



## ADJACENT PROPERTY OWNERS

ATI Site Owner  
Yonkers Alexander Street Redevelopment, Inc. (YASR)  
1 Ridge Hill Plaza  
Yonkers, NY 10710  
owns: 002-2610-012; Water Grant  
002-2610-014; 33 Water Grant  
002-2610-018; 91 Alexander Street  
002-2610-022; 33 Water Grant  
002-2610-030; 33 Water Grant  
002-2610-035; 33 Water Grant  
002-2610-044; 85 Alexander Street  
002-2610-048; 79 Alexander Street

Robert Altman  
Altman Stage Lighting Co.  
57 Alexander Street  
Yonkers, NY 10701-2792  
owns: 002-2610-050; 71 Alexander Street  
002-2610-053; 65 Alexander Street  
002-2610-057; 57 Alexander Street

Excelsior Bag  
B J 96 Corp.  
159 Alexander Street  
Yonkers, NY 10701-2536  
owns: 002-2615-018; 159 Alexander Street

Greyston Bakery Owner  
104 Ashburton Avenue LLC  
21 Park Avenue  
Yonkers, NY 10703  
owns: 002-2618-001; 104 Alexander Street

Jug Handle/Roadway  
Yonkers CDA  
87 Nepperhan Avenue  
Yonkers, NY 10701-3821  
owns: 002-2618-002; 110 Alexander Street

Small lot to the North of Greyston Bakery, South of Babcock Place  
New York State Department of Transportation

4 Burnett Blvd.  
Poughkeepsie, NY 12603-2553  
owns: 002-2618-200; 60 Babcock Place

Jail Site  
City of Yonkers  
City Hall  
Yonkers, NY 10701  
owns: 002-2608-001; 24 Alexander Street

Supertrans  
Edward Muto  
60 Alexander Street  
Yonkers, NY 10701  
owns: 002-2608-014-018; 60 Alexander Street

Patclin Chemical  
Yonkers Water Front Inc.  
62-66 Alexander Street  
Yonkers, NY 10705  
owns: 002-2608-020-023; 62 Alexander Street

Universal Packaging  
Harold Krasnow  
72 Alexander Street  
Yonkers, NY 10701-2715  
owns: 002-2608-025; 72 Alexander Street

Small Lot behind Supertrans  
Westchester County  
270 North Avenue, 6<sup>th</sup> Floor  
New Rochelle, NY 10801  
owns: 002-2608-070; 58 Alexander Street

## LOCAL OFFICIALS

Mayor Phillip A. Amicone  
City Hall  
40 South Broadway  
Yonkers, New York 10701

Lee Ellman, Director of Planning and Development  
Bureau of Housing and Buildings

87 Nepperhan Ave.  
Yonkers, New York 10701

Gerard E. Mulligan, AICP  
Commissioner  
Westchester County Department of Planning  
148 Martine Ave. Room 432  
White Plains, NY 10601

#### **LOCAL NEWS MEDIA**

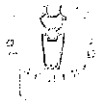
The Journal News  
One Gannet Drive  
White Plains, New York 10604  
(914) 694-9300

#### **PUBLIC WATER SUPPLIER**

City of Yonkers Bureau of Water  
Albina Glaz  
Water Engineer  
170 Saw Mill River Road  
Yonkers, New York 10701  
(914) 377-6735

#### **DOCUMENT REPOSITORY**

Yonkers Public Library  
One Larkin Center  
Yonkers, New York 10701



White Plains Office  
 707 Westchester Avenue, Suite 411  
 White Plains, NY 10604  
 914-993-9393 office  
 914-997-1698 fax  
 800-433-4698 toll free  
 stewartwhiteplains.com  
 NYSE: STC

**ORDER CONFIRMATION**

**Title Number:** 06-33086-W  
**Date of Application:** Tuesday, September 26, 2006  
**Sales Representative:** Assurance Title Services, LLC

**Applicant**

Al Donnellan, Esq.  
 DelBello, Donnellan, Weingarten, Tartaglia, Wise  
 & Wiederkehr, L.L.P.  
 One North Lexington Avenue  
 White Plains, NY 10601  
 Ph: (914) 681-0200 Fax: (914) 684-0288

**Lender/Bank Attorney**

TBD

**Seller Attorney**

Kevin P. Groarke, Esq.  
 Sonnenschein, Nath & Rosenthal  
 1221 Avenue of Americas  
 New York, NY 10020-1089  
 Ph: (212) 768-6700 Fax: (212) 398-5245

**Copies To:**

Alan S. Wellman  
 Assurance Title Services, LLC  
 One Washington Park, 15th Floor  
 Newark, NJ 07102  
 Ph: (973) 643-7500 Fax: (973) 643-7576

**Property Address:** 137 Alexander Street  
 Yonkers, NY  
 86 Alexander St., a/k/a 2 Ashburton Avenue Street  
 Yonkers, New York

**County:** Westchester  
**Town/Municipality:** Yonkers  
**District:**  
**Section:** 2  
**Block:** 2615, 2608  
**Lot:** 1,23,29,35,37

**TRANSACTION:** Fee & Simul Mortgage

**Fee Liability:** \$12,900,000.00  
**Mortgage Liability:**

**Mortgagee:** TBD

**Buyer/Borrower(s):** SFC Sun, LLC, a New York Limited Liability Company

**Seller(s):** Sun Chemical Corp. - a Delaware Corporation

**Survey Instruction:** TBD

**Departmental Searches Ordered:**

Bank vs. Purchaser/Borrower	Fire
Bank vs. Seller	Housing and Building
Certificate of Occupancy	
Street Report	

**IF THIS IS A REFINANCE WITHIN TEN YEARS, YOU MAY BE ENTITLED TO A REDUCED PREMIUM. CONTACT THIS COMPANY IMMEDIATELY FOR DETAILS.**

**YOU HAVE REQUESTED SERVICES FROM STEWART TITLE. IN THE EVENT THAT THIS MATTER FAILS TO CLOSE OR YOU CANCEL FOR ANY REASON A SERVICE CHARGE WILL BE BILLED.**



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 800-433-4698  
 stewart.com  
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**INVOICE**

**TITLE NO.:** 06-33086-W

**DATE** October 12, 2006

**POLICY NUMBER** M-8832-

Closing Time

**TITLE CLOSER:**

**CLOSING DATE:**

**CLOSING LOCATION:**

**APPLICANT:** DelBello, Donnellan, Weingarten, Tartaglia, Wise & Wiederkehr, L.L.P.

**PREMISES:** 137 Alexander Street, Yonkers,, New York

**District:** Section: 2, 2

**Block:** 2615, 2608

**Lot:** 1,23,29, 29,35,37, 1

**PURCHASER/BORROWER:** SFC Sun, LLC, a New York Limited Liability Company

CHARGES	Total	Buyer	Seller
Fee Insurance \$12,900,000.00			
Market Value Rider **			
Mortgage Insurance			
Mortgage Insurance			
<b>Municipal Searches (Total)</b>			
Bankruptcies	\$40.00		
3-Day Recission			
Other Searches			
New Survey			
Survey Locate			
Survey Inspection			
Endorsement Total:			
Survey Endorsement *			
Miscellaneous			
<b>RECORDING FEE(s): Deed(s):</b>			
RP5217:			
NYS Transfer Tax (usually paid by seller):			
NYC Transfer Tax:			
Mortgage(s):			
Mortgage Tax - (Mortgagor)			
Mortgage Tax -(Mortgagee)			
Satisfaction(s):			
Agreement(s):			
Other: Certificate of Occupancy Charge - TBD			
Other:			
Search Fee:			
Other Transfer Tax			
Other Mortgage Tax			
ESCROW - To Hold			
- To Pay			
Tax Service Charge (\$75.00)	\$75.00		
Settlement Fee:			
<b>TOTAL:</b>			

**ENDORSEMENTS**

A) Envmtl (8.1) (429) - \$25.00
B) Waiver (431) - \$25.00
C) VRE (420) - \$25.00
D) Residential (436) - \$25.00
E) Revolving Credit (406) - *
F) Survey (402) - *
G) Alta 9 (401) - *
H) Market Value Rider (408) - **
I)

\* 10% of Straight Mortgage Premium  
 \*\* 10% of Straight Owner's Premium

\*\*\*\*\*Closer MUST Verify Depts.  
 \*\*\*\*\*Closer MUST Verify Depts.

