

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a Remedial Program for the
Flushing Industrial Park (Western Waterfront) Parcel 3
College Point Avenue and 40th Road, Queens,
under Article 27, Title 14 of the Environmental
Conservation Law by Volunteer,
C.E. Flushing, LLC.

AMENDED
BROWNFIELD SITE
CLEANUP AGREEMENT

Index No. W2-1029-04-10
Site No. C241079

WHEREAS, C.E. Flushing, LLC, with offices located at 118-35 Queens Boulevard, Forest Hills, New York 11375, is currently participating in the Brownfield Cleanup Program relative to 13.6 acres of real property located NW Corner of College Point Avenue and 40th Road, Flushing, Queens County, 11375, at latitude 40.7574E and longitude -73.8337E, and designated Tax Block 5066, Lots 1 and 100 (the "Property"); and

WHEREAS, the Property was originally described as containing 7.1 acres; and

WHEREAS, the Site will be developed as four parcels, designated as Parcels "1", "2", "3", and "4" on the map attached as Exhibit "A"; and

WHEREAS, Brownfield Site Cleanup Agreement, Index No. W2-1029-04-10, for Site No. C241079, dated December 23, 2004 (the "BCA" or the "Agreement") is applicable to Parcel 3; and

WHEREAS, the BCA was amended on June 14, 2005 to add C.E. Flushing Promenade, LLC as a Volunteer; and

WHEREAS, the BCA was further amended on April 27, 2007 to add Flushing Town Center III, L.P. and Allied Flushing Corporation as Volunteers; and

WHEREAS, certified applications were submitted to the Department in August 2007 to add AFC2, LLC; FTC Residential Company I, L.P.; FTC Residential Company II, L.P.; FTC Residential Company III, L.P.; FTC East Retail Company, L.P.; and FTC West Retail Company, L.P. (collectively, the "Additional Applicants"), all newly-formed affiliate entities of C.E. Flushing, LLC with a mailing address c/o Muss Development Corp., 11835 Queens Boulevard, Forest Hills, New York 11375, as additional Volunteers to the BCA; and

WHEREAS, upon consideration of the factors enumerated in ECL 27-1407(8) and (9), the Department made a determination, based upon consideration of the application to add the Additional Applicants, that such Additional Applicants are eligible to participate in the BCP as a Volunteer as defined in ECL 27-1405(1)(b); and

WHEREAS, the Volunteers have requested, and the Department has agreed, that the

Parcel boundaries be revised to reflect recent changes in the design of the redevelopment planned on the Property.

NOW THEREFORE, in consideration of and in exchange for the mutual covenants and promises, the parties agree to the following:

1. AFC2, LLC; FTC Residential Company I, L.P.; FTC Residential Company II, L.P.; FTC Residential Company III, L.P.; FTC East Retail Company, L.P.; and FTC West Retail Company, L.P. are added as Volunteers to the BCA; and

2. The Site is 0.88 acres in size and its boundaries are revised as reflected in the metes and bounds description attached hereto as Exhibit "B"; and

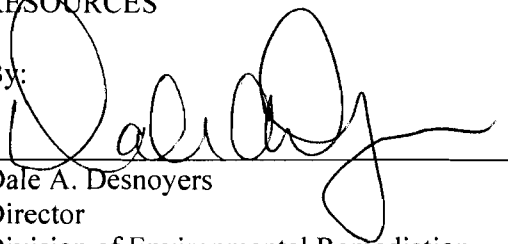
3. The Agreement, the June 14, 2005 Amendment, the April 27, 2007 Amendment and this Amendment to the Agreement shall constitute the entire Agreement between the parties with all the terms and conditions of the Agreement, except as provided herein, remaining in full force and effect; and

4. The effective date of the Amended Brownfield Site Cleanup Agreement shall be the date it is executed by the Commissioner or the Commissioner's designee.

DATED: NOV 29 2007

ALEXANDER B. GRANNIS, COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

By:


Dale A. Desnoyers
Director
Division of Environmental Remediation

CONSENT BY VOLUNTEER

Volunteer, **C.E. Flushing, LLC**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing hereon as provided by law, and agrees to be bound by this Agreement.

