be operated and maintained as specified in the SMP; and
g. data and information pertinent to Site Management for the Controlled Property must be reported at the frequency and in a manner defined in the SMP; and
h. on-Site environmental monitoring devices, including but not limited to, groundwater monitoring wells and soil vapor monitoring points, must be protected and replaced as necessary to ensure continued functioning in the manner specified in the SMP.
C. The Controlled Property may not be used for a less restricted level of use, such as residentiel use, nor may the parking areas be converted to other enclosed purposes, without an amendment or the extinguishment of this Environmental Easement.

Box 5

Periodic Review Report (PRR) Certification Statements

1. I certify by checking "YES" below that:

   a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

   b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and compete.

YES	NO
☒	☐

2. If this site has an IC/EC Plan (or equivalent as required in the Decision Document), for each Institutional or Engineering control listed in Boxes 3 and/or 4, I certify by checking "YES" below that all of the following statements are true:

   (a) the Institutional Control and/or Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

   (b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

   (c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

   (d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

   (e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES	NO
☐	☒

IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative — Date: 5/29/12

See
- Corrective Measures Work Plan dated June 7, 2011
- Corrective Measures Report dated Feb. 2012
- 2011 Periodic Review Report dated Feb. 2012
- 2011 Periodic Review Report Addendum dated June 2012

IC CERTIFICATIONS
SITE NO. C241078

Box 6

SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 1,2, and 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I _____ at _____,
print name print business address

am certifying as _____(Owner or Remedial Party)

for the Site named in the Site Details Section of this form.

_____ _____
Signature of Owner, Remedial Party, or Designated Representative Rendering Certification Date

IC/EC CERTIFICATIONS

Box 7

Professional Engineer Signature

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I _____ at _____,
print name print business address

am certifying as a Professional Engineer for the _____
(Owner or Remedial Party)

Signature of Professional Engineer, for the Owner or Remedial Party, Rendering Certification	Stamp (Required for PE)	Date
_____	_____	_____

Enclosure 2

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form

Site Details **Box 1**

Site No. **C241079**

Site Name Flushing Indust. Pk. (Western Waterfront) Parcel 3

Site Address: NW Corner of College Pt Blvd & 40th Road Zip Code: 11354
City/Town: Flushing
County: Queens
Site Acreage: 0.9

Reporting Period: ~~May 16~~ Jan. 1, 2010 to January ~~30~~ 1, 2012

	YES	NO
1. Is the information above correct? see above	☐	☒
If NO, include handwritten above or on a separate sheet.		
2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period? no	☐	☒
3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))?	☐	☒
4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period?	☐	☒
If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.		
5. Is the site currently undergoing development?	☒	☐

Box 2

	YES	NO
6. Is the current site use consistent with the use(s) listed below? Restricted-Residential, Commercial, and Industrial	☒	☐
7. Are all ICs/ECs in place and functioning as designed? (at the end of the reporting period)	☒	☐

IF THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative _____ Date _____

	YES	NO
8. Has any new information revealed that assumptions made in the Qualitative Exposure Assessment regarding offsite contamination are no longer valid?	☐	☒

If you answered YES to question 8, include documentation or evidence that documentation has been previously submitted with this certification form.

9. Are the assumptions in the Qualitative Exposure Assessment still valid? (The Qualitative Exposure Assessment must be certified every five years)	☒	☐

If you answered NO to question 9, the Periodic Review Report must include an updated Qualitative Exposure Assessment based on the new assumptions.

SITE NO. C241079

Description of Institutional Controls

Parcel	Owner	Institutional Control
5066-1203	Flushing Town Center III, L.P.	Building Use Restriction Ground Water Use Restriction Landuse Restriction Site Management Plan Soil Management Plan
5066-1	Flushing Town Center III, L.P.	Building Use Restriction Ground Water Use Restriction Landuse Restriction Site Management Plan Soil Management Plan

Description of Engineering Controls

Parcel	Engineering Control
5066-1203	Cover System
5066-1	Alternate Water Supply Cover System Subsurface Barriers Vapor Mitigation

Engineering Control Details for Site No. C241079

Engineering Control Details for Site No. C241079

Parcel: 5066-1

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 (or until extinguished in accordance with the terms hereof) 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.

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Regional Remediation Engineer:
Region 2
NYSDEC
Hunters Point Plaza
47-40 21 st Street
Long Island City, NY 1 1 101-5401
or:
Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233

B. 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:

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c. any proposed soil excavation or other activities on the property below the composite cover (consisting of asphalt, concrete or a minimum of two (2)feet of clean fill (meeting the Part 375 Restricted Residential SCOs, or for which specific approval was given by NY SDEC) requires prior notification to NYSDEC, in accordance with the SMP, and the excavated soil and construction waste water must be managed, characterized, and properly disposed of in accordance with the SMP; and

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e. all Engineering Controls must be operated and maintained as specified in the SMP; and

f. data and information pertinent to Site Management for the Controlled Property must be reported at the frequency and in a manner defined in the SMP; and

g. on-Site environmental monitoring devices, including but not limited to, groundwater monitoring wells,

Engineering Control Details for Site No. C241079

must be protected and replaced as necessary to ensure continued functioning in the manner specified in the sm.

C. The Controlled Property may not be used for a less restricted level of use, such as residential use without an amendment or the extinguishment of this Environmental Easement.

Engineering Control Details for Site No. C241079

Parcel: 5066-1203

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Region 2
NYSDEC
Hunters Point Plaza
47-40 21 st Street
Long Island City, NY 1 1 101-5401
or:
Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233

B. 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:

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a. In annual inspection of the Controlled Property will be conducted and an annual certification will be submitted to the Department by a New York State Licensed Professional Engineer, stating that long-tenn institutional and engineering controls have been properly monitored and maintained, In accordance with the SMP (including documentation of any repairs conducted since the prior certification); and

b. the use of the groundwater underlying the Controlled Property for any purpose, including but not limited to, potable, process or irrigation water,is prohibited without the implementation of necessary water quality treatment as determined by the New York State Departments of Health and Environmental Conservation; and

c. any proposed soil excavation or other activities on the property below the composite cover (consisting of asphalt, concrete or a minimum of two (2)feet of clean fill (meeting the Part 375 Restricted Residential SCOs, or for which specific approval was given by NY SDEC) requires prior notification to NYSDEC, in accordance with the SMP, and the excavated soil and construction waste water must be managed, characterized, and properly disposed of in accordance with the SMP; and

d. single family housing, vegetable gardens, farming, schools and day care facility are prohibited on the Controlled Property, and

e. all Engineering Controls must be operated and maintained as specified in the SMP; and

f. data and information pertinent to Site Management for the Controlled Property must be reported at the frequency and in a manner defined in the SMP; and

g. on-Site environmental monitoring devices, including but not limited to, groundwater monitoring wells,

Engineering Control Details for Site No. C241079

must be protected and replaced as necessary to ensure continued functioning in the manner specified in the SMP.

C. The Controlled Property may not be used for a less restricted level of use, such as residential use without an amendment or the extinguishment of this Environmental Easement.

Box 5

Periodic Review Report (PRR) Certification Statements

1. I certify by checking "YES" below that:

   a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

   b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and compete.