Subject to change/verification at closing

SOCIAL SECURITY NUMBERS: (MANDATORY):

SELLER(s): \_\_\_\_\_

**RECEIPTS**

DIRECT CHECKS:

AMOUNT:

STIC CHECKS:

AMOUNT:

The recording/filing fees referenced on this invoice include Stewart Titles fees for processing the subject recordings/filings



9) (Initial that which applies) TP584

- A. \_\_\_\_\_ I (we) am (are) (a) resident(s) of the State of New York.
- B. \_\_\_\_\_ I (we) am (are) not (a) resident(s) of the State of New York but claim an exemption within Section 121 of the Internal Revenue Code.
- C. \_\_\_\_\_ I (we) am (are) required to file form IT2663 and pay an estimated tax prior to the transfer of the above indicated premises.

10) \_\_\_\_\_ (Initial to include) FOR CORPORATION/LLC

- A. That said resolutions/Operating agreements/certificates of incorporation attached hereto are valid and no changes to said instruments have been made.
- B. That the General Business tax to the City of New York/NYS Franchise Tax is paid to date/not due (Circle Applicable). Except as set forth in the attached Indemnity Agreement.

11) This affidavit has been executed and delivered in order to induce Stewart Title Insurance Company to remove certain possible exceptions to title set forth in the above captioned title report and to issues its policy of title insurance covering said property knowing that it will rely on the statements made herein.

12) OTHER: \_\_\_\_\_  
\_\_\_\_\_

**Current/Forwarding Address**

\_\_\_\_\_ SS# \_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Another Quality Service Provided by:  
**Stewart Title Insurance Company**  
707 Westchester Avenue, Suite 411  
White Plains, NY 10604  
(914) 993-9393





White Plains Office  
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914-993-9393  
914-997-1698 fax  
800-433-4698  
stewart.com  
NYSE: STC

## EXHIBIT 1

### PRIVACY POLICY NOTICE

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **Stewart Title Insurance Company, and/or its agents.**

We may collect nonpublic information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or other.
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.



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## TIRSA OWNER'S EXTENDED PROTECTION POLICY

You can request an Extended Protection Policy if the insured is a natural person and the property is a residential condominium unit or a one-to-four family residence. The Extended Protection Policy provides extensive, additional insurance for a premium of 120% of the regular Owner's policy rate.

Coverage against the inability of the insured to use the Land as a single family residence due to violation of zoning law regulation on the Policy Date.

Coverage against the force removal of a structure on the Land of the Policy Date (other than boundary walls and fences) if it was built without a proper building permit.

Coverage against the forced removal of a structure on the land (other than boundary walls and fences) for violating a zoning law or regulation on the Policy Date.

Coverage against the insured being forced to remove a structure which encroaches onto a neighbor's Land on the Policy Date.

Coverage if someone refuses to perform a contract to purchase or lease the Land, or make a mortgage loan on it because of the encroachment of a structure located on an adjoining property on the Policy Date.

Coverage against the insured not obtaining a building permit due to a violation of a subdivision law on the Policy Date.

Coverage against a neighbor building any structures after the Policy Date, other than boundary walls or fences, which encroach onto the insured Land.

Coverage against loss due to forgery or impersonation after the Policy Date.

Insurance automatically increases by 10% each year to 150% of the Policy amount without addition premium.

Certain covered risks are subject to a Deductible and a Maximum Amount of Liability.

PLEASE PROMPTLY CONTACT YOUR STEWART TITLE SALES  
REPRESENTATIVE TO REQUEST A EXTENDED PROTECTION POLICY.

CERTIFICATE OF TITLE ISSUED BY



# STEWART TITLE<sup>®</sup> INSURANCE COMPANY

707 WESTCHESTER AVENUE  
WHITE PLAINS, NEW YORK 10604  
914-993-9393 • FAX 914-997-1698

Certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy in favor of the proposed insured, covering premises described in Schedule A, in the amounts hereinafter set forth, insuring the fee and/or mortgage and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matter set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

This Certificate shall be null and void (1) if the fees therefor are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.



Countersigned by:

President

Secretary



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## SCHEDULE A – CERTIFICATION

Title No: 06-33086-W  
Effective Date: 4/1/2006

### Proposed Insured:

Purchaser/Borrower: **SFC Sun, LLC, a New York Limited Liability Company**

Mortgagee: **TBD**

### Amount of Insurance:

Fee **\$12,900,000.00**

Mortgage

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

### TITLE VESTED IN:

#### Block 2615, Lots 1, 29:

**Polychrome Corporation** who acquired title by deed from **Charles E. Pearsall & Sons, Inc.** dated 8/31/1964 and recorded 9/4/1964 in Liber 6438 Page 75.

And

**Resin Realty Corporation** who acquired title by deed from **Polychrome Realty Corporation** dated 12/17/1969 and recorded 12/23/1969 in Liber 6902 Page 146.

#### Block 2608, Lots 35, 37:

**Resin Realty Corporation** who acquired title by deed from **Socony-Vacuum Oil Company, Incorporated** dated 12/19/1944 and recorded 12/29/1944 in Liber 4219 Page 88.

#### Block 2608, Lot 29:

**Polychrome Realty Corp.** who acquired title by deed from **Harold T. Garrity** dated 1/4/1973 and recorded 1/5/1973 in Liber 7167 Page 105, and by deed from **Brehm Realty Corp.** dated 11/15/1973 and recorded 11/21/1973 in Liber 7167 Page 105.

**Block 2615, Lot 23:**

**Resin Realty Corporation** who acquired title by deed from **Polychrome Realty Corp.** dated 5/22/1968 and recorded 6/12/1968 in Liber 6785 Page 137.

Premises described herein are known as: **137 Alexander Street**

County:	<b>Westchester</b>
Municipality:	<b>Yonkers</b>
Section:	<b>2</b>
Block:	<b>2615, 2608</b>
Lot:	<b>1,23,29,35,37</b>



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## SCHEDULE A – DESCRIPTION

Title No: 06-33086-W

### PARCEL A (BLOCK 2615, LOTS 1, 29)

#### Parcel I

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, and more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the center line of Ashburton Avenue, if extended, with the westerly line of Alexander Street;

THENCE northerly along the westerly side of Alexander Street, 125.00 feet, more or less to lands now or formerly of George J. Roberts;

THENCE westerly parallel with the said center line of Ashburton Avenue, if extended, extended 660.00 feet 2 inches, more or less, to the Exterior Pier Line, as fixed by the Municipal Authorities of the City of Yonkers under the Charter of said City;

THENCE southerly along said Exterior Pier Line, 125.00 feet, more or less, to the said center line of Ashburton Avenue extended;

THENCE easterly along said center line of Ashburton Avenue, if extended, extended 659.00 feet 8 inches, more or less, to the corner formed by the intersection of the center line of Ashburton Avenue extended with the westerly line of Alexander Street, the point or place of BEGINNING.