C.E. Flushing, LLC

By: _____

Title: Manager

Date: 16 Nov. 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF Queens)

On the 16th day of November in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. MUSS,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at
118-35 Queens Blvd Forest Hills, NY 11375
(Full mailing address)

and that he/she/they is (are) the Manager
(President or other officer or director or attorney in fact duly appointed)

of the CE Flushing, LLC,
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

Diana Niememes
Notary Public, State of New York

DIANA NIEMES
Notary Public, State of New York
No. 01N16125276
Qualified in Queens County
Commission Expires April 11, 2009

CONSENT BY VOLUNTEER

Volunteer, **Allied Flushing Corporation**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Allied Flushing Corporation

By: _____

Title: manager

Date: 16 Nov. 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF Queens)

On the 10th day of November in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. NUSS,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at

118-35 Queens Blvd Forest Hills, NY 11375
(Full mailing address)

and that he/she/they is (are) the Manager
(President or other officer or director or attorney in fact duly appointed)

of the Allied Flushing Corporation,
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

Diana Niemes
Notary Public, State of New York

DIANA NIEMES
Notary Public, State of New York
No. 01N16125276
Qualified in Queens County
Commission Expires April 11, 2009

CONSENT BY VOLUNTEER

Volunteer, **Flushing Town Center III, L.P.**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Flushing Town Center III, L.P.

By: _____

Title: Manager

Date: 16 Nov. 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF Queens)

On the 16th day of November in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. MUSS,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at
118-35 Queens Blvd. Forest Hills, NY 11375
(Full mailing address)

and that he/she/they is (are) the Manager
(President or other officer or director or attorney in fact duly appointed)

of the Flushing Town Center III L.P.
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

Diana Niemes
Notary Public, State of New York

DIANA NIEMES
Notary Public, State of New York
No. 01NI6125276
Qualified in Queens County
Commission Expires April 11, 2009

CONSENT BY VOLUNTEER

Volunteer, **AFC2, LLC**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

AFC2, LLC

By: _____
Title: Manager
Date: 16 Nov. 2007

STATE OF NEW YORK)
COUNTY OF Queens) ss.:

On the 16th day of November in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. NUSS,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at
118-35 Queens Blvd. Forest Hills, NY 11375
(Full mailing address)

and that he/she/they is (are) the Manager
(President or other officer or director or attorney in fact duly appointed)

of the AFC2, LLC,
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

Diana Niemes
Notary Public, State of New York
DIANA NIEMES
Notary Public, State of New York
No. 01Ni6125276
Qualified in Queens County
Commission Expires April 11, 2009

CONSENT BY VOLUNTEER

Volunteer, **FTC Residential Company I, L.P.**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

FTC Residential Company I, L.P.

By: _____

Title: Manager

Date: 16 Nov. 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF Queens)

On the 16th day of November in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. MUSS,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at

118-35 Queens Blvd, Forest Hills, NY 11375
(Full mailing address)

and that he/she/they is (are) the Manager
(President or other officer or director or attorney in fact duly appointed)

of the FTC Residential Company I, L.P.
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

Diana Niemes
Notary Public, State of New York

DIANA NIEMES
Notary Public, State of New York
No. 01NI6125276
Qualified in Queens County
Commission Expires April 11, 20 09

CONSENT BY VOLUNTEER

Volunteer, **FTC Residential Company II, L.P.**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

FTC Residential Company II, L.P.

By: _____

Title: MANAGER

Date: 16 NOV. 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF QUEENS)

On the 16~~th~~ day of NOVEMBER in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. MUSS,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at

118-35 QUEENS BLVD, FOREST HILLS, NY 11375
(Full mailing address)

and that he/she/they is (are) the MANAGER
(President or other officer or director or attorney in fact duly appointed)

of the FTC RESIDENTIAL COMPANY II, LP,
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

Diana Niemes
Notary Public, State of New York

DIANA NIEMES
Notary Public, State of New York
No. 01NI6125276
Qualified in Queens County
Commission Expires April 11, 2009

CONSENT BY VOLUNTEER

Volunteer, **FTC Residential Company III, L.P.**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

FTC Residential Company III, L.P.

