DECLARATION of COVENANTS and RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made as of the 15th day of July 2009, by 18-10 LLC, a limited liability company organized and existing under the laws of the State of New York and having an office for the transaction of business at 3-02 26th Avenue Long Island City, NY 11102 (hereinafter referred to as "18-10 LLC").

WHEREAS, Willow Service Station Site is the subject of a Voluntary Cleanup Agreement executed by 18-02 LLC, and R&R General Supply Company, Inc. as part of the New York State Department of Environmental Conservation's (the "Department") Voluntary Cleanup Program, namely that parcel of real property located on 18-02 27th Avenue in Long Island City, the Borough of Queens, County of Queens, State of New York,(hereinafter referred to as the "Property") which is part of lands conveyed by Frederick T. Assante to 18-02 LLC by deed dated 8/22/02 and recorded in Queens County Register's Office on 10/09/02 in Reel 603 of Deeds at page 148, as corrected in a correction deed by Frank T. Assante to 18-02 LLC dated 8/28/02 and recorded in the Queens County Register's Office on 11/29/04 under CRFN No.2004000698667 and being more particularly described in Appendix "A," attached to this declaration and made a part hereof and hereinafter referred to as "the Property"; and,

WHEREAS, 18-02 LLC transferred title to the Property to18-10 LLC by deed dated 9/10/04 and recorded 11/12/04 under CRFN No. 2004000698667; and,

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property and such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, 18-10 LLC for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions, is as shown on a map attached to this declaration as Appendix "B" and made a part hereof, and is fully described and delineated by the metes and bounds description set forth in Appendix "A" attached hereto.

Second, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens,

hereinafter referred to as “the Relevant Agency,” is first obtained, no person shall engage in any activity that will, or that reasonably is anticipated to, prevent or interfere
significantly with any proposed, ongoing or completed program at the Site or that will, or is reasonably foreseeable to, expose the public health or the environment to a significantly increased threat of harm or damage.

Third, unless prior written approval by the Relevant Agency is first obtained, there shall be no construction, use or occupancy of the Property that results in the disturbance or excavation of the Property, which threatens or results in contact with, or exposure to on-Site soils.

Fourth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Relevant Agency.

Fifth, the owner of the Property shall continue in full force and effect any institutional and engineering controls required under the Agreement and maintain such controls and comply with all elements of the Department-approved Site Management Plan, including the continued operation of a soil vapor mitigation system consisting of a sub-slab depressurization system, unless the owner first obtains permission to discontinue such controls from the Relevant Agency.

Sixth, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner, and its successors and assigns, consents to enforcement by the Relevant Agency of the prohibitions and restrictions that Paragraph X of the Agreement requires to be recorded, and hereby covenants not to contest the authority of the Relevant Agency to seek enforcement.

Seventh, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Dated: July 15, 2009

18-10 LLC

By: (signature) Benedetto Filingeri

Benedetto Filingeri,
Managing Member

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

On the 15th day of in the year 2009, before me, the undersigned, personally appeared Benedetto Filingeri, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Managing Member of 18-10 LLC and that by his signature on the instrument executed the instrument.

(signature) Herbert W. Solomon
Notary Public, state of New York
No. 02S09103587
Qualified in Suffolk County
Commission Expires July 31, 2010

Signature and Office of individual
taking acknowledgment

APPENDIX A

Legal Description

OVERALL DESCRIPTION:

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

BEGINNING at a point formed by the intersection of the southwesterly side of 27th Avenue with the easterly side of 18th Street;

RUNNING THENCE southeasterly along the southwesterly side of 27th Avenue at an interior angle of 63 degrees 20 minutes 20 seconds with the easterly side of 18th Street, 159.58 feet (Tax Map), 160.83 feet (Actual) to a point;

THENCE southwesterly on a course forming an exterior angle of 68 degrees 55 minutes 8 seconds with the southwesterly side of 27th Avenue, a distance of 23.7 feet (Tax Map), 23.99 feet (Actual);

THENCE westerly on a course forming an interior angle with the last course of 99 degrees 2 minutes 48 seconds being parallel with Astoria Boulevard, a distance of 11 feet;

THENCE southerly on a course forming an exterior angle with Astoria Boulevard of 90 degrees 34 minutes 00 seconds, a distance of 39.86 feet to the northerly side of Astoria Boulevard;

THENCE westerly along the northerly side of Astoria Boulevard, 108.43 (Deed), 108.47 (Actual);

THENCE northerly on a course forming an interior angle with Astoria Boulevard of 86 degrees 32 minutes 00 seconds, a distance of 60 feet;

THENCE westerly on a course forming an exterior angle of 90 degrees 21 minutes 00 seconds with the last course, a distance of 24.98 feet to the easterly side of 18th Street;

THENCE northerly along the easterly side of 18th Street, a distance of 82.52 feet to the point or place of BEGINNING

APPENDIX "B"

18TH
(WILLOW STREET)
(50' WIDE)
STREET
ASTORIA
BOULEVARD
(80' WIDE)
(MAIN STREET)
27TH
AVENUE
(THANKSGIVING STREET)
(CORTEN STREET)
(60' WIDE)
BUILDING
HIGH ONE STORY W/ BALCONY
FOUR STORY
THREE STORY W/ BALCONY
TWO STORY
BUILDING
PARALLEL WITH ASTORIA BLVD.
60.00'
82.52'
39.86'
23.97'
100.47'
PROFESSIONAL ENGINEER