Excepting therefrom so much of the premises that was conveyed by Polychrome Corporation to Resin Realty Corporation by deed dated 12/17/1969 and recorded 12/23/1969 in Liber 6902 Page 146.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

**Stewart Title  
Insurance Company**

**Parcel II**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Alexander Street where the same is intersected by the southerly boundary line of land conveyed by Polychrome Realty Corporation to Resin Realty Corporation by deed dated 5/22/1968 and recorded in the Westchester County Clerk's Office, Division of Land Records, on 6/12/1968 in Liber 6785 of conveyances at Page 137;

RUNNING THENCE along the last mentioned boundary line North 81 degrees 27 minutes 00 seconds West 255.00 feet to an angle point;

RUNNING THENCE through land conveyed by Charles E. Pearsall & Son, Inc., to Polychrome Corporation by deed dated 8/3/1964 and recorded in said County Clerk's Office on 9/4/1964 in Liber 6438 of conveyances at Page 75, the following two (2) courses and distances:

South 8 degrees 32 minutes 40 seconds West 2.54 feet to an angle point; and

South 81 degrees 27 minutes 20 seconds East 255.00 feet to a point on the westerly side of Alexander Street which point is distant northerly as measured along the same 122.46 feet from a point where said westerly side of Alexander Street would be intersected by the prolongation westerly of the center line of Ashburton Avenue;

RUNNING THENCE along the westerly side of Alexander Street North 8 degrees 32 minutes 40 seconds East 2.54 feet to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

# Stewart Title Insurance Company

## PARCEL B (BLOCK 2608, LOTS 35 AND 37)

ALL those certain seven (7) pieces or parcels of land, together with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, more particularly bounded and described as follows:

### Parcel 1

BEGINNING at the corner formed by the intersection of the southerly side of Ashburton Avenue with the prolongation southerly of the easterly side of Alexander Street; and

RUNNING THENCE easterly along the said southerly side of Ashburton Avenue 66.00 feet more or less to land formerly owned by Mary F. Devitt;

THENCE southerly at right angles to Ashburton Avenue and along said land formerly owned by Mary F. Devitt, 125.00 feet more or less;

THENCE westerly and parallel with Ashburton Avenue 66.00 feet more or less to the said easterly side of Alexander Street; and

THENCE northerly and along said easterly side of Alexander Street 125.00 feet more or less to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.



**Stewart Title  
Insurance Company**

**Parcel II**

BEGINNING at a point on the southerly side of Ashburton Avenue distant 115.00 feet and 10  $\frac{3}{4}$  inches, more or less, easterly from the point formed by the intersection of the prolongation southerly of the easterly side of Alexander Street with the southerly side of Ashburton Avenue;

RUNNING THENCE southerly at right angles to Ashburton Avenue 125.00 feet, more or less;

THENCE westerly and parallel with Ashburton Avenue 50.00 feet more or less;

THENCE northerly and parallel with the first described boundary line 125.00 feet, more or less, to the southerly side of Ashburton Avenue; and

THENCE easterly along the said southerly side of Ashburton Avenue 50.00 feet more or less to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

**Stewart Title  
Insurance Company**

**Parcel III**

BEGINNING at a point on the southerly side of Ashburton Avenue distant 215.00 feet and 10 ¼ inches, more or less, easterly from the point formed by the intersection of the prolongation southerly of the easterly side of Alexander Street with the southerly side of Ashburton Avenue;

RUNNING THENCE southerly at right angles to Ashburton Avenue 125.00 feet, more or less;

THENCE westerly and parallel with Ashburton Avenue 100.00 feet, more or less;

THENCE northerly and parallel with the first described boundary line 125.00 feet, more or less, to Ashburton Avenue;

THENCE easterly along the said southerly line of Ashburton Avenue 100.00 feet, more or less, to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

# Stewart Title Insurance Company

## Parcel IV

BEGINNING at a point on the southerly side of Ashburton Avenue at the northeasterly corner of Parcel III hereinabove described; and

RUNNING THENCE southerly along said Parcel III 100.00 feet, more or less;

THENCE easterly parallel with Ashburton Avenue, or nearly so, 36.00 feet and 9 inches, more or less, to the westerly line of land formerly owned by Mary H. Archibald;

THENCE northerly and parallel or nearly so to the westerly boundary line of land now or formerly owned by New York Central & Hudson River Railroad Company, and along said other land of Mary H. Archibald, 100.00 feet, more or less, to the southerly side of Ashburton Avenue; and

THENCE westerly along the southerly side of Ashburton Avenue 47.00 feet, more or less, to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

**Stewart Title  
Insurance Company**

**Parcel V**

BEGINNING at a point on the prolongation southerly of the easterly side of Alexander Street distant 125.00 feet, more or less, southerly, measuring along said easterly side of Alexander Street from the southerly side of Ashburton Avenue; and

RUNNING THENCE easterly parallel, or nearly so, with Ashburton Avenue 215.00 feet and 10  $\frac{3}{4}$  inches, more or less, to the Southeast corner of Parcel III hereinabove described;

THENCE northerly along said Parcel III 25.00, more or less, to the southwest corner of Parcel IV hereinabove described;

THENCE easterly along said Parcel IV 36.00 feet and 9 inches, more or less, to land now or formerly of the New York Central & Hudson River Railroad Company;

THENCE southerly along said land now or formerly of the New York Central & Hudson River Railroad Company 45.00 feet and 6 inches, more or less, to land formerly owned by Westchester Trust Company;

THENCE westerly along said land formerly owned by Westchester Trust Company 259.00 feet, more or less, to the said easterly side of Alexander Street;

THENCE northerly along the said easterly side of Alexander Street, 15.00 feet 6 inches, more or less, to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

**Stewart Title  
Insurance Company**

**Parcel VI**

BEGINNING at a point on the northerly line of property formerly owned by Westchester Trust Company where the same is intersected by the prolongation southerly of the easterly line of Alexander Street;

THENCE southerly along said easterly line of Alexander Street 63.00 feet, more or less;

THENCE easterly and parallel with the northerly line of said property formerly owned by Westchester Trust Company 126.00 feet and 6 inches, more or less;

THENCE northerly and parallel with the said easterly line of Alexander Street 63.00 feet, more or less, to the northerly line of land formerly owned by Westchester Trust Company;

THENCE westerly along said northerly line of land formerly owned by Westchester Trust Company 126.00 feet, 6 inches, more or less, to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

# Stewart Title Insurance Company

## Parcel VII

BEGINNING at a point on the prolongation southerly of the easterly side of Alexander Street distant 203.00 feet and 6 inches, more or less, southerly from the point formed by the intersection of the southerly side of Ashburton Avenue with the said easterly side of Alexander Street, and which point of beginning is also at the intersection of the said easterly side of Alexander Street with the southerly boundary line of land formerly owned by Westchester Trust Company; and

RUNNING THENCE easterly along the land formerly owned by Westchester Trust Company 126.00 feet and 6 inches, more or less;

THENCE northerly parallel with Alexander Street and along the easterly boundary line of land formerly owned by Westchester Trust Company 63.00 feet, more or less, to the southerly line of land formerly owned by First National Bank of Yonkers;

THENCE easterly along the southerly line of said land formerly owned by First National Bank of Yonkers 139.00 feet and 9 inches, more or less, to the westerly line of land now or formerly of New York Central & Hudson River Railroad Company;

THENCE southerly along the westerly line of said land now or formerly of New York Central & Hudson River Railroad Company, 85.00 feet and 9 inches, more or less, to land now or formerly owned by William F. Harrigan;

THENCE westerly along said land now or formerly of William F. Harrigan, 255.00 feet, more or less, to the easterly side of Alexander Street;

THENCE northerly along the said easterly side of Alexander Street 19.00 feet and 9 inches, more or less, to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

# Stewart Title Insurance Company

## Parcel II

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, and more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Alexander Street, a public street 50.00 feet wide, distant 305.00 feet 7 inches southerly from the corner formed by the intersection of the southerly side of Ashburton Avenue, a public street 50.00 feet wide, and the said easterly side of Alexander Street;

RUNNING THENCE in an easterly direction on a line having an interior angle of 87 degrees 22 minutes a distance of 242.00 feet 3 inches to the westerly line of land of the New York Central Railroad Company;

RUNNING THENCE in a southerly direction and along the westerly line of land of the New York Central Railroad Company, a distance of 80.00 feet 9 inches;

RUNNING THENCE in a westerly direction on a line parallel to the first mentioned course, a distance of 227.00 feet, to the easterly side of Alexander Street;

