

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a Remedial Program for
Flamingo Cleaners,
Westchester County
under Article 27, Title 14 of the
Environmental Conservation Law
by Volunteer,

AMENDED
BROWNFIELD SITE
CLEANUP AGREEMENT

Index No.: W3-1058-05-03
Site No.: C360078

JAMM North Avenue Corp. and 149-155 North Corp.

WHEREAS, JAMM North Avenue Corp. and 149-155 North Corp. with a mailing address at P.O. Box, Wykagyl Station, New Rochelle, New York 11803, are currently participating in the Brownfield Cleanup Program relative to real property located at 149-155 North Avenue in the City of New Rochelle, Westchester County, New York 10801 designated as Tax Map Number: Section 1, Block 212, Lot 0080 (the "Site"); and

WHEREAS, JAMM North Avenue Realty, LLC, a New York limited liability company with its principal place of business at 60 Maywood Road (% Latino), New Rochelle, New York, 10804, is the successor in interest to JAMM North Avenue Corp., now inactive; and

WHEREAS, a certified application dated July 20, 2007 was submitted to the Department to add Mrs. Dorothy Kettner, the principal of 149-155 North Corp. as an additional Volunteer to the BCA; and

WHEREAS, JAMM North Avenue Realty, LLC has agreed to this application by its certified signature dated July 20, 2007; 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 Applicant, that such Additional Applicant is eligible to participate in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

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

1. JAMM North Avenue Realty, LLC is added as a Volunteer to the BCA; and
2. Mrs. Dorothy Kettner is added as a Volunteer to the BCA; and

3. The Agreement 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

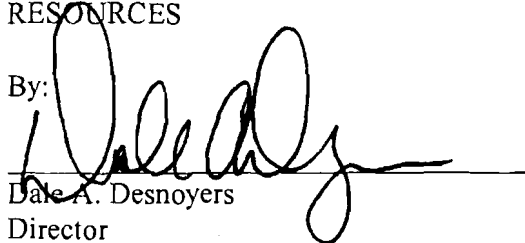
4. The effective date of the Amended Brownfield Site Cleanup Agreement shall be the date it is executed by the Commissioner or the Commissioner's designee.

DATED:

DEC - 5 2007

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

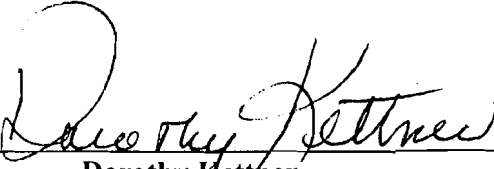
By:

A handwritten signature in black ink, appearing to read "Dale A. Desnoyers", is written over a horizontal line.

Dale A. Desnoyers
Director
Division of Environmental Remediation

CONSENT BY VOLUNTEER

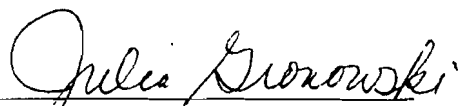
Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.


Dorothy Kettner

Date: 11/06/07

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On the 6th day of NOVEMBER, in the year 2007, before me, the undersigned, personally appeared DOROTHY KETTNER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and Office of individual
taking acknowledgment

JULIA GRONOWSKI,
Notary Public, State of New York
No. 4930572
Qualified in Westchester County
Term Expires 5-16-10

CONSENT BY VOLUNTEER

Volunteer 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.

149-155 North Corp.

By:

Dorothy Kettner
Dorothy Kettner

Title: President

Date: 11/06/07

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

On the 6th day of November in the year 200, before me, the undersigned,
personally appeared DOROTHY KETTNER,
(Full name)

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

1187 CALIFORNIA RD, EASTCHESTER, N.Y. 10709
(Full mailing address)

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

of the 149-155 NORTH CORP.,
(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.

Julia Gronowski
Notary Public, State of New York

JULIA GRONOWSKI
Notary Public, State of New York
No. 4930572
Qualified in Westchester County
Term Expires 5-16-10

CONSENT BY VOLUNTEER

Volunteer 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.

JAMM North Avenue Realty, LLC

By: Jo-Anne Latino
Jo-Anne Latino

Title: Manager

Date: 11/8/07

~~Commonwealth of MA~~
~~STATE OF NEW YORK~~)
) ss.:
COUNTY OF Suffolk)

On the 8th day of November in the year 2007, before me, the undersigned,
personally appeared Jo Anne Latino,
(Full name)

personally known to me who, being duly sworn, did depose and say that he/she/they reside at
31 Green St, Charlestown, MA 02129
(Full mailing address)

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

of the JAMM North Ave Realty, 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.

James H. Modin
Notary Public, ~~State of New York~~ Massachusetts
~~Commonwealth~~