

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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In the Matter of the  
Implementation of an  
Investigation of the  
**25 Melville Park Road Site**  
by

AGREEMENT

INDEX # W1-0778-96-11

**WHCS Real Estate Limited Partnership**

Volunteer.

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CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law.

2. A. WHCS Real Estate Limited Partnership ("WHCS" or "Volunteer") is a secured lender to Delco Development Company, which is the owner of the real property subject to this Agreement. Said real property is located at 25 Melville Park Road, Melville, Suffolk County, New York (hereinafter referred to as the "Site"). A two story office building is located on the Site. Exhibit "A" to this Agreement is a Site Location Map and Property Description of the Site.

B. Several environmental investigations have been performed at the Site over the last two years. These studies have found that the groundwater at the Site is contaminated with PCE, TCA, TCE and dichloroethene in excess of New York State standards. Volatile Organic Compounds ("VOCs") have also been detected in soil at the Site. All the above are collectively referred to as the "Existing Contamination".

C. Volunteer is a limited partnership and has offices at 600 E. Las Colinas Blvd., Suite 1900, Irving, Texas 75039.

D. Volunteer represents, and for the purposes of this Agreement, the Department relies on those representations, that Volunteer's involvement with the Site and with the facility on that Site is limited to the following: Volunteer is a secured lender to Delco Development Company, the current Site owner. The property is presently in receivership and the Volunteer has not yet taken title to the Site, has not previously owned or operated the Site, and is not otherwise responsible under law to remediate the Existing Contamination. Volunteer intends to foreclose and take title to the Site. It is expressly understood that this Agreement is contingent upon WHCS taking

title to the Site. If at any time after the date of this Agreement WHCS determines that it will not take title to the Site, due to another entity taking title in any foreclosure sale or for any other reason, then this Agreement will be terminated and WHCS will have absolutely no further obligations or liabilities pursuant to this Agreement. The Agreement will terminate automatically upon written notification to the Department by WHCS that it will not take title to the Site.

3. The Department has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

4. A. Volunteer wishes to enter into this Agreement in order to resolve its potential liability as an operator under ECL Article 27, Title 13 based upon Volunteer's investigation of the Site. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteer, desirous of implementing an investigation program acceptable to the Department, consents to the terms and conditions of this Agreement.

5. The Department and Volunteer agree that the goals of this Agreement are, inter alia, for Volunteer to, (i) implement a Department-approved investigation program for the Site ("Investigation Program"); and (ii) reimburse the State's administrative costs as provided in this Agreement.

6. Volunteer agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

**IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S NOT CONSIDERING VOLUNTEER TO BE THE SITE'S OPERATOR UNDER THE CIRCUMSTANCES SET FORTH IN THIS AGREEMENT, VOLUNTEER AGREES TO THE FOLLOWING:**

I. Performance and Reporting of the Investigation Program

A. Volunteer has submitted to the Department an Investigation Program Work Plan (the "Work Plan") for the Site. This Work Plan will be approved concurrent with the execution of this Agreement by the Acting Commissioner or his designee. The Approved Work Plan is attached as Appendix "B" and is incorporated into this Agreement. Within 30 days after the effective date of this Agreement, Volunteer shall commence implementation of the Work Plan.

B. Volunteer shall perform the Investigation Program in accordance with the Work Plan. Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Work Plan or any Department-approved modification to the Work Plan and shall not modify any obligation unless first approved by the Department.

C. During implementation of all investigation activities identified in the Work Plan, Volunteer shall have on-Site a full-time representative who is qualified to supervise the work done.

D. In accordance with the schedule contained in the Work Plan, Volunteer shall submit to the Department a final investigation report. The final investigation report shall:

1. include all data generated and all other information obtained during the investigation;
2. provide all of the assessments and evaluations identified in the Work Plan;
3. identify any additional data that must be collected; and
4. include a certification by the individual or firm with primary responsibility for the day to day performance of the investigation that all activities that comprised the investigation were performed in full accordance with the approved Work Plan.

E. The Department shall not consider Volunteer to be the Site's operator merely for having carried out its obligations under this Agreement to the Department's satisfaction.

## II. Progress Reports

A. Volunteer shall submit to the parties identified in Subparagraph X.A.1 in the numbers specified therein copies of written monthly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous month;
2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous month, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;
3. identify all reports and other deliverables required by this Agreement that were completed and submitted during the previous month;
4. describe all actions, including, but not limited to, data collection and implementation of the Work Plan, that are scheduled for the next month and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteer's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and
6. include any modifications to the Work Plan that Volunteer has proposed to the Department and any that the Department has approved.