RUNNING THENCE in a northerly direction and along the easterly line of Alexander Street, a distance of 80.00 feet 1 inch to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

**Stewart Title  
Insurance Company**

**PARCEL C (BLOCK 2608, LOT 29)**

**Parcel 1**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Alexander Street distant southerly 223.25 feet measured along the southeasterly side of Alexander Street from the corner formed by the intersections of the southerly side of Alexander Street with the southwesterly side of Ashburton Avenue;

RUNNING THENCE, in an easterly direction on a line with an interior angle of 88 degrees 09 minutes 00 seconds with the southeasterly side of Alexander Street, a distance of 254.82 feet to lands now or formerly of the New York Central Railroad-Hudson division;

THENCE, along said lands now or formerly of the New York Central Railroad-Hudson Division in a southerly direction and on a curve to the right with a radius of 2707.48 feet a distance of 86.18 feet to the northerly line of lands conveyed by Edna Schwarzstein to Otto Brehm, Inc. by deed dated 9/1/1949 recorded 9/2/1949 in Liber 4776 Cp. 194;

THENCE along said northerly line of lands of Otto Brehm, Inc. in a westerly direction a distance of 242.25 feet to the southeasterly side of Alexander Street;

THENCE in a northerly direction along the southeasterly side of Alexander Street on a line forming an interior angle of 92 degrees 38 minutes 00 seconds with the last mentioned course, a distance of 82.33 feet to the point and place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.



**Stewart Title  
Insurance Company**

**Parcel II**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, and more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Alexander Street, a public street 50.00 feet wide, distant 305.00 feet 7 inches southerly from the corner formed by the intersection of the southerly side of Ashburton Avenue, a public street 50.00 feet wide, and the said easterly side of Alexander Street;

RUNNING THENCE in an easterly direction on a line having an interior angle of 87 degrees 22 minutes a distance of 242.00 feet 3 inches to the westerly line of land of the New York Central Railroad Company;

RUNNING THENCE in a southerly direction and along the westerly line of land of the New York Central Railroad Company, a distance of 80.00 feet 9 inches;

RUNNING THENCE in a westerly direction on a line parallel to the first mentioned course, a distance of 227.00 feet, to the easterly side of Alexander Street;

RUNNING THENCE in a northerly direction and along the easterly line of Alexander Street, a distance of 80.00 feet 1 inch to the point or place of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

**Stewart Title  
Insurance Company**

**PARCEL D (BLOCK 2615, LOT 23)**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Alexander Street distant as measured along said westerly line of Alexander Street, 125.00 feet northerly from a point where the said westerly side of Alexander Street would be intersected by the prolongation westerly of the center line of Ashburton Avenue;

THENCE running along said westerly side of Alexander Street, North 8 degrees 32 minutes 40 seconds East 176.98 feet to the Northeast corner of premises hereby described;

THENCE running North 81 degrees 27 minutes 20 seconds West 660.00 feet more or less to the approximate location of pier line fixed by City of Yonkers in 1886;

THENCE along same a distance of 176.98 feet more or less to the Southwest corner of premises hereby described and the northerly line of lands now or formerly of Polychrome Corporation;

THENCE running along said northerly line South 81 degrees 27 minutes 20 seconds East 660.00 feet more or less to the point of BEGINNING.

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**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.



White Plains Office  
707 Westchester Ave., Suite 411  
White Plains, NY  
914-993-9393  
914-997-1698 fax  
800-433-4698  
stewart.com  
NYSE: STC

## SCHEDULE B

Title No: 06-33086-W

Hereinafter set forth are additional matters which will appear in the policy as exceptions from coverage, unless disposed of to our satisfaction prior to the closing or delivery of the policy.

### DISPOSITION

1. Rights of tenants or parties in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth in schedule herein.
3. Covenants, conditions, easements, leases, agreements of record as follows:
  - a) Terms and Conditions in Letters Patent recorded in Liber 465 Page 350, Liber 482 Page 61, and Liber 1196 Page 184 (affects Block 2615, Lots 1, 23, 29) (see within).
  - b) Subject to unrecorded written agreements with Hudson Fuel Company and Habershaw Athletic Association recited in Liber 4372 Page 482 (affects Block 2615, Lots 1, 29) (see within).
  - c) Agreement between Polychrome Corporation and City of Yonkers recorded in Liber 6463 Page 89 (affects Block 2615, Lots 1, 29) (see within).
  - d) Terms and Conditions in Letters Patent recorded in Liber 742 Page 47, and Liber 1120 Page 221 (affects Block 2608, Lots 29, 35, 37) (see within).
  - e) Right of Ways recorded in Liber 2559 Page 88, Liber 1916 Page 149, Liber 2494 Page 51, Liber 1751 Page 104, Liber 1736 Page 197, and Liber 1734 Page 327 (affects Block 2608, Lots 35 and 37) (see within).
  - f) Lease between Vangar Realty Corp. and The United States of America recorded 4/15/1957 in Liber 5690 Page 139 (affects Block 2608, Lot 29) (see within).
  - g) Covenant and Restriction in Liber 4776 Page 194 (affects Block 26087, Lot 29) (see within).
4. Mortgage(s): Four (4) as consolidated and held by Seamen's Bank for Savings in the City of New York (see schedule).
5. No title is insured to so much of the premises that lies in the bed of Ashburton Avenue, Alexander Street, or Polychrome Place.
6. Proof is required that record owner(s)/purchaser(s) have been known by no other names for the past ten years. If they have been known by any other names then proof is required that there are no Judgments or Federal Tax Liens against them under those names.

## SCHEDULE B CONTINUED

7. Title is certified as above. Application shows **Sun Chemical Corp.** as record owner(s). This must be explained prior to closing. Additional exceptions may be raised.
8. Proposed Purchaser(s): **SFC Sun, LLC** has been run for Judgments and Liens with the following results: **NONE FOUND OF RECORD.**
9. Record Owner(s): **Polychrome Corporation, Resin Realty Corporation, Polychrome Realty Corp., and Sun Chemical Corp.** have been run for Judgments and Liens with the following results: **NONE FOUND OF RECORD.**
10. **Polychrome Corporation** has been run for Bankruptcy Searches with the following results: **NONE FOUND.**
11. **Sun Chemical Corp.** has been run for Bankruptcy Searches with the following results: **NONE FOUND.**
12. **Resin Realty Corporation** has been run for Bankruptcy Searches with the following results: **NONE FOUND.**
13. **Polychrome Realty Corp.** has been run for Bankruptcy Searches with the following results: **NONE FOUND.**
14. Subject to any state of facts an accurate survey would show.
15. Proof is required that New York State franchise taxes have been paid for **Sun Chemical Corp., Polychrome Corporation, Resin Realty Corporation, and Polychrome Realty Corporation.** (Note: Please advise company if a franchise tax report is required).
16. Proof is required to show that Sun Chemical Corp., a Delaware Corporation, is in good standing in the State of Delaware and is authorized to do business in the State of New York and its license fees have been paid.
17. Deed by grantor must recite that it is made with the unanimous consent of its stockholders or that it was made in the usual course of its business or said corporation must submit a corporate resolution so stating.
18. Proof is required as to the following with regard to **SFC Sun, LLC**, a limited liability company:
  - a) Proof of due formation: Proof of filing of the Articles of Organization with the Secretary of State; and proof of publication of the Articles of Organization (or a notice containing the substance of the articles);
  - b) Articles of Organization and Operating Agreement must be produced and reviewed; additional exceptions may be raised upon review of same;
  - c) Proof is required that there has been no change in the makeup or composition of the organization, and that there have been no amendments made to the Articles of Organization or Operating Agreement;
  - d) Proof is required that the party or parties executing instruments on behalf of the organization have authority to act.
  - e) b. For a LLC filed after June 1, 2006, proof will be required to show filing of a certificate of

## SCHEDULE B CONTINUED

publication and affidavits of publication must be filed with the Department of State within the 120 day period.