YES	NO
☒	☐

2. If this site has an IC/EC Plan (or equivalent as required in the Decision Document), for each Institutional or Engineering control listed in Boxes 3 and/or 4, I certify by checking "YES" below that all of the following statements are true:

   (a) the Institutional Control and/or Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

   (b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

   (c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

   (d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

   (e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES	NO
☐	☒

IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative — Date: 5/29/12

See:
- Corrective Measures Work Plan, dated June 7, 2011
- Corrective Measures Report, dated Feb. 2012
- 2011 Periodic Review Report, dated Feb. 2012
- 2011 Periodic Review Report Addendum, dated June 2012

IC CERTIFICATIONS
SITE NO. C241079

Box 6

SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 1,2, and 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I _____ at _____,
print name print business address

am certifying as _____(Owner or Remedial Party)

for the Site named in the Site Details Section of this form.

_____ _____
Signature of Owner, Remedial Party, or Designated Representative Rendering Certification Date

IC/EC CERTIFICATIONS

Box 7

Professional Engineer Signature

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I _____ at _____,
print name print business address

am certifying as a Professional Engineer for the _____
(Owner or Remedial Party)

Signature of Professional Engineer, for the Owner or Remedial Party, Rendering Certification	Stamp (Required for PE)	Date

APPENDIX I

LANGAN'S SOIL VAPOR MITIGATION SYSTEM ANNUAL STATUS MEMORANDUM FOR 2010

LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES

Memorandum

River Drive Center 1 Elmwood Park, NJ 07407 T: 201.794.6900 F: 201.794.6913

TO: Cesar Villanueva, Muss Development

FROM: Steven Ciambruschini
Marshall E. King

INFO: Michael Koep, Onex
James Whelan, Muss Development
Vasos Michael, Muss Development
Andrew Bachman, Tishman
Gerard Califano, Tishman
Kathleen Brunner, AKRF
Gerry Coscia, Langan

DATE: 22 January 2009

RE: **Soil Vapor Mitigation System Activation Status Memorandum**
Sky View Parc – 131-07 20th Road
Flushing, Queens, New York
Langan Project No. 001838804

Langan completed the preliminary phase of the pilot test of the sub-slab soil vapor collection (SVC) system following its re-activation this past week. This system had been taken offline during building construction activities at the site in accordance with Langan's Engineering Controls (EC) Completion Report dated 28 November 2007. The system has been re-activated in anticipation of the occupancy of the first floor of the building (opening of a BJ's Wholesale Club).

The system has been modified significantly since submittal of the EC Completion Report and certification. Modifications include:

- The extension of the exhaust stacks to 6-stories above ground level;
- The addition of a second inline fan to each stack near the top of each stack;
- The reinstallation of the polyethylene vapor barrier in the northern half of the building footprint;
- The installation of a waterproofing course (secondary vapor barrier) to the underside of the building slab; and
- Modifications to the number and location of clean-outs and sampling ports (SP).

Langan has prepared this memorandum to document the current status and operation of the SVC system. A revised EC Completion Report documenting these modifications will be submitted subsequent to completion of building construction activities.

System Pilot Testing

Muss Development personnel turned on the SVC systems inline fans on 19 January 2010. Langan conducted confirmation (pilot) testing of the SVC system while in active mode on 20 January 2010. Confirmation testing consisted of measuring the vacuum at the 16 fan locations and 11 permanent monitoring/sampling ports using a digital micro-manometer and magnahelic differential pressure gauges. A copy of the system inspection log is attached.

At the fans, vacuum measurements varying from -1.40 inches water column (wc) at Fan-4B (Line 4) to -5.60 inches wc at Fan-7A (Line 7) were observed. Based on our calculations and the inline fan manufacturer's specifications, these vacuums correspond to average flow rates between 60 to 150 cubic feet per minute (cfm) of soil vapor per fan or a total system flow rate of 480 to 800 cfm. Measurable vacuums were observed at the endpoint cleanout sampling ports in six of the eight pipe runs, varying between -0.042 (Line 7) to -0.091 (Line 4) inches wc. Measurements could not be obtained from the two remaining cleanouts, as these were lost during construction of the building's loading docks. Measurable vacuums were also observed in the five permanent perimeter sampling ports. These monitoring ports represent the farthest points from the perforated SVC system pipe runs. The vacuum measurements demonstrated that the SVCS system is properly operating and that negative pressures are being maintained in the gravel layer beneath the vapor barrier.

It should be noted that system performance may be affected by daily weather conditions. The vacuum measurements discussed above were collected during cold weather conditions on a clear day with falling barometric pressures.

Langan also conducted screening of volatile organic vapors and methane gas using a PID (ppb mini-RAE) and a landfill gas meter (Landtech GEM 200). Volatile organic vapors were measured varying in concentration from 64 to 4,320 ppb in the SVCS piping, with the highest readings found in SP-11. At this time the spikes in concentration observed in the SVC system piping can be primarily attributed to use of cleaning solvents and adhesives to connect the piping during system construction. Over time as the system operates, the contributions of these sources to the volatile organic fraction of the system exhaust are expected to diminish. . Methane was not detected at any of the sampling or exhaust points during the pilot test.

Permitting

System emissions are to be tested by AKRF during this pilot phase. The analytical data should be compared to the emissions standards in the NYSDEC publication "Air Guide 1" to assess the need for treatment units as part of the vapor mitigation system. Under the NYSDEC

Brownfield Cleanup Program, air permit requirements are waived provided that substantive requirements are met. AKRF will collect air samples from the sampling ports and fan exhaust as outlined in their SMP to confirm substantive requirements of air permitting are met.

Conclusions

Based on Langan site inspections and testing completed to date, the SVC system is operating and effectively moving air throughout the subslab of the building. All sixteen inline venting fans have been installed and activated and temporary repairs have been completed to the unfinished system components. Based on data gathered during Langan's system inspection on 20 January 2010, the SVC system (in this temporary modified configuration) is meeting performance expectations. As per the NYSDEC-approved Site Management Plan (SMP) submitted by AKRF, weekly system inspections should be completed for the first month of operation, followed by two monthly inspections, then quarterly inspections thereafter. Langan may recommend continuing weekly system inspections after the first month to confirm the effectiveness of the temporary system repairs until such time as the permanent system repairs are completed. This recommendation will depend on system performance and site management practices as they relate to protection of SVC system components and temporary repairs.

As previously stated in the EC Completion Report, the SVCS should not be turned off without written approval by NYSDEC and NYSDOH and even temporary suspensions require approval from NYSDEC and NYSDOH after building occupancy. In order to determine whether the system can be converted to passive venting (i.e., without operating the in-line fans) during building occupancy, a separate sampling protocol will be established by Langan for approval by NYSDEC and NYSDOH. During building occupancy, systems should remain in place and operational until permission to discontinue use is provided in writing by NYSDEC and NYSDOH.

As identified previously, Langan will issue a revised EC Completion Report and formally certify as-built plans for the system upon completion of building construction and installation of remaining SVC system components in their final configuration, including several sampling ports and vacuum line clean-out terminations.

Please call with any questions.