B. Volunteer shall submit these progress reports to the Department by the tenth day of every month following the effective date of this Agreement.

C. Volunteer also shall allow the Department to attend, and shall provide the Department at least five days advance notice of any meeting relating to the Work Plan's implementation.

### III. Review of Submittals

A. The Department shall review each of the submittals Volunteer makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteer in writing of its approval or disapproval of the submittal within a reasonable time, but in no event later than 60 days after receipt of any submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

B. 1. If the Department disapproves a submittal, it shall so notify Volunteer in writing and shall specify the reasons for its disapproval within a reasonable time after its receipt of the submittal and may request Volunteer to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan. Within 30 days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

2. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, the Department and the Volunteer may pursue whatever remedies at law or in equity (by declaratory relief) that may be available to them, without prejudice to either's right to contest the same. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

### IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("force majeure event"). Volunteer shall, within five working days of when it obtains

knowledge of any such force majeure event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement.

V. Entry upon Site

Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the Investigation Program for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. Upon request, Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings.

VI. Payment of State Costs

Within thirty days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement. Such State expenses shall not exceed \$37,000 per year. Each such payment shall be made by certified check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management  
Division of Environmental Remediation  
New York State Department of Environmental Conservation  
50 Wolf Road  
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.E of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights with respect to any party other than Volunteer.

B. Nothing contained in this Agreement shall prejudice any rights of the Department to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with this Agreement.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteer fails to comply substantially with this Agreement's terms and conditions.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer and/or any of Volunteer's directors, officers, employees, servants, agents, successors, and assigns.

**IX. Notice of Sale or Conveyance**

A. Within 30 days after the effective date of this Agreement, Volunteer shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "C," with the Suffolk County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement.

B. If Volunteer proposes to convey the whole or any part of Volunteer's ownership interest in the Site, Volunteer shall, not fewer than 60 days before the date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

**X. Communications**

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Robert Becherer, P.E.  
Regional Remediation Waste Engineer  
Division of Environmental Remediation  
New York State Department of Environmental Conservation  
Region 1 Office  
SUNY Campus  
Loop Road, Building 40  
Stony Brook, New York 11790-2356

with copies to:

G. Anders Carlson, Ph.D.  
Director, Bureau of Environmental Exposure Investigation  
New York State Department of Health  
2 University Place  
Albany, New York 12203



John F. Byrne, Esq.  
Senior Attorney  
Division of Environmental Enforcement  
Eastern Field Unit  
New York State Department of Environmental Conservation  
200 White Plains Road  
5th. Floor  
Tarrytown, New York 10591-5805

Robert Stewart  
Project Manager  
Division of Environmental Remediation  
New York State Department of Environmental Conservation  
Region 1 Office  
SUNY Campus  
Loop Road, Building 40  
Stony Brook, New York 11790-2356

Copies of work plans and reports shall be submitted as follows:

Four copies (one unbound) to:

Robert Becherer, P.E.  
Regional Remediation Engineer  
Division of Environmental Remediation  
New York State Department of Environmental Conservation  
Region 1 Office  
SUNY Campus  
Loop Road, Building 40  
Stony Brook, New York 11790-2356

Two copies to:

G. Anders Carlson, Ph.D.  
Director, Bureau of Environmental Exposure Investigation  
New York State Department of Health  
2 University Place  
Albany, New York 12203

One copy to:

John F. Byrne, Esq.  
Senior Attorney  
Division of Environmental Enforcement  
Eastern Field Unit  
New York State Department of Environmental Conservation  
200 White Plains Road  
5th. Floor  
Tarrytown, New York 10591-5805

2. Communication to be made from the Department to Volunteer shall  
be sent to:

Shawn E. O'Hara, Environmental Specialist  
Archon Group L.P./WHCS RELP  
600 E. Las Colinas Blvd.  
Suite 1900  
Irving, Texas 75039

Scott Backer  
Archon Group L.P./WHCS RELP  
1650 Tyson Blvd.  
Suite 1600  
McLean, Virginia 22102

Christopher McKenzie, Esq.  
Beveridge & Diamond, P.C.  
437 Madison Avenue  
40th. Floor  
New York City, New York 10022

David J. Keil  
Camp, Dresser & McKee  
100 Crossways Park West  
Woodbury, New York 11797

B. The Department and Volunteer reserve the right to designate additional or  
different addressees for communication on written notice to the other given in  
accordance with this Paragraph X.