19. Riparian rights and easements of others to and over Hudson River, but policy does not insure any riparian rights or easements in favor of the owner of the premises herein.
20. No title is insured to any land lying below the present or any formerly high water line of Hudson River.
21. No title is insured to any portion or part of the premises herein within the lines of Hudson River which is not under solid fill.
22. Except the right of the United States Government to establish harbor, bulkhead or pierhead lines or to change or alter any such existing lines and to remove or compel the removal of fill and improvements thereon (including buildings or other structures) from land now or formerly lying below the high water mark of Hudson River without compensation to the insured.
23. Except the right of the United States Government, the State of New York and the City of Yonkers or any of their departments or agencies to regulate and control the use of the piers, bulkheads, land under water and land adjacent thereto.
24. CITY OF YONKERS MORTGAGE TAX  
Any mortgage recorded which covers property in the City of Yonkers is subject to an additional 1/2% tax, to be paid by the mortgagor.
25. City of Yonkers Transfer Tax is due upon transfer of the premises (1.5% payable by seller).
26. Policy will except water and sewer charges not entered and/or water and sewer charges entered subsequent to date of last actual reading.
27. To facilitate recording in Westchester County, please make all checks for recording fees, transfer and mortgage tax payable to Stewart Title.
28. All parties attending the closing will be required to furnish a picture ID to be copied.
29. All personal checks over \$500.00 must be approved by the Company PRIOR TO CLOSING.
30. Please visit our web site for Company approved forms, affidavits, instruments, useful links and directions to our office at [www.stewartwhiteplains.com](http://www.stewartwhiteplains.com)
31. Pursuant to CPLR Section 8019(B), all instruments presented to the Company for recording must be in a legible format for microfilming or imaging by the County Clerk or City Register. Company reserves the right to charge additional recording fees in the event the Company deems an instrument illegible for recording purposes.
32. The TP-584 (11/04 version) is the **only form that will be accepted.**

The form requires a transferor (individual, estate or trust) to affirm they are a New York State resident. If they are not a New York State resident, and the property is not their principal residence, a form IT-2663(2004) must be filed, along with payment of the estimated NYS Income tax. The company can file same for a fee of \$150.00. Copies of these forms are available on request.

## SCHEDULE B CONTINUED

33. For Information Only: -The mortgage tax in Westchester County has increased an additional  $\frac{1}{4}\%$ , payable by the borrower, for any mortgage **recorded** after March 1, 2004.



White Plains Office  
707 Westchester Ave., Suite 411  
White Plains, NY 10604  
914-993-9393  
914-997-1698 fax  
800-433-4698  
stewart.com  
NYSE: STC

## MORTGAGES

Title No: 06-33086-W

### MORTGAGE (A)

Mortgagor: Resin Realty Corporation  
Mortgagee: Socony-Vacuum Oil Company, Incorporated  
Amount: \$40,000.00  
Dated: 12/27/1944  
Recorded: 12/29/1944  
Liber: 4261  
Page: 487  
Tax Paid: \$200.00

**Affects Block 2608, Lots 35 and 37.**

### ASSIGNMENT OF MORTGAGE

Assignor: Socony-Vacuum Oil Company, Incorporated  
Assignee: Seamen's Bank for Savings in the City of New York  
Dated: 7/21/1954  
Recorded: 8/2/1954  
Liber: 5370  
Page: 263

**Assigns Mortgage A.**

**MORTGAGE (B)**

Mortgagor: Resin Realty Corporation  
Mortgagee: Seamen's Bank for Savings in the City of New York  
Amount: \$59,500.00  
Dated: 7/29/1954  
Recorded: 8/2/1954  
Liber: 5370  
Page: 259  
Tax Paid: \$297.50

**Affects Block 2608, Lots 35 and 37.**

**CONSOLIDATION AND EXTENSION AGREEMENT**

Resin Realty Corporation

WITH

Seamen's Bank for Savings in the City of New York

Dated: 7/29/1954  
Recorded: 8/2/1954  
Liber: 5370  
Page: 245

**Mortgages A and B are consolidated to form a single lien of \$90,000.00.**



**MORTGAGE (C)**

Mortgagor: Resin Realty Corporation  
Mortgagee: Seamen's Bank for Savings in the City of New York  
Amount: \$75,000.00  
Dated: 5/19/1955  
Recorded: 5/26/1955  
Liber: 5492  
Page: 350  
Tax Paid: \$375.00

**Affects Block 2608, Lots 35 and 37.**

**CONSOLIDATION AND EXTENSION AGREEMENT**

Resin Realty Corporation

WITH

Seamen's Bank for Savings in the City of New York

Dated: 9/30/1955  
Recorded: 10/10/1955  
Liber: 5562  
Page: 63

**Mortgages A, B, and C are consolidated to form a single lien of \$161,000.00.**

**MORTGAGE (D)**

Mortgagor: Resin Realty Corporation  
Mortgagee: Seamen's Bank for Savings  
Amount: \$106,805.32  
Dated: 6/10/1959  
Recorded: 6/12/1959  
Liber: 6044  
Page: 252  
Tax Paid: \$534.00

**Affects Block 2608, Lots 35 and 37.**

**CONSOLIDATION AND EXTENSION AGREEMENT**

Resin Realty Corporation

WITH

Seamen's Bank for Savings in the City of New York

Dated: 6/10/1959  
Recorded: 6/12/1959  
Liber: 6044  
Page: 256

**Mortgages A, B, C, and D are consolidated to form a single lien of \$235,000.00.**

TITLE NO. 0513-33086E TX

**ABSTRACTERS' INFORMATION SERVICE, INC.**

1111 MARCUS AVENUE - SUITE MZ214  
LAKE SUCCESS, N.Y. 11042  
PHONE (516) 918-4600 FAX (516) 918-4540

**WESTCHESTER COUNTY TAX SEARCH**

DATE: 9/28/2006

PREMISES: 137 ALEXANDER STREET, YONKERS

CITY OF YONKERS

ACREAGE: 1.02 LOT SIZE: N/A

ASSESSED OWNER: SUN CHEMICAL CORP

ASSESSED VALUE: CITY

30000/226700

TAX CLASSIFICATION: 700

SD: YONKERS SECTION: 2 BLOCK: 2615 LOT: 29

**RETURNS**

SEC: 2 BLOCK: 2615 LOT: 29

2006 COUNTY TAX PERIOD 1/1-12/31  
FULL TAX \$27,715.02 PAID DUE BY 4/10

2006/2007 CITY TAX PERIOD 7/1-6/30  
1 1/3 TAX \$38,269.43 PAID DUE BY 7/24  
2 1/3 TAX \$38,269.41 PAID DUE BY 10/6  
3 1/3 TAX \$38,269.41 OPEN DUE BY 1/8  
NOTE: INCLUDES SUNDRY OF \$69.00

WATER DISTRICT - YONKERS  
ACCOUNT #204106144  
PERIOD ENDING: 08/31/06  
AMOUNT: \$2,813.82 OPEN

ACCOUNT #204106146  
PERIOD ENDING: 08/31/06  
AMOUNT: \$1,660.14 OPEN

ACCOUNT #999920740  
PERIOD ENDING: 06/30/06  
AMOUNT: \$60.00 PAID

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THIS SEARCH IS PREPARED EXCLUSIVELY FOR STEWART TITLE INSURANCE COMPANY on 9/28/2006. 0513-33086E

Title Number : 0513-33086E

**NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING. SUBJECT TO PRIOR WATER/SEWER CHARGES NOT ENTERED AND SUBSEQUENT WATER CHARGES SINCE DATE OF LAST READING.**

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.**

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THIS SEARCH IS PREPARED EXCLUSIVELY FOR STEWART TITLE INSURANCE COMPANY on 9/28/2006. 0513-33086E