Attachment: System Inspection Log

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Marshall King	Date: 1/20/2010
Time IN: 13:30	Time OUT: 20:30

GENERAL

Weather: Mostly Sunny Temp: 42°F (max) Barometric Pressure: 29.83 in Hg and rising

When was the last rain event? Trace precip on 1/19/2010; Last measurable 1/17/2010.

Is this a daily/(weekly)/monthly system check? (circle one)

Are all system fans operating? (Yes) No If no, please list:

Any evidence of system tampering or vandalism? NO

Were all cleanout and sampling port caps securely attached prior to system testing? YES

Please list caps that were not secure in place: N/A

FAN OPERATIONS

Location [2]	PID ppb	Methane[3] %	LEL %	Vacuum below Fan B (" H2O)	Vacuum below Fan A (" H2O)	Vacuum at Cleanout (" H2O)	Diff Fan - Cleanout (" H2O)
SVCS Line 1 / SP-2	—	—	—	-1.80	-3.40	---	—
SVCS Line 2 / SP-4	—	—	—	-2.20	-4.40	---	—
SVCS Line 3 / SP-5	—	—	—	-2.60	-5.20	-0.076	5.124
SVCS Line 4 / SP-6	—	—	—	-1.40	-2.20	-0.091	2.109
SVCS Line 5 / SP-8	0	0.0	0	-2.75	-5.42	-0.054	5.366
SVCS Line 6 / SP-9	0	0.0	0	-2.80	-5.40	-0.067	5.333
SVCS Line 7 / SP-11	0	0.0	0	-2.80	-5.60	-0.042	5.558
SVCS Line 8 / SP-12	0	0.0	0	-2.75	-5.40	-0.050	5.350

Comments:
ACCESS WAS NOT AVAILABLE TO THE EXHAUST POINTS FOR LINES 1, 2, 3, & 4.
FAN SWITCH PANEL LIGHTS – SOUTH STAIRCASE – ONE LIGHT OUT, ALL FANS ARE RUNNING THOUGH
– NORTH STAIRCASE – TWO LIGHTS OUT, ALL FANS ARE RUNNING THOUGH

Notes:
1. Normal system vacuums range between 1.000" and 6.000" WC. If outside this range, contact Langan.
2. SP locations listed are for the cleanout sample ports that correspond with the end of each line.
3. Any methane levels observed above 1.25% should be reported to Langan immediately.

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ppb	Methane %	Location	Vacuum "H_2O	PID ppb	Methane %
SP-1	-0.010	833		SP-9	-0.067	1717	0
SP-2	---	---	---	SP-10	-0.041	140	0
SP-3	---	---	---	SP-11	-0.042	4320	0
SP-4	---	---	---	SP-12	-0.050	2355	0
SP-5	-0.076	412	0	SP-13	---	---	---
SP-6	-0.091	524	0	SP-14	-0.000	140	0
SP-7	---	---	---	SP-15	-0.091	64	0
SP-8	-0.054	236	0	SP-16	-0.085	269	0

Comments:
SP's WITHOUT MEASUREMENTS WERE LOST DURING BUILDING CONSTRUCTION ACTIVITIES.

Notes:
SP-14 APPEARS TO HAVE BEEN MODIFIED AND POSSIBLY DAMAGED DURING BUILDING CONSTRUCTION ACTIVITIES.

Inspector Name:	—	**Date:**	—
Time IN:	—	**Time OUT:**	—

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1	—	—
SVCS Line 2	—	—
SVCS Line 3	—	—
SVCS Line 4	—	—
SVCS Line 5	—	—
SVCS Line 6	—	—
SVCS Line 7	—	—
SVCS Line 8	—	—

Emergency Contact Information

Name	Title	Phone Number
Vasos Michael	Site Superintendent	718-358-7100 347-738-0313 (cell)
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
Marshall King	Langan Senior Engineer	201-794-6900 x4240 (office) 201-981-8555 (cell)
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Kate Brunner	AKRF Project Manager	646-388-9525 (office) 917-612-3990 (cell)

LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES

Memorandum

River Drive Center 1 Elmwood Park, NJ 07407 T: 201.794.6900 F: 201.794.6913

TO: Michael Koep, Onex
Andrew G. Pattap, Related

FROM: Steven A. Ciambruschini
Marshall E. King

INFO: James Whelan, Muss Development
Kathleen Brunner, AKRF
Gerry Coscia, Langan

DATE: 31 January 2011

RE: **Soil Vapor Mitigation System**
Annual Status Memorandum for 2010
Sky View Parc – 131-07 40th Road
Flushing, Queens, New York
Langan Project No. 001838804

Since the re-activation of the sub-slab soil vapor collection (SVC) systems in January 2010, as documented in our Soil Vapor Mitigation System Activation Status Memorandum dated 22 January 2009, Langan has been performing routine periodic system inspections. This memorandum documents the current status and operation of the SVC system. A revised Engineering Controls (EC) Completion Report with as-built drawings documenting these modifications is still pending the completion of building construction activities.

System Periodic Testing

The system has been running continuously since 19 January 2010 when Muss Development personnel turned on the SVC systems inline fans. As per the NYSDEC-approved Site Management Plan (SMP) submitted by AKRF, weekly system inspections were completed for the first month of operation, followed by two monthly inspections, then quarterly inspections thereafter. The weekly inspections were completed on February 3, 11, 17 and 24 2010, and the monthly inspections were completed on: 24 March and 30 April 2010. The quarterly inspections were then completed on: 6 August 2010 and 5 November 2010. The next quarterly inspection will be conducted in February 2011.

Periodic system monitoring consisted of measuring the vacuum at the 16 fan locations and 11 permanent monitoring/sampling ports using a digital micro-manometer and magnahelic differential pressure gauges. Copies of the system inspection logs are attached. In addition, the in-lines fans were periodically inspected (at least on a monthly basis) by site personnel to ensure continuous operation. Only one fan failure was noted during the first year of operation: Fan 3B. The fan is scheduled to be replaced during the next quarterly inspection. The failure of this fan is not an immediate concern given the redundancies built into the system.

At the fans, vacuum measurements varying within acceptable performance ranges were observed. Based on our calculations and the inline fan manufacturer's specifications, these vacuums correspond to average flow rates between 50 to 150 cubic feet per minute (cfm) of soil vapor per fan or a total system flow rate of 400 to 800 cfm. Measurable vacuums were observed at the endpoint cleanout sampling ports in six of the eight pipe runs also within acceptable performance ranges. Measurements could not be obtained from the two remaining cleanouts, as these were lost during construction of the building's loading docks. Measurable vacuums were also observed in the five permanent perimeter sampling ports. These monitoring ports represent the farthest points from the perforated SVC system pipe runs. The vacuum measurements demonstrated that the SVCS system is properly operating and that negative pressures are being maintained in the gravel layer beneath the vapor barrier. Variations in system performance were noted and may be attributed to fluctuations in daily weather conditions.

Langan also conducted screening of volatile organic vapors and methane gas using a PID (ppb mini-RAE) and a landfill gas meter (Landtech GEM 200). Volatile organic vapors were measured varying in concentration in the SVCS piping. At the beginning of system operations, spikes in volatile concentrations were observed in the SVC system piping which could primarily be attributed to the use of cleaning solvents and adhesives to connect the piping during system construction. Over the course of the year as the system operated, the contributions of these sources to the volatile organic fraction of the system exhaust declined precipitously as expected. Methane concentrations above background readings were not detected at any of the sampling or exhaust points.