By: _____

Title: MANAGER

Date: 16 NOV. 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF QUEENS)

On the 16th day of NOVEMBER in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. MUSS,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at

118-35 QUEENS BLVD., FOREST HILLS, NY 11375
(Full mailing address)

and that he/she/they is (are) the MANAGER
(President or other officer or director or attorney in fact duly appointed)

of the FTC RESIDENTIAL COMPANY III, L.P.,
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

Diana Niemes
Notary Public, State of New York

DIANA NIEMES
Notary Public, State of New York
No. 01NI6125276
Qualified in Queens County
Commission Expires April 11, 2009

CONSENT BY VOLUNTEER

Volunteer, **FTC East Retail Company, L.P.**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

FTC East Retail Company, L.P.

By: _____

Title: MANAGER

Date: 16 NOV. 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF QUEENS)

On the 16th day of NOVEMBER in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. MUSS,
(Full name)

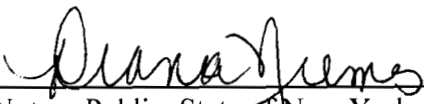
personally known to me who, being duly sworn, did depose and say that he/she/they reside at

118-35 QUEENS BLVD, FOREST HILLS NY 11375
(Full mailing address)

and that he/she/they is (are) the MANAGER
(President or other officer or director or attorney in fact duly appointed)

of the FTC EAST RETAIL COMPANY, L.P.,
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.


Notary Public, State of New York

DIANA NIEMES
Notary Public, State of New York
No. 01N16125276
Qualified in Queens County
Commission Expires April 11, 20 08

CONSENT BY VOLUNTEER

Volunteer, **FTC West Retail Company, L.P.**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

FTC West Retail Company, L.P.

By: _____

Title: MANAGER

Date: 16 NOV. 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF QUEENS)

On the 16th day of NOVEMBER in the year 2007, before me, the undersigned,

personally appeared JOSHUA L. MUSS,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at

118-35 QUEENS BLVD., FOREST HILLS, NY 11375
(Full mailing address)

and that he/she/they is (are) the MANAGER
(President or other officer or director or attorney in fact duly appointed)

of the FTC WEST RETAIL COMPANY, L.P.,
(Full legal name of corporation)