TITLE NO. 0513-33086D TX

**ABSTRACTERS' INFORMATION SERVICE, INC.**

1111 MARCUS AVENUE - SUITE MZ214  
LAKE SUCCESS, N.Y. 11042  
PHONE (516) 918-4600 FAX (516) 918-4540

**WESTCHESTER COUNTY TAX SEARCH**

DATE: 9/28/2006

PREMISES: 145 ALEXANDER STREET, YONKERS

CITY OF YONKERS

ACREAGE: 1.56 LOT SIZE: N/A

ASSESSED OWNER: SUN CHEMICAL CORP

ASSESSED VALUE: CITY

50000/127300

TAX CLASSIFICATION: 700

SD: YONKERS SECTION: 2 BLOCK: 2615 LOT: 23

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RETURNS

SEC: 2 BLOCK: 2615 LOT: 23

2006 COUNTY TAX PERIOD 1/1-12/31  
FULL TAX \$15,727.38 PAID DUE BY 4/10

2006/2007 CITY TAX PERIOD 7/1-6/30  
1 1/3 TAX \$21,709.97 PAID DUE BY 7/24  
2 1/3 TAX \$21,709.95 PAID DUE BY 10/6  
3 1/3 TAX \$21,709.95 OPEN DUE BY 1/8  
NOTE: INCLUDES SUNDRY OF \$92.00

WATER DISTRICT - YONKERS  
ACCOUNT #204106152  
PERIOD ENDING: 08/31/06  
AMOUNT: \$34.50 OPEN

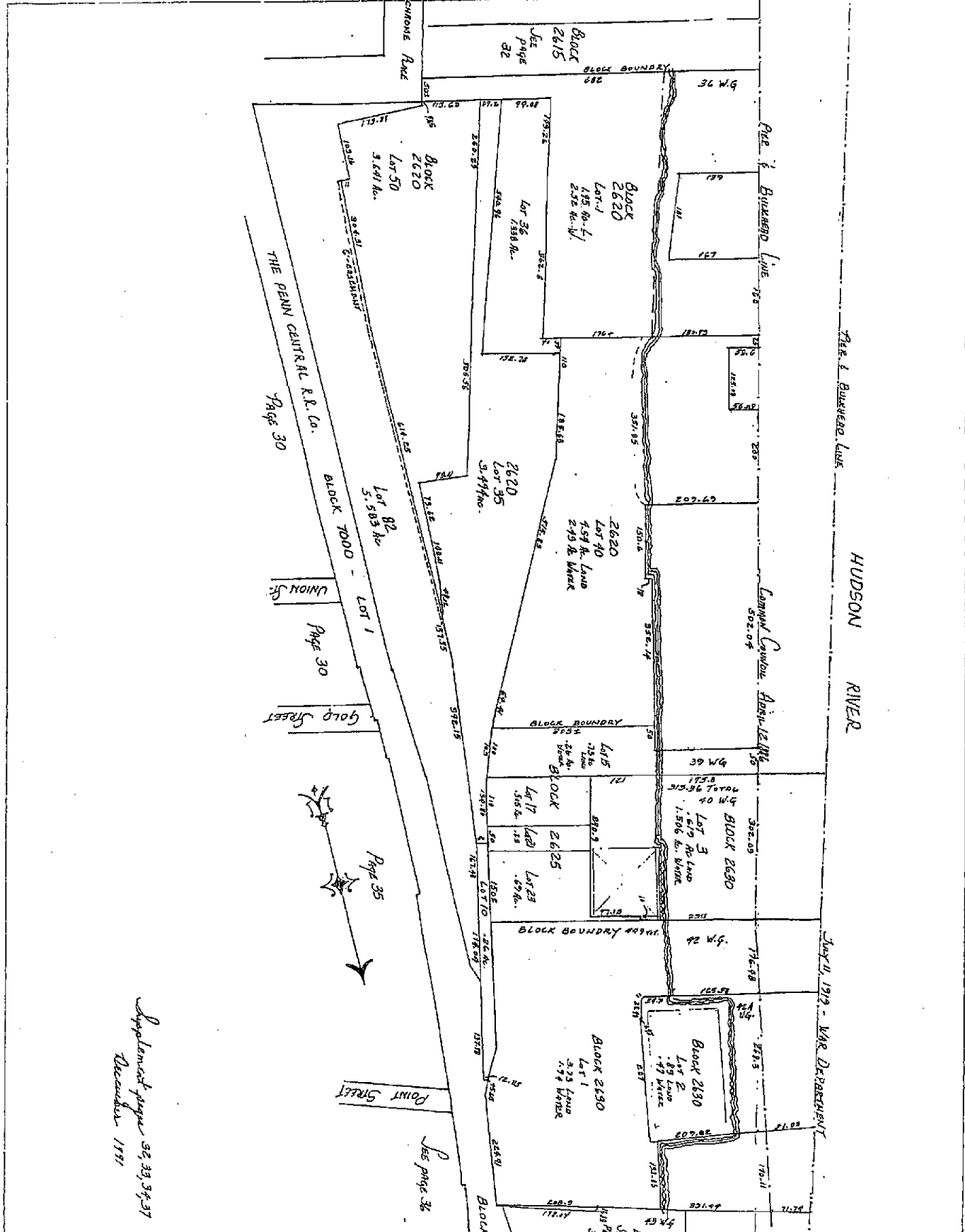
ACCOUNT #999920735  
PERIOD ENDING: 06/30/06  
AMOUNT: \$80.00 PAID

NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING. SUBJECT TO PRIOR WATER/SEWER CHARGES NOT ENTERED AND SUBSEQUENT WATER CHARGES SINCE DATE OF LAST READING.

SUBJECT TO CONTINUATION PRIOR TO CLOSING.

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THIS SEARCH IS PREPARED EXCLUSIVELY FOR STEWART TITLE INSURANCE COMPANY on 9/28/2006. 0513-33086D



Amplified pages 32, 33, 34, 37  
December 1991

TITLE NO. 0513-33086B TX

**ABSTRACTERS' INFORMATION SERVICE, INC.**

1111 MARCUS AVENUE - SUITE MZ214  
LAKE SUCCESS, N.Y. 11042  
PHONE (516) 918-4600 FAX (516) 918-4540

**WESTCHESTER COUNTY TAX SEARCH**

DATE: 9/28/2006

PREMISES: 94 ALEXANDER STREET, YONKERS

CITY OF YONKERS

ACREAGE: 1.32 LOT SIZE: N/A

ASSESSED OWNER: SUN CHEMICAL CORP

ASSESSED VALUE: CITY

33400/97500

TAX CLASSIFICATION: 700

SD: YONKERS SECTION: 2 BLOCK: 2608 LOT: 35, 37

**RETURNS**

**SEC: 2 BLOCK: 2608 LOT: 35, 37**

**2006 COUNTY TAX PERIOD 1/1-12/31  
FULL TAX \$12,133.51 PAID DUE BY 4/10**

**2006/2007 CITY TAX PERIOD 7/1-6/30  
1 1/3 TAX \$16,756.02 PAID DUE BY 7/24  
2 1/3 TAX \$16,756.01 PAID DUE BY 10/6  
3 1/3 TAX \$16,756.01 OPEN DUE BY 1/8  
NOTE: INCLUDES SUNDRY OF \$379.29**

**WATER DISTRICT - YONKERS  
ACCOUNT #204106270  
PERIOD ENDING: 08/31/06  
AMOUNT: \$69.00 OPEN**

**ACCOUNT #204106273  
PERIOD ENDING: 08/31/06  
AMOUNT: \$34.50 OPEN**

**ACCOUNT #204106274  
PERIOD ENDING: 08/31/06  
AMOUNT: \$34.50 OPEN**

**\*SEE PAGE 2 FOR ADDITIONAL WATER INFORMATION\***

**AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.**

**SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THIS SEARCH IS PREPARED EXCLUSIVELY FOR STEWART TITLE INSURANCE COMPANY on 9/28/2006. 0513-33086B**