Permitting

System emissions were tested by AKRF during the pilot phase. The analytical data were compared to the emissions standards in the NYSDEC publication "Air Guide 1" to assess the need for treatment units as part of the vapor mitigation system. AKRF has confirmed that substantive requirements of air permitting have been met; therefore, Langan understands that air permit requirements have been waived under the NYSDEC Brownfield Cleanup Program.

Conclusions

Based on Langan site inspections and testing completed to date, the SVC system is operating and effectively moving air throughout the subslab of the building. All sixteen inline venting fans have been installed and activated and temporary repairs have been completed to the unfinished system components. Based on data gathered during Langan's system inspections, the SVC system (in this temporary modified configuration) is meeting performance expectations.

As previously stated in the EC Completion Report, the SVCS should not be turned off without written approval by NYSDEC and NYSDOH and even temporary suspensions require approval from NYSDEC and NYSDOH after building occupancy. In order to determine whether the system can be converted to passive venting (i.e., without operating the in-line fans) during building occupancy, a separate sampling protocol will be established by Langan for approval by NYSDEC and NYSDOH. During building occupancy, systems should remain in place and operational until permission to discontinue use is provided in writing by NYSDEC and NYSDOH.

As identified previously, Langan will issue a revised EC Completion Report and formally certify as-built plans for the system upon completion of building construction and installation of remaining SVC system components in their final configuration, including several sampling ports and vacuum line clean-out terminations.

Please call with any questions.

Attachment: System Inspection Logs

ATTACHMENT A

Periodic Inspection Logs

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Marshall King	**Date:** 1/20/2010
Time IN: 13:30	**Time OUT:** 20:30

GENERAL

Weather: Mostly Sunny Temp: 42°F (max) Barometric Pressure: 29.83 in Hg and rising

When was the last rain event? Trace precip on 1/19/2010; Last measurable 1/17/2010.

Is this a daily/(weekly)/monthly system check? (circle one)

Are all system fans operating? (Yes) No If no, please list:

Any evidence of system tampering or vandalism? NO

Were all cleanout and sampling port caps securely attached prior to system testing? YES

Please list caps that were not secure in place: N/A

FAN OPERATIONS

Location [2]	PID ppb	Methane[3] %	LEL %	Vacuum below Fan B (" H2O)	Vacuum below Fan A (" H2O)	Vacuum at Cleanout (" H2O)	Diff Fan - Cleanout (" H2O)
SVCS Line 1 / SP-2	—	—	—	-1.80	-3.40	---	—
SVCS Line 2 / SP-4	—	—	—	-2.20	-4.40	---	—
SVCS Line 3 / SP-5	—	—	—	-2.60	-5.20	-0.076	5.124
SVCS Line 4 / SP-6	—	—	—	-1.40	-2.20	-0.091	2.109
SVCS Line 5 / SP-8	0	0.0	0	-2.75	-5.42	-0.054	5.366
SVCS Line 6 / SP-9	0	0.0	0	-2.80	-5.40	-0.067	5.333
SVCS Line 7 / SP-11	0	0.0	0	-2.80	-5.60	-0.042	5.558
SVCS Line 8 / SP-12	0	0.0	0	-2.75	-5.40	-0.050	5.350

Comments:
ACCESS WAS NOT AVAILABLE TO THE EXHAUST POINTS FOR LINES 1, 2, 3, & 4.
FAN SWITCH PANEL LIGHTS – SOUTH STAIRCASE – ONE LIGHT OUT, ALL FANS ARE RUNNING THOUGH
– NORTH STAIRCASE – TWO LIGHTS OUT, ALL FANS ARE RUNNING THOUGH

Notes:
1. Normal system vacuums range between 1.000" and 6.000" WC. If outside this range, contact Langan.
2. SP locations listed are for the cleanout sample ports that correspond with the end of each line.
3. Any methane levels observed above 1.25% should be reported to Langan immediately.

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ppb	Methane %	Location	Vacuum "H_2O	PID ppb	Methane %
SP-1	-0.010	833	0	SP-9	-0.067	1717	0
SP-2	---	---	---	SP-10	-0.041	140	0
SP-3	---	---	---	SP-11	-0.042	4320	0
SP-4	---	---	---	SP-12	-0.050	2355	0
SP-5	-0.076	412	0	SP-13	---	---	---
SP-6	-0.091	524	0	SP-14	-0.000	140	0
SP-7	---	---	---	SP-15	-0.091	64	0
SP-8	-0.054	236	0	SP-16	-0.085	264	0

Comments:
SP's WITHOUT MEASUREMENTS WERE LOST DURING BUILDING CONSTRUCTION ACTIVITIES.

Notes:
SP-14 APPEARS TO HAVE BEEN MODIFIED AND POSSIBLY DAMAGED DURING BUILDING CONSTRUCTION ACTIVITIES.

Inspector Name:	—	**Date:**	—
Time IN:	—	**Time OUT:**	—

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1	—	—
SVCS Line 2	—	—
SVCS Line 3	—	—
SVCS Line 4	—	—
SVCS Line 5	—	—
SVCS Line 6	—	—
SVCS Line 7	—	—
SVCS Line 8	—	—

Emergency Contact Information

Name	Title	Phone Number
Vasos Michael	Site Superintendent	718-358-7100 347-738-0313 (cell)
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
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Kate Brunner	AKRF Project Manager	646-388-9525 (office) 917-612-3990 (cell)

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Kathleen Blessing	**Date:** 2·3·10
Time IN: 1100	**Time OUT:** 1430

GENERAL

Weather: partly cloudy, windy Temp: 38.6°F Barometric Pressure: 29.98 "Hg

When was the last rain event? 1-2" snow previous night

Is this a daily/weekly/monthly system check? (circle one)

Are all system fans operating? Yes / No If no, please list:

Any evidence of system tampering or vandalism? NO

Were all cleanout and sampling port caps securely attached prior to system testing? yes

Please list caps that were not secure in place: N/A

FAN OPERATIONS

Location [2]	Exhaust PID ppb	Exhaust Methane[3] %	Exhaust LEL %	Vacuum below Fan B (" H2O)	Vacuum below Fan A (" H2O)	Vacuum at Cleanout (" H2O)	Diff Fan - Cleanout (" H2O)
SVCS Line 1 / SP-2	—	—	—	-1.8--2.4	-2.1--5.8	—	—
SVCS Line 2 / SP-4	—	—	—	-2.0--2.8	-3.0--6.0	—	—
SVCS Line 3 / SP-5	—	—	—	-2.50	-5.0	-0.020	-4.98
SVCS Line 4 / SP-6	—	—	—	-2.0--3.0	-4.0--8.0	-0.030	-7.97
SVCS Line 5 / SP-8	0	0	0	-2.5	-5.1	-0.012	-5.088
SVCS Line 6 / SP-9	0	0	0	-2.9	-5.1	-0.240	-4.86
SVCS Line 7 / SP-11	0	0	0	-2.9	-5.1	-0.080	-5.02
SVCS Line 8 / SP-12	0	0	0	-2.9	-5.0	-0.120	-4.88

Comments:

No access to exhaust for lines 1, 2, 3 + 4
Light above 2B out
No lights present above 5+6B
Ranges are provided ~~where~~ above when gauge is fluctuating

Notes:

1. ***Normal system vacuums range between 1.000" and 6.000" WC as measured from the sample ports located below each fan. If measurements are outside this range, contact Langan.***
2. ***SP locations listed are for the cleanout sample ports that correspond with the end of each line.***
3. ***Any methane levels observed above 1.25% should be reported to Langan immediately.***

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ~~ppb~~*	Methane %	Location	Vacuum "H_2O	PID ~~ppb~~*	Methane %
SP-1	-0.13	0	0	SP-9	-0.240	0	0
SP-2	---	---	---	SP-10	-0.570	0	0
SP-3	---	---	---	SP-11	-0.080	0	0
SP-4	---	---	---	SP-12	-0.120	0	0
SP-5	-0.020	0	0	SP-13	---	---	---
SP-6	-0.030	0	0	SP-14	N/A	N/A	N/A
SP-7	---	---	---	SP-15	N/A	N/A	N/A
SP-8	-0.012	0	0	SP-16	-0.00	0	0

Comments:
* ppb Ray not working - appears to have taken in moisture therefore SP-14, 15 + 16 are measured in ppb and the rest had to be measured in ppm

Notes:
SP's w/o measurements lost during construction activities.
- SP-14 + SP-15 inaccessible due to shopping carts

Inspector Name:	—	**Date:**	—
Time IN:	—	**Time OUT:**	—

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1	—	—
SVCS Line 2	—	—
SVCS Line 3	—	—
SVCS Line 4	—	—
SVCS Line 5	—	—
SVCS Line 6	—	—
SVCS Line 7	—	—
SVCS Line 8	—	—

Emergency Contact Information

Name	Title	Phone Number
Vasos Michael	Site Superintendent	718-358-7100 347-738-0313 (cell)
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
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Marcus Simmons	AKRF Project Director	646-388-9257 (office) 917-509-5259 (cell)
Kate Brunner	AKRF Project Manager	646-388-9525 (office) 917-612-3990 (cell)

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Kathleen Blessing	**Date:** 2/11/10
Time IN: 1115	**Time OUT:** 1240

GENERAL

Weather: Sunny, windy Temp: 35°F Barometric Pressure: 29.91 "Hg

When was the last rain event? approx 12" of snow last night

Is this a daily/weekly/monthly system check? (circle one)

Are all system fans operating? (Yes) No If no, please list:

Any evidence of system tampering or vandalism? NO

Were all cleanout and sampling port caps securely attached prior to system testing? yes

Please list caps that were not secure in place: N/A

FAN OPERATIONS

Location [2]	Exhaust PID ppb	Exhaust Methane [3] %	Exhaust LEL %	Vacuum below Fan B ("H2O)	Vacuum below Fan A ("H2O)	Vacuum at Cleanout ("H2O)	Diff Fan - Cleanout ("H2O)
SVCS Line 1 / SP-2	—	—	—	-2.0--3.0	-2.0--6.0	—	—
SVCS Line 2 / SP-4	—	—	—	-2.0--3.0	-2.0--6.0	—	—
SVCS Line 3 / SP-5	—	—	—	-2.6	-5.4	-0.023	-5.377
SVCS Line 4 / SP-6	—	—	—	-2.0--4.0	-5.0--8.0	-0.032	-7.968
SVCS Line 5 / SP-8	0	0	0	-2.8	-5.8	-0.025	-5.775
SVCS Line 6 / SP-9	0	0	0	-2.8	-6.0	-0.051	-5.949
SVCS Line 7 / SP-11	0	0	0	-2.8	-6.2	-0.017	-6.183
SVCS Line 8 / SP-12	0	0	0	-2.8	-6.1	-0.046	-6.054

Comments:
- No access to exhaust for lines 1, 2, 3+4
- Light above 2B out
- No lights present above 5+6B switches
- Ranges are provided. Fan gauge is fluctuating

Take PID(ppb)+methane(%) readings at ports below fan B while fan B is temporarily shut off.

1 2600 PID(ppb) 0 methane %
2 7214
3 1528
4 6881
5 67
6 0
7 0
8 0

Notes:
1. ***Normal system vacuums range between 1.000" and 6.000" WC as measured from the sample ports located below each fan. If measurements are outside this range, contact Langan.***
2. ***SP locations listed are for the cleanout sample ports that correspond with the end of each line.***
3. ***Any methane levels observed above 1.25% should be reported to Langan immediately.***

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ppb	Methane %	Location	Vacuum "H_2O	PID ppb	Methane %
SP-1	-0.047	0	0	SP-9	-0.051	0	0
SP-2	---	---	---	SP-10	-0.007	0	0
SP-3	---	---	---	SP-11	-0.017	0	0
SP-4	---	---	---	SP-12	-0.046	0	0
SP-5	-0.023	0	0	SP-13	---	---	---
SP-6	-0.032	0	0	SP-14	-0.106	0	0
SP-7	---	---	---	SP-15	-0.010	0	0
SP-8	-0.025	0	0	SP-16	-0.018	0	0

Comments:

Notes: SP's w/o measurements were lost during construction activities.

Inspector Name:	**Date:**
Time IN:	**Time OUT:**

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1		
SVCS Line 2		
SVCS Line 3		
SVCS Line 4		
SVCS Line 5		
SVCS Line 6		
SVCS Line 7		
SVCS Line 8		

Emergency Contact Information

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PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Kathleen Blessing	**Date:** 2/17/10
Time IN: 1100	**Time OUT:** 1430

GENERAL

Weather: Sunny, clear Temp: 37°F Barometric Pressure: 31.26"Hg

When was the last rain event? approx 5" of snow previous day

Is this a daily/weekly/monthly system check? (circle one)

Are all system fans operating? Yes / No If no, please list:

Any evidence of system tampering or vandalism? NO

Were all cleanout and sampling port caps securely attached prior to system testing? yes

Please list caps that were not secure in place:

FAN OPERATIONS

Location [2]	Exhaust PID ppb	Exhaust Methane[3] %	Exhaust LEL %	Vacuum below Fan B ("H2O)	Vacuum below Fan A ("H2O)	Vacuum at Cleanout ("H2O)	Diff Fan - Cleanout ("H2O)
SVCS Line 1 / SP-2	—	—	—	-2.0--3.0	-2.0--4.5	--	—
SVCS Line 2 / SP-4	—	—	—	-2.0--3.0	-2.0--4.5	--	—
SVCS Line 3 / SP-5	—	—	—	-3.1	-4.9	-0.018	-4.882
SVCS Line 4 / SP-6	—	—	—	-2.0-3.0	-3.0--4.5	-0.030	-4.47
SVCS Line 5 / SP-8	0	0	0	-3.2	-5.1	-0.027	-5.073
SVCS Line 6 / SP-9	0	0	0	-3.2	-5.0	-0.024	-4.976
SVCS Line 7 / SP-11	0	0	0	-3.2	-5.0	-0.003	-4.997
SVCS Line 8 / SP-12	0	0	0	-3.2	-5.0	-0.031	-4.969

Comments:

- NO access to exhaust for lines 1, 2, 3 + 4
- Light above ZB out
- NO lights present above 5 + 6B switches
- Range is provided when gauge is Auchahas
- Take PID (ppb) + methane (%) readings at ports below Fan B while Fan B is temporarily shut off.