the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

Diana Niemes
Notary Public, State of New York

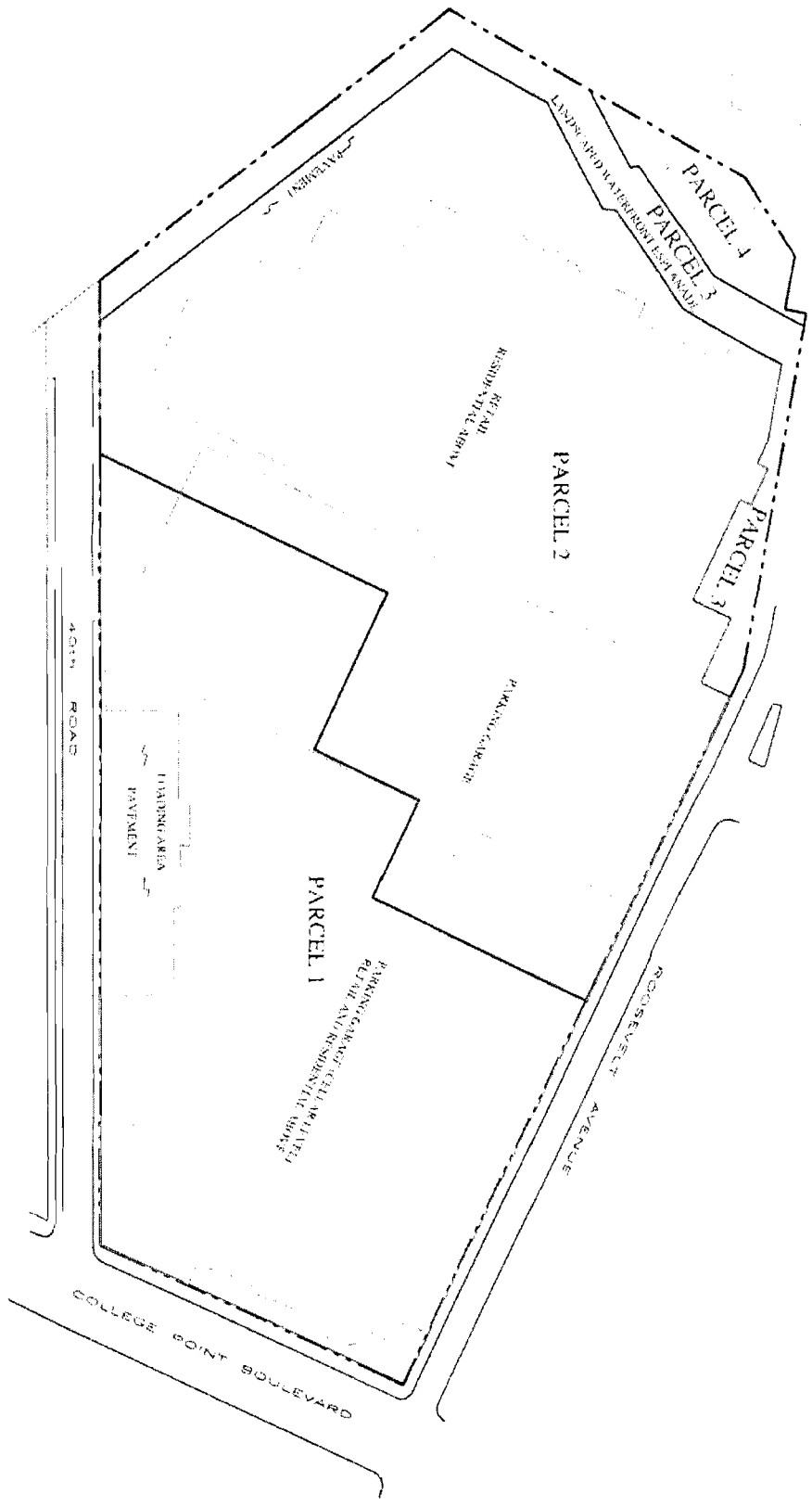
DIANA NIEMES
Notary Public, State of New York
No. 01NI6125276
Qualified in Queens County
Commission Expires April 11, 2009

Exhibit "A"

Map

Legend:

- PLANNED BUILDING
- PARCEL BOUNDARY
- PROPERTY BOUNDARY



3	DATE 11.09.07	SCALE 1" = 100'	PROJECT NO. 30141	<p>FLUSHING INDUSTRIAL PARK, PARCELS 1-4 Flushing, New York</p> <p>PLANNED DEVELOPMENT</p>	<p>AKRF Environmental Consultants 440 Park Avenue South, New York, N.Y. 10018</p>
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Exhibit "B"

Metes and Bounds

TECHNICAL DESCRIPTION

Beginning at a point on the northwesterly side of 40th Road (50.0 feet wide); distant 853.63 feet, 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). Said point of beginning is further being described as having coordinate values of LATITUDE 40-45'-20.65" and LONGITUDE 73-50'-11.6"

- 1) Running thence northwesterly forming an exterior angle of 127 degrees 12 minutes 25 seconds and a distance of 416.00 feet to a point.
- 2) Thence northerly forming an exterior angle of 113 degrees 31 minutes 09 seconds and a distance of 101.23 feet to a point.
- 3) Thence northeasterly forming an exterior angle of 147 degrees 03 minutes 18 seconds and a distance of 60.55 feet to a point.
- 4) Thence northeasterly forming an interior angle of 179 degrees 15 minutes 06 seconds and a distance of 50.79 feet to a point.
- 5) Thence northwesterly forming an interior angle of 122 degrees 57 minutes 53 seconds and a distance of 11.70 feet to a point.
- 6) Thence northeasterly forming an interior angle of 230 degrees 43 minutes 11 seconds and a distance of 54.00 feet to a point.
- 7) Thence northeasterly forming an interior angle of 181 degrees 19 minutes 37 seconds and a distance of 56.13 feet to a point.
- 8) Thence northerly forming an interior angle of 153 degrees 30 minutes 11 seconds and a distance of 40.55 feet to a point.
- 9) Thence northerly forming an interior angle of 178 degrees 45 minutes 42 seconds and a distance of 40.77 feet to a point.
- 10) Thence northerly forming an interior angle of 178 degrees 13 minutes 03 seconds and a distance of 23.97 feet to a point.
- 11) Thence northeasterly forming an interior angle of 253 degrees 19 minutes 59 seconds and a distance of 70.67 feet to a point.
- 12) Thence easterly forming an interior angle of 195 degrees 08 minutes 51 seconds and a distance of 23.39 feet to a point.