Title Number : 0513-33086B

ACCOUNT #204106278  
PERIOD ENDING: 08/31/06  
AMOUNT: \$34.50 OPEN

ACCOUNT #204106280  
PERIOD ENDING: 08/31/06  
AMOUNT: \$295.32 OPEN

**NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING. SUBJECT TO PRIOR WATER/SEWER CHARGES NOT ENTERED AND SUBSEQUENT WATER CHARGES SINCE DATE OF LAST READING.**

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.**

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THIS SEARCH IS PREPARED EXCLUSIVELY FOR STEWART TITLE INSURANCE COMPANY on 9/28/2006. 0513-33086B



TITLE NO. 0513-33086A TX

**ABSTRACTERS' INFORMATION SERVICE, INC.**

1111 MARCUS AVENUE - SUITE MZ214  
LAKE SUCCESS, N.Y. 11042  
PHONE (516) 918-4600 FAX (516) 918-4540

**WESTCHESTER COUNTY TAX SEARCH**

DATE: 9/28/2006

PREMISES: 80 ALEXANDER STREET, YONKERS

CITY OF YONKERS

ACREAGE: 0.90 LOT SIZE: N/A

ASSESSED OWNER: SUN CHEMICAL CORP

ASSESSED VALUE: CITY

39200/52000

TAX CLASSIFICATION: 700

SD: YONKERS SECTION: 2 BLOCK: 2608 LOT: 29

**RETURNS**

**SEC: 2 BLOCK: 2608 LOT: 29**

**2006 COUNTY TAX PERIOD 1/1-12/31  
FULL TAX \$6,646.20 PAID DUE BY 4/10**

**2006/2007 CITY TAX PERIOD 7/1-6/30  
1 1/3 TAX \$8,908.20 PAID DUE BY 7/24  
2 1/3 TAX \$8,908.18 PAID DUE BY 10/6  
3 1/3 TAX \$8,908.18 OPEN DUE BY 1/8**

**WATER DISTRICT - YONKERS  
ACCOUNT #204106296  
PERIOD ENDING: 08/31/06  
AMOUNT: \$1,101.24 OPEN**

**ACCOUNT #204106288  
PERIOD ENDING: 08/31/06  
AMOUNT: \$5,072.88 OPEN**

**ACCOUNT #999920728  
PERIOD ENDING: 06/30/06  
AMOUNT: \$60.00 OPEN**

**NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING. SUBJECT TO PRIOR WATER/SEWER CHARGES NOT ENTERED AND SUBSEQUENT WATER CHARGES SINCE DATE OF LAST READING.**

**AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.**

**SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THIS SEARCH IS PREPARED EXCLUSIVELY FOR STEWART TITLE INSURANCE COMPANY on 9/28/2006. 0513-33086A**

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Title Number : 0513-33086A

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.**

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

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TITLE NO. 0513-33086C TX

**ABSTRACTERS' INFORMATION SERVICE, INC.**

1111 MARCUS AVENUE - SUITE MZ214  
LAKE SUCCESS, N.Y. 11042  
PHONE (516) 918-4600 FAX (516) 918-4540

**WESTCHESTER COUNTY TAX SEARCH**

DATE: 9/28/2006

PREMISES: 35 WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 0.87 LOT SIZE: N/A

ASSESSED OWNER: SUN CHEMICAL CORP

ASSESSED VALUE: CITY

9500/9500

TAX CLASSIFICATION: 340

SD: YONKERS SECTION: 2 BLOCK: 2615 LOT: 1

**RETURNS**

**SEC: 2 BLOCK: 2615 LOT: 1**

**2006 COUNTY TAX PERIOD 1/1-12/31  
FULL TAX \$1,145.71 PAID DUE BY 4/10**

**2006/2007 CITY TAX PERIOD 7/1-6/30  
1 1/3 TAX \$1,594.05 PAID DUE BY 7/24  
2 1/3 TAX \$1,594.03 PAID DUE BY 10/6  
3 1/3 TAX \$1,594.03 OPEN DUE BY 1/8**

**WATER - VACANT**

**SUBJECT TO CONTINUATION PRIOR TO CLOSING**

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

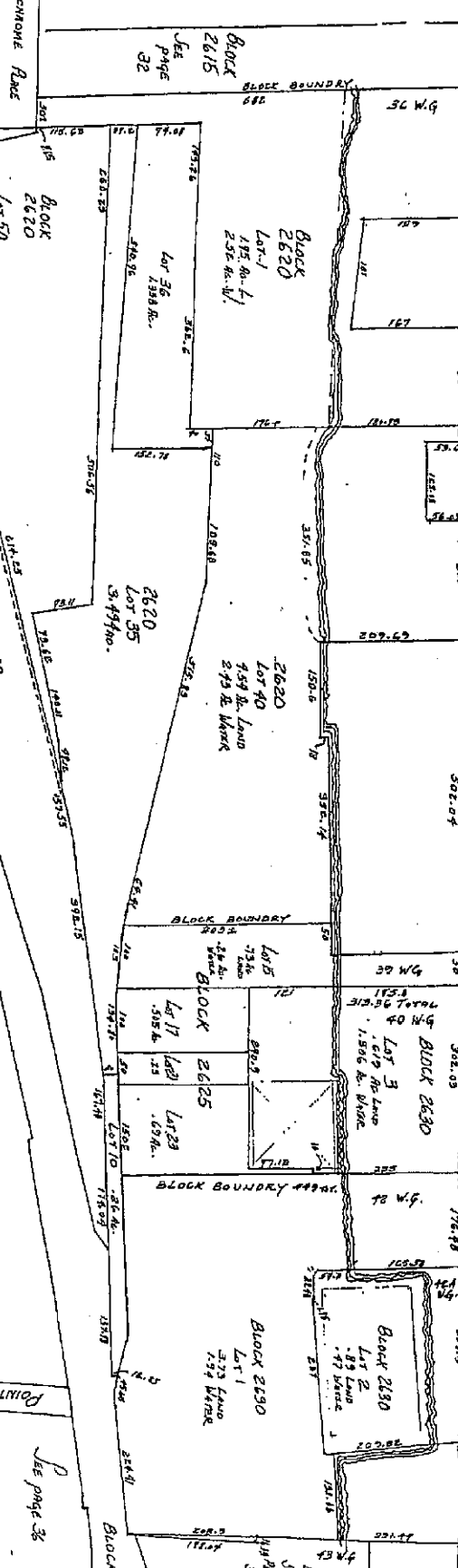
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HUDSON RIVER

Page 1 Boundary Line

Page 2 Boundary Line

Page 3 Boundary Line



THE PENN CENTRAL R.R. Co.

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Page 30

Page 35

See page 32

Supplement pages 32, 33, 34, 37  
December 1991

## SITE ACCESS AGREEMENT

This Site Access Agreement ("**Access Agreement**") is made and entered into this \_\_\_ day of September, 2006, by and between **Sun Chemical Corporation**, a Delaware corporation having an office at 35 Waterview Boulevard, Parsippany, New Jersey 07059 (hereinafter "**Seller**"), and **SFC Sun, LLC**, a New York limited liability company having an office at 115 Stevens Avenue, Valhalla, New York 10595 (hereinafter "**Purchaser**"), with reference to the following facts:

**WHEREAS**, the Purchaser intends to enter into a Contract of Sale ("**Sale Contract**") with the Seller in relation to certain plots, pieces or parcels of land, with the buildings and improvements erected thereon, situated, lying and being in the City of Yonkers, County of Westchester, State of New York, known by the street addresses 137 Alexander Street ("**Premises A**"), 86 Alexander Street ("**Premises B**"), 80 Alexander Street ("**Premises C**") and 2 Ashburton Avenue (being another address designation for Premises B and C) Yonkers, New York and more particularly bounded and described on Schedule A annexed hereto and made a part hereof (Premises A, B and C collectively, the "**Premises**") ; and

**WHEREAS**, the Premises, are owned by the Seller; and

**WHEREAS**, Seller is willing to grant a temporary license to the Purchaser and environmental contractors and/or subcontractors to enter upon the Premises for the purpose of conducting due diligence investigation activities in connection with the proposed purchase and Purchaser's plans to redevelop the Premises, and conducting geophysical and geotechnical investigation activities to plan for the foundation of future building structures ("**Investigation Work**"), and that such Investigation Work may disturb the Premises' foundation materials, parking lots or other surface soil areas; and Purchaser agrees to make available to Seller the results of such Investigation Work in accordance with the provisions of the Sale Contract.