1 1692 ppb 0% methane
2 6214
3 3216
4 5718
5 184 ppb 0% methane
6 36
7 15
8 48

Notes:

1. ***Normal system vacuums range between 1.000" and 6.000" WC as measured from the sample ports located below each fan. If measurements are outside this range, contact Langan.***
2. ***SP locations listed are for the cleanout sample ports that correspond with the end of each line.***
3. ***Any methane levels observed above 1.25% should be reported to Langan immediately.***

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ppb	Methane %	Location	Vacuum "H_2O	PID ppb	Methane %
SP-1	-0.031	~~810~~	0	SP-9	-0.024	0	0
SP-2	--	--	--	SP-10	-0.005	0	0
SP-3	--	--	--	SP-11	-0.003	0	0
SP-4	--	--	--	SP-12	-0.031	0	0
SP-5	-0.018	0	0	SP-13	--	--	--
SP-6	-0.030	0	0	SP-14	-0.057	7980	0
SP-7	--	--	--	SP-15	-0.019	0	0
SP-8	-0.027	0	0	SP-16	-0.016	0	0

Comments:

Notes: SP's w/ air measurements were lost during construction activities.

Inspector Name:	**Date:**
Time IN:	**Time OUT:**

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1		
SVCS Line 2		
SVCS Line 3		
SVCS Line 4		
SVCS Line 5		
SVCS Line 6		
SVCS Line 7		
SVCS Line 8		

Emergency Contact Information

Name	Title	Phone Number
Vasos Michael	Site Superintendent	718-358-7100 347-738-0313 (cell)
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
Marshall King	Langan Senior Engineer	201-398-4570 (office) 201-981-8555 (cell)
Marcus Simmons	AKRF Project Director	646-388-9257 (office) 917-509-5259 (cell)
Kate Brunner	AKRF Project Manager	646-388-9525 (office) 917-612-3990 (cell)

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Kathleen Blessing	**Date:** 2/24/10
Time IN: 1130	**Time OUT:** 1430

GENERAL

Weather: Cloudy, cool, drizzling Temp: 41°F Barometric Pressure: 29.80"Hg

When was the last rain event? last night / this morning

Is this a daily/(weekly)/monthly system check? (circle one)

Are all system fans operating? (Yes) / No If no, please list:

Any evidence of system tampering or vandalism? NO

Were all cleanout and sampling port caps securely attached prior to system testing? yes

Please list caps that were not secure in place:

FAN OPERATIONS

Location [2]	Exhaust PID ppb	Exhaust Methane[3] %	Exhaust LEL %	Vacuum below Fan B ("H2O)	Vacuum below Fan A ("H2O)	Vacuum at Cleanout ("H2O)	Diff Fan - Cleanout ("H2O)
SVCS Line 1 / SP-2	—	—	—	-2.0 - -3.0	-2.0 - -6.0	—	—
SVCS Line 2 / SP-4	—	—	—	-2.0 - -3.0	-3.0 - -6.0	—	—
SVCS Line 3 / SP-5	—	—	—	-2.5	-5.0	-0.037	-4.963
SVCS Line 4 / SP-6	—	—	—	-2.0 - -3.0	-4.0 - -6.0	-0.017	-5.983
SVCS Line 5 / SP-8	0	0	0	-2.7	-5.1	-0.014	-5.086
SVCS Line 6 / SP-9	0	0	0	-2.8	-5.2	-0.079	-5.173
SVCS Line 7 / SP-11	0	0	0	-2.9	-5.2	-0.012	-5.188
SVCS Line 8 / SP-12	0	0	0	-2.8	-5.1	-0.030	-5.07

Comments:
- NO access to exhaust for lines 1, 2, 3+4
- Light above 2B is out
- no lights above 5+6B switches.
- range is provided when gauge is fluctuating

TOOK PID + methane readings at ports below Fan B while Fan B is temporarily shut off.

1	4002	ppb	0%	methane	5	82	ppb	0% methane
2	6171	"	0	" "	6	0	"	" "
3	1947	"	0	" "	7	0	"	" "
4	3690	"	0	" "	8	0	"	" "

Notes:
1. ***Normal system vacuums range between 1.000" and 6.000" WC as measured from the sample ports located below each fan. If measurements are outside this range, contact Langan.***
2. ***SP locations listed are for the cleanout sample ports that correspond with the end of each line.***
3. ***Any methane levels observed above 1.25% should be reported to Langan immediately.***

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ppb	Methane %	Location	Vacuum "H_2O	PID ppb	Methane %
SP-1	-0.023	0	0	SP-9	-0.027	0	0
SP-2	---	---	---	SP-10	-0.011	0	0
SP-3	---	---	---	SP-11	-0.012	0	0
SP-4	---	---	---	SP-12	-0.030	0	0
SP-5	-0.037	0	0	SP-13	---	---	---
SP-6	-0.017	0	0	SP-14	-0.002	13.33 ppm	0
SP-7	---	---	---	SP-15	-0.010	0	0
SP-8	-0.014	0	0	SP-16	-0.045	0	0

Comments:
SPs without measurements were lost during construction

Notes:

Inspector Name:	—	**Date:**	—
Time IN:	—	**Time OUT:**	—

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1	—	—
SVCS Line 2	—	—
SVCS Line 3	—	—
SVCS Line 4	—	—
SVCS Line 5	—	—
SVCS Line 6	—	—
SVCS Line 7	—	—
SVCS Line 8	—	

Emergency Contact Information

Name	Title	Phone Number
Vasos Michael	Site Superintendent	718-358-7100 347-738-0313 (cell)
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
Marshall King	Langan Senior Engineer	201-398-4570 (office) 201-981-8555 (cell)
Marcus Simmons	AKRF Project Director	646-388-9257 (office) 917-509-5259 (cell)
Kate Brunner	AKRF Project Manager	646-388-9525 (office) 917-612-3990 (cell)

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Kathleen Blessing	**Date:** March 24, 2010
Time IN: 1215	**Time OUT:** 1500

GENERAL

Weather: clear, sunny, windy Temp: 52°F Barometric Pressure: 29.82" Hg

When was the last rain event? last night

Is this a daily/weekly/monthly system check? (circle one)

Are all system fans operating? Yes / No If no, please list:

Any evidence of system tampering or vandalism? NO

Were all cleanout and sampling port caps securely attached prior to system testing? yes

Please list caps that were not secure in place: —

FAN OPERATIONS

Location [2]	Exhaust PID ppb	Exhaust Methane [3] %	Exhaust LEL %	Vacuum below Fan B (" H2O)	Vacuum below Fan A (" H2O)	Vacuum at Cleanout (" H2O)	Diff Fan - Cleanout (" H2O)
SVCS Line 1 / SP-2	—	—	—	-1.5 - 2.5	-2.0 - -6.0	—	—
SVCS Line 2 / SP-4	—	—	—		-2.0 - -6.0	—	—
SVCS Line 3 / SP-5	—	—	—	-2.5	-4.9	-0.008	-4.892
SVCS Line 4 / SP-6	—	—	—	-2.0 - 3.0	-4.0 - -6.0	-0.005	-5.995
SVCS Line 5 / SP-8	28	0	0	-2.4	*	-0.036	—
SVCS Line 6 / SP-9	0	0	0	-2.4	-5.1	-0.048	-5.052
SVCS Line 7 / SP-11	43	0	0	-2.5	-5.0	-0.030	-4.97
SVCS Line 8 / SP-12	0	0	0	-2.4	-5.0	-0.125	-4.875

Comments: took below PID + methane readings below Fan B while temp. shut off

1 430 ppb 0% methane
2 280
3 50
4 14
5 31
6 0
7 0
8 14

- No access to exhaust for lines 1, 2 & 4
- Light above ZB switch out
- No lights above SP-8 & SP-11 switches
- Range is pruded when gauge is fluctuating

* = inaccessible sampling port due to presence of adjacent piping, see photo.