- 13) Thence northerly forming an interior angle of 90 degrees 07 minutes 49 seconds and a distance of 10.67 feet to a point
- 14) Thence easterly forming an interior angle of 270 degrees 00 minutes 00 seconds and a distance of 37.33 feet to a point.
- 15) Thence southerly forming an interior angle of 270 degrees 00 minutes 00 seconds and a distance of 10.72 feet to a point.
- 16) Thence easterly forming an interior angle of 90 degrees 00 minutes 00 seconds and a distance of 103.16 feet to a point
- 17) Thence northerly forming an interior angle of 90 degrees 00 minutes 00 seconds and a distance of 39.38 feet to a point.
- 18) Thence easterly forming an interior angle of 270 degrees 00 minutes 00 seconds and a distance of 66.31 feet to a point.
- 19) Thence northerly and perpendicular to Roosevelt Avenue 30.50 feet to a point on the southerly side of Roosevelt Avenue (120.00 feet wide).
- 20) Thence westerly along said southerly side of Roosevelt Avenue forming an interior angle of 90 degrees 00 minutes 00 seconds and a distance of 29.13 feet to an angle point thereon.
- 21) Thence southwesterly continuing along said southerly side of Roosevelt Avenue forming an interior angle of 164 degrees 42 minutes 05 seconds and a distance of 321.06 feet to a point.
- 22) Thence southerly forming an interior angle of 107 degrees 10 minutes 16 seconds and a distance of 33.27 feet to a point.
- 23) Thence southerly forming an exterior angle of 178 degrees 37 minutes 04 seconds and a distance of 38.00 feet to a point.
- 24) Thence southerly forming an exterior angle of 178 degrees 42 minutes 57 seconds and a distance of 25.48 feet to a point.
- 25) Thence southwesterly forming an exterior angle of 153 degrees 04 minutes 11 seconds and a distance of 35.22 feet to a point.
- 26) Thence southwesterly forming an exterior angle of 181 degrees 35 minutes 15 seconds and a distance of 37.77 feet to a point.

- 27) Thence southwesterly forming an exterior angle of 180 degrees 37 minutes 43 seconds and a distance of 32.22 feet to a point.
- 28) Thence southwesterly forming an exterior angle of 178 degrees 16 minutes 18 seconds and a distance of 16.85 feet to a point.
- 29) Thence southeasterly forming an exterior angle of 240 degrees 23 minutes 25 seconds and a distance of 5.65 feet to a point.
- 30) Thence southeasterly forming an exterior angle of 211 degrees 37 minutes 39 seconds and a distance of 2.49 feet to a point.
- 31) Thence southwesterly forming an exterior angle of 82 degrees 57 minutes 08 seconds and a distance of 57.59 feet to a point.
- 32) Thence southwesterly forming an exterior angle of 179 degrees 02 minutes 06 seconds and a distance of 12.77 feet to a point.
- 33) Thence southwesterly forming an exterior angle of 177 degrees 32 minutes 04 seconds and a distance of 11.45 feet to a point.
- 34) Thence southerly forming an interior angle of 144 degrees 15 minutes 20 seconds and a distance of 149.99 feet to a point.
- 35) Thence southeasterly forming an interior angle of 113 degrees 31 minutes 09 seconds and a distance of 412.89 feet to a point on the said northwesterly side of 40th Road.
- 36) Thence northeasterly along said northwesterly side of 40th Road a distance of 37.66 feet to the point or place of beginning.