**NOW THEREFORE**, Seller and Purchaser hereby mutually agree as follows:

1. PERMISSION, LOCATION AND GRANT OF ACCESS.

Seller ("**Licensor**") hereby grants Purchaser and its environmental contractors and/or subcontractors ("**Licensee**") a temporary, non-exclusive license ("**License**") to enter upon the Premises solely to conduct Investigation Work, and for no other purpose.

A. The License granted pursuant to this Agreement shall not be construed as granting the Licensee any right, title, or interest of any kind or character in or about the Premises. Licensee agrees to provide Licensor after performing the Investigation Work with copies of final reports and data regarding the performance of the Investigation Work. The License shall terminate in accordance with the terms in Paragraph 6.

B. Licensor, as title holder of the Premises, is authorized to and freely confers this License.

C. The expenditure of any funds for this License are made solely at the



Purchaser's own risk and expense, and shall not, under any circumstance be reimbursable by the Licensor.

D. Licensee shall be responsible for obtaining and/or complying with any required governmental agency approvals, permits, laws or regulations, to the extent any are necessary to implement the Investigation Work, including but not limited to the City of Yonkers, County of Westchester, NYSDEC, NYSDOH, Army Corps of Engineers, U.S. Environmental Protection Agency, OSHA and any other applicable federal, state and/or local agencies ("Government Agencies") in compliance with any applicable federal, state and/or local law, regulations and guidance.

2. ENTRY UPON THE PREMISES.

Upon the signing of this Access Agreement, Licensee shall be permitted to enter the Premises to conduct the Investigation Work. Licensor will cooperate, at no cost to Licensor, with the Licensee, to facilitate the completion of the Investigation Work, provided the Licensee complies with all applicable federal, state and local laws and regulations.

3. PERFORMANCE OF ACTIVITIES.

A. All Investigation Work shall be undertaken at Purchaser's sole cost and expense. Licensor may observe the Investigation Work conducted by Licensee. Licensee shall provide Licensor with 48 hours advanced notice of the Investigation Work. Such notice shall include a detailed description of the scope of the Investigation Work to be performed. Licensee shall properly construct and secure all work areas to prevent harm to Licensor's Tenants and the employees, agents and invitees of Licensor and Licensor's Tenants. Licensee shall keep any equipment used or brought on to the Premises under its absolute and complete control at all times, and said equipment shall be used on the Premises at the sole risk of Licensee. Licensee shall perform all Investigation Work with due care, diligence and in cooperation with Licensor and Licensor's Tenants to avoid accident, damage or harm to person or property and unreasonable delay to or interference with the operations or businesses of Licensor and Licensor's Tenants. Licensee shall be solely responsible for investigating and locating the presence of underground utilities and other underground structures at the Premises in order to avoid damaging them while conducting the Investigation Work. In the event that the Premises, and such underground utilities, structures, improvements and/or other items on or at the Premises are damaged as a result of the Investigation Work, Purchaser shall at its sole cost and expense repair such items to their condition existing prior to such damage and shall indemnify, defend and hold harmless Licensor on the terms provided by Paragraph 5.

B. In conducting any inspections, investigations or tests on or within or any part of the Premises which may include the installation of soil gas and soil borings, groundwater wells and/or test pits, Purchaser and its agents and representatives shall: (1) not unreasonably disturb the tenants or occupants of the Premises or unreasonably interfere with their use of the Premises pursuant to any leases; (2) not unreasonably interfere with the operation and maintenance of the Premises; (3) not damage any part of the Premises or any personal property located in the Premises; (4) not injure or otherwise cause bodily harm to Seller, tenants or occupants of the Premises or any third party or their respective agents, guests, invitees, contractors and employees; (5) comply with all applicable laws; and (6) promptly pay when due

the costs of all tests, investigations and examinations done with regard to the Premises and not permit any liens to attach to the Premises by reason of the exercise of its rights hereunder.

4. PHYSICAL RESTORATION OF THE PREMISES.

Immediately upon completion of the Investigation Work, but not later than five (5) business days thereafter, Licensee shall restore and repair the portions of the Premises utilized or disturbed to the status or conditions which existed prior to the physical disturbance or excavation. Such restoration shall include, without limitation:

- (i) Returning any excavations to the original gradient and condition;
- (ii) Removing all of Licensee's equipment from the Premises;
- (iii) Backfilling with concrete and boreholes drilled through asphalt or concrete;
- (iv) Filling and leveling all ditches, ruts and depressions, if any, caused by the Investigation Work; and
- (v) Removing all debris resulting therefrom.

5. INDEMNIFICATION.

Purchaser and Purchaser's Parent shall INDEMNIFY AND HOLD HARMLESS Seller, its parent company, and the members, managers, officers and directors, principals, employees and agents of each of them from all claims, losses, damages and liability (collectively, "Losses") arising due to any activities of Purchaser or its authorized representatives on the Premises in connection with such Investigation Work, which results in property damage or personal injury as a result of such activities. The foregoing indemnity shall not apply to any Losses that may arise resulting from the existing condition of the Premises, from the gross negligence or willful misconduct of Seller, or consequential damages, lost profits or damage to reputation or the like. The foregoing indemnification obligations shall survive the termination of this Agreement and/or the Contract of Sale or the Closing under the Contract of Sale.

6. INSURANCE.

Purchaser and the Licensees shall maintain in commercial general liability insurance in amounts not less than \$5,000,000 for personal or bodily injury and \$1,000,000 for property damage per occurrence during the term of the License and Purchaser and the Licensees shall cause Seller to be named as an additional insured on each such policy and shall provide Seller with Acord certificates evidencing such insurance prior to the commencement of the Investigation Work.

7. TERMINATION OF AGREEMENT.

Except with respect to Paragraph 5, this Agreement will terminate upon the earlier to occur of (i) the Closing under the Sale Contract or (ii) the termination by either Purchaser or Seller of the Sale Contract. Under no circumstances shall the License granted pursuant to this

Agreement be construed as granting Purchaser any right, title, or interest of any kind or character in or about the Premises or any other land or premises.

8. MISCELLANEOUS PROVISIONS.

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

B. Severability. The provisions hereof shall be deemed to be independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereto.

C. Successors and Assigns. This Agreement shall bind and inure to the benefit of the assigns or the successors of the parties hereto. Purchaser shall not assign this Agreement or any rights hereunder except with Seller's prior written consent and only to a person or entity to which the Sale Contract is concurrently assigned and only as permitted in the Sale Contract.

D. Entire Agreement. This Agreement embodies the entire Agreement between and among Licensor and Licensee, and no prior oral or written representations shall serve to modify or amend this Agreement. This Agreement may be modified only by written agreement signed by all parties.

E. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and of which shall constitute one and the same instrument.

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**Purchaser's Parent Joinder**

The undersigned has executed this Agreement for the purpose of joining in, and agreeing to be obligated under, the provisions of Paragraph 5 of this Agreement.

**Struever Fidelco Cappelli LLC**

By: 

Name: **Marc E. Berson**

Title: **Member**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SFC SUN, LLC ("Purchaser"/ "Licensee")

SUN CHEMICAL CORPORATION  
("Seller"/ "Licensor")

\_\_\_\_\_  
Print  
Name Marc E. Berson/Member

Date 10/30/06

\_\_\_\_\_  
*Melvin M. Cox*

Print  
Name Melvin M. Cox

Date Oct. 27, 2006