Notes:

1. ***Normal system vacuums range between 1.000" and 6.000" WC as measured from the sample ports located below each fan. If measurements are outside this range, contact Langan.***
2. ***SP locations listed are for the cleanout sample ports that correspond with the end of each line.***
3. ***Any methane levels observed above 1.25% should be reported to Langan immediately.***

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ppb	Methane %	Location	Vacuum "H_2O	PID ppb	Methane %
SP-1	0.016	0	0	SP-9	-0.048	0	0
SP-2	---	---	---	SP-10	-0.017	0	0
SP-3	---	---	---	SP-11	-0.030	0	0
SP-4	---	---	---	SP-12	-0.125	0	0
SP-5	0.008	0	0	SP-13	---	---	---
SP-6	-0.005	0	0	SP-14	-0.017	21	0
SP-7	---	---	---	SP-15	-0.010	0	0
SP-8	-0.036	0	0	SP-16	-0.026	0	0

Comments: SP's without measurements were lost during construction

Notes:

Inspector Name:		**Date:**	
Time IN:		**Time OUT:**	

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1		
SVCS Line 2		
SVCS Line 3		
SVCS Line 4		
SVCS Line 5		
SVCS Line 6		
SVCS Line 7		
SVCS Line 8		

Emergency Contact Information

Name	Title	Phone Number
Vasos Michael	Site Superintendent	718-358-7100 347-738-0313 (cell)
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
Marshall King	Langan Senior Engineer	201-398-4570 (office) 201-981-8555 (cell)
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Kate Brunner	AKRF Project Manager	646-388-9525 (office) 917-612-3990 (cell)

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Amanda Forsburg	**Date:** 4/30/2010
Time IN: 0810	**Time OUT:**

GENERAL

Weather: scattered clouds Temp: 67° Barometric Pressure: 29.88

When was the last rain event?

Is this a daily/weekly/(monthly) system check? (circle one)

Are all system fans operating? (Yes) No If no, please list:

Any evidence of system tampering or vandalism? NO

Were all cleanout and sampling port caps securely attached prior to system testing? Yes

Please list caps that were not secure in place: —

FAN OPERATIONS

Location [2]	Exhaust PID ~~ppb~~ ppm	Exhaust Methane [3] %	Exhaust LEL %	Vacuum below Fan B (" H2O)	Vacuum below Fan A (" H2O)	Vacuum at Cleanout (" H2O)	Diff Fan - Cleanout (" H2O)
SVCS Line 1 / SP-2	—	—	—	-1.1	-1.8 - -2.4	—	—
SVCS Line 2 / SP-4	—	—	—	-1.0	-1.7	—	—
SVCS Line 3 / SP-5	—	—	—	-2.5	-4.6 - -5.4	-.105	5.295
SVCS Line 4 / SP-6	—	—	—	-2.2 - -3.2	-3.8 - -6.4	-0.012	6.388
SVCS Line 5 / SP-8	0	0.1%	2%	-2.6	-5.2	-0.058	5.142
SVCS Line 6 / SP-9	0	0.1%	2%	-2.5	-4.9	-0.002	4.838
SVCS Line 7 / SP-11	0.1	0.1%	2%	-2.6	-5.1	-0.050	5.05
SVCS Line 8 / SP-12	0	0.1%	2%	-2.6	-4.9	-0.035	4.865

Comments:

No access to exhaust for lines 1, 2, 3, & 4
Ranges are provided when gauge reading fluctuates
Methane detector = Gem 2000
↳ ambient reading = 0.1%

Notes:

1. ***Normal system vacuums range between 1.000" and 6.000" WC as measured from the sample ports located below each fan. If measurements are outside this range, contact Langan.***
2. ***SP locations listed are for the cleanout sample ports that correspond with the end of each line.***
3. ***Any methane levels observed above 1.25% should be reported to Langan immediately.***

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ~~ppb~~ ppm	Methane %	Location	Vacuum "H_2O	PID ppb	Methane %
SP-1	-0.048	0	0.1%	SP-9	-0.062	0	0.1%
SP-2	---	---	---	SP-10	-0.053	0	0.1%
SP-3	---	---	---	SP-11	-0.050	0	0.1%
SP-4	---	---	---	SP-12	-0.035	0	0.1%
SP-5	-0.105	0.3	0.1%	SP-13	---	---	---
SP-6	-0.012	0	0.1%	SP-14	-0.001	0	0.1%
SP-7	---	---	---	SP-15	-0.018	0	0.1%
SP-8	-0.058	0	0.1%	SP-16	— N/A	— N/A	— N/A

Comments:
- SP's without measurements lost during construction
- reading not collected from SP-16 due to inaccessibility

Notes:
* should call ahead to BJ's to have carts moved

Inspector Name:	**Date:**
Time IN:	**Time OUT:**

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1	—	—
SVCS Line 2	—	—
SVCS Line 3	—	—
SVCS Line 4	—	—
SVCS Line 5	—	—
SVCS Line 6	—	—
SVCS Line 7	—	—
SVCS Line 8	—	—

Emergency Contact Information

Name	Title	Phone Number
Vasos Michael	Site Superintendent	718-358-7100 347-738-0313 (cell)
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
Marshall King	Langan Senior Engineer	201-398-4570 (office) 201-981-8555 (cell)
Marcus Simmons	AKRF Project Director	646-388-9257 (office) 917-509-5259 (cell)
Kate Brunner	AKRF Project Manager	646-388-9525 (office) 917-612-3990 (cell)

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Amanda Forsberg	**Date:** 8/6/2010
Time IN: 0815	**Time OUT:** 1145

GENERAL

Weather: Scattered clouds Temp: 83° Barometric Pressure: 29.69 in Hg (rising)

When was the last rain event? 8/1/2010

Is this a ~~daily/weekly/monthly~~ system check? (circle one) quarterly

Are all system fans operating? (Yes) / No If no, please list:

Any evidence of system tampering or vandalism? no

Were all cleanout and sampling port caps securely attached prior to system testing? yes

Please list caps that were not secure in place: n/a

FAN OPERATIONS

Location [2]	Exhaust PID ppbv/m	Exhaust Methane [3] %	Exhaust LEL %	Vacuum below Fan B (" H2O)	Vacuum below Fan A (" H2O)	Vacuum at Cleanout (" H2O)	Diff Fan - Cleanout (" H2O)
SVCS Line 1 / SP-2	–	–	–	-1.0	-1.7	–	–
SVCS Line 2 / SP-4	–	–	–	-0.9	-1.4	–	–
SVCS Line 3 / SP-5	–	–	–	-1.8 - 36	-20 - 80	-0.231	1.769 - 7.769
SVCS Line 4 / SP-6	–	–	–	-1.4	-2.7	-0.042	2.658
SVCS Line 5 / SP-8	0.0	0.00	0.0	-2.9	-5	-0.144	4.856
SVCS Line 6 / SP-9	0.0	0.00	0.0	-2.6	-5.1	-0.159	4.941
SVCS Line 7 / SP-11	0.0	0.00	0.0	-2.6	-5.0	-0.150	4.85
SVCS Line 8 / SP-12	0.0	0.00	0.0	-2.5	-4.9	-0.176	4.726

Comments:

~~1= Flushmount broken~~ (any)

No access to exhaust for lines 1, 2, 3, + 4
Ranges are provided when gauge reading fluctuates
methane detector = Gem 2000

Notes:

1. ***Normal system vacuums range between 1.000" and 6.000" WC as measured from the sample ports located below each fan. If measurements are outside this range, contact Langan.***
2. ***SP locations listed are for the cleanout sample ports that correspond with the end of each line.***
3. ***Any methane levels observed above 1.25% should be reported to Langan immediately.***

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ppm	Methane %	Location	Vacuum "H_2O	PID ppm	Methane %
SP-1	-0.026	0.0	0.00	SP-9	-0.159	0.0	0.00
SP-2	---	---	---	SP-10	-0.147	0.0	0.00
SP-3	---	---	---	SP-11	-0.150	0.0	0.00
SP-4	---	---	---	SP-12	-0.176	0.0	0.00
SP-5	-0.231	0.0	0.00	SP-13	---	---	---
SP-6	-0.042	0.0	0.00	SP-14	0.000	0.0	—
SP-7	---	---	---	SP-15	-0.081	0.0	0.00
SP-8	-0.144	0.0	0.00	SP-16	-0.255	0.0	0.00

Comments:
1 - flush mount is broken, will need to be replaced
- SP's without measurements were lost during construction

Notes:

Inspector Name:	Date:
Time IN:	Time OUT:

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)	
SVCS Line 1			
SVCS Line 2			
SVCS Line 3			
SVCS Line 4			
SVCS Line 5			
SVCS Line 6			
SVCS Line 7			
SVCS Line 8			

Emergency Contact Information

Name	Title	Phone Number
Vasos Michael	Site Superintendent	718-358-7100 347-738-0313 (cell)
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
Marshall King	Langan Senior Engineer	201-398-4570 (office) 201-981-8555 (cell)
Marcus Simmons	AKRF Project Director	646-388-9257 (office) 917-509-5259 (cell)
Kate Brunner	AKRF Project Manager	646-388-9525 (office) 917-612-3990 (cell)

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

Inspector Name: Annarcia Forsburg	**Date:** 11/5/2010
Time IN: 1215	**Time OUT:** 1500

GENERAL

Weather: overcast, breezy Temp: 50's °F Barometric Pressure: 29.40

When was the last rain event? 11/4/2010

Is this a ~~daily/weekly/monthly~~ system check? (circle one) quarterly

Are all system fans operating? Yes / (No) If no, please list: 3B

Any evidence of system tampering or vandalism? duct tape over SP access holes, fans 4B + 3B turned off

Were all cleanout and sampling port caps securely attached prior to system testing? yes

Please list caps that were not secure in place:
SP-15 → needs new flush mount lid

FAN OPERATIONS

Location [2]	Exhaust PID ppm	Exhaust Methane [3] %	Exhaust LEL %	Vacuum below Fan B (" H2O)	Vacuum below Fan A (" H2O)	Vacuum at Cleanout (" H2O)	Diff Fan - Cleanout (" H2O)
SVCS Line 1 / SP-2	-	-	-	-0.8	-1.4	---	-
SVCS Line 2 / SP-4	-	-	-	-0.8	-1.2	---	-
SVCS Line 3 / SP-5	-	-	-	-	-0.8	-0.179	*0.621
SVCS Line 4 / SP-6	-	-	-	-1.2-3.0	-1.1	-0.091	*1.009
SVCS Line 5 / SP-8	0.0	0.0	0.0	-2.6	-5.1	*-0.096	*5.005
SVCS Line 6 / SP-9	0.0	0.0	0.0	-2.5	-5.0	-0.111	4.889
SVCS Line 7 / SP-11	0.0	0.0	0.0	-2.5	-5.0	-0.093	4.907
SVCS Line 8 / SP-12	0.0	0.0	0.0	-2.4	-4.9	-0.074	4.826

Comments:

- doors to access 5A - 8A are locked, AF contacts Pasnko to gain access
- no access to exhaust for lines 1, 2, 3, + 4
- methane detector = Gem 2000+
- fans 3B + 4B had been turned off - when 3B turned on makes a loud gearing-up sound - 3B will remain off
- light is out for 2B but fan is on

Notes:

1. ***Normal system vacuums range between 1.000" and 6.000" WC as measured from the sample ports located below each fan. If measurements are outside this range, contact Langan.***
2. ***SP locations listed are for the cleanout sample ports that correspond with the end of each line.***
3. ***Any methane levels observed above 1.25% should be reported to Langan immediately.***

PERIODIC INSPECTION LOG
SOIL VAPOR COLLECTION SYSTEM (SVCS)
FLUSHING INDUSTRIAL PARK, 40TH ROAD AND COLLEGE POINT BOULEVARD, FLUSHING, NEW YORK

VACUUM READINGS

Location	Vacuum "H_2O	PID ppm	Methane %	Location	Vacuum "H_2O	PID ppm	Methane %
SP-1	0.000	0.0	0.0	SP-9	~~-0.003~~ -0.111	0.0	0.0
SP-2	---	---	---	SP-10	-0.114	0.0	0.0
SP-3	---	---	---	SP-11	-0.093	0.0	0.0
SP-4	---	---	---	SP-12	-0.074	0.0	0.0
SP-5	-0.179	0.0	0.0	SP-13	---	---	---
SP-6	-0.091	0.0	0.0	SP-14	0.000	0.0	0.0
SP-7	---	---	---	SP-15	-0.023	0.0	0.0
SP-8	-0.095	0.0	0.0	SP-16	-0.175	0.0	0.0

Comments:
SP-1 has been cemented in + no vacuum

Notes:

Inspector Name:	Date:
Time IN:	Time OUT:

SOIL VAPOR SAMPLES

	PID Readings (ppb)	Laboratory Sample ID (method TO-15)
SVCS Line 1		
SVCS Line 2		
SVCS Line 3		
SVCS Line 4		
SVCS Line 5		
SVCS Line 6		
SVCS Line 7		
SVCS Line 8		

Emergency Contact Information

Name	Title	Phone Number
~~Vasos Michael~~	~~Site Superintendent~~	~~718-358-7100~~ ~~347-738-0313 (cell)~~
Steven Ciambruschini	Langan Senior Associate	201-794-6900 (office) 201-398-4549 (direct)
Marshall King	Langan Senior Engineer	201-398-4570 (office) 201-981-8555 (cell)
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