## XI. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. Volunteer also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site.

2. If the Department determines that information Volunteer provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void, and the Department shall reserve all rights that it may have.

B. Volunteer shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteer shall rest solely with Volunteer.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteer, and the Department also shall have the right to take its own samples. The Department shall make available to Volunteer the results of all such samples and/or tests. Volunteer shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteer with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement.

D. Volunteer shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Subject to Subparagraph XI.E.2 of this Agreement, the Volunteer shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform the Volunteer's obligations under this Agreement.

2. In carrying out the activities identified in the Work Plan, the Department may exempt Volunteer from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteer, Volunteer's officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer including, but not limited to, any transfer of assets or real or personal property shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

G. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or Volunteer's contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "days" in this Agreement are to calendar days unless otherwise specified.

I. The section headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

J. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by the Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

Robert Becherer, P.E.  
Regional Remediation Engineer  
Division of Environmental Remediation  
New York State Department of Environmental Conservation  
Region 1 Office  
SUNY Campus  
Loop Road, Building  
Stony Brook, New York 11790-2356

and

John F. Byrne, Esq.  
Senior Attorney  
Division of Environmental Enforcement  
Eastern Field Unit  
New York State Department of Environmental Conservation  
200 White Plains Road  
5th. Floor  
Tarrytown, New York 10591-5805

K. This Agreement is not subject to review under the State Environmental Quality Review Act. 6 NYCRR 617.5(c)(18).

L. In undertaking the work required under this Agreement, Volunteer and its officers, directors, employees, representatives, agents, contractors and subcontractors are deemed for the purpose of ECL 27-1321.3 and any other similar provision of state or federal law, to be performing services related to cleanup or restorative work which is conducted pursuant to a contract with the Department.

M. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs.

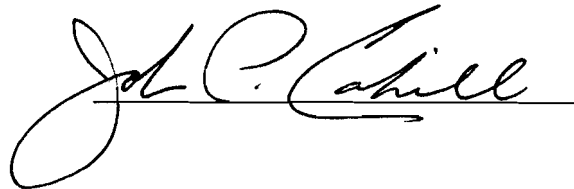
N. Volunteer and Volunteer's employees, servants, agents, lessees, sublessees, successors, and assigns hereby affirmatively waive any right they had, have,

or may have to make a claim against the New York State Environmental Protection and Spill Compensation Fund pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site. This Subparagraph shall in no way limit the rights of Volunteer and Volunteer's employees, servants, agents, lessees, sublessees, successors, and assigns to bring a claim directly against the person who has discharged petroleum pursuant to Article 12 of the Navigation Law.

O. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

DATED:      MAR 28 1997

JOHN P. CAHILL, ACTING COMMISSIONER  
NEW YORK STATE DEPARTMENT  
OF ENVIRONMENTAL CONSERVATION

A handwritten signature in cursive script, reading "John P. Cahill", written over a horizontal line.

CONSENT BY VOLUNTEER

WHCS Real Estate Limited Partnership

Volunteer, a Delaware limited partnership, 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.

By: **WHCS Gen-Par, Inc., a Delaware corporation, General Partner**

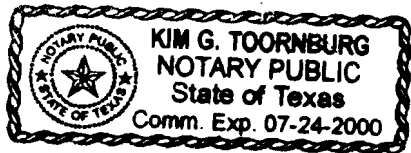
By: *Brian Ainsworth*  
~~Geoff Wood~~ **Brian Ainsworth**

Title: \_\_\_\_\_  
~~Senior~~ **Assistant Vice President**

Date: 3-10-97

STATE OF TEXAS )  
 ) s.s.:  
COUNTY OF Dallas )

On this 10<sup>th</sup> day of March, 1997, before me personally came <sup>*Brian*</sup>~~Geoff~~  
~~Wood~~, to me known, who being duly sworn, did depose and say that he resides in  
~~Ainsworth~~ Dallas, Texas; that he is ~~Assistant~~ <sup>*Senior*</sup> Vice President of  
WHCS Real Estate Limited Partnership the corporation described in and which  
executed the foregoing instrument; and that he signed his name on behalf of  
WHCS Gen-Par, Inc. and was authorized to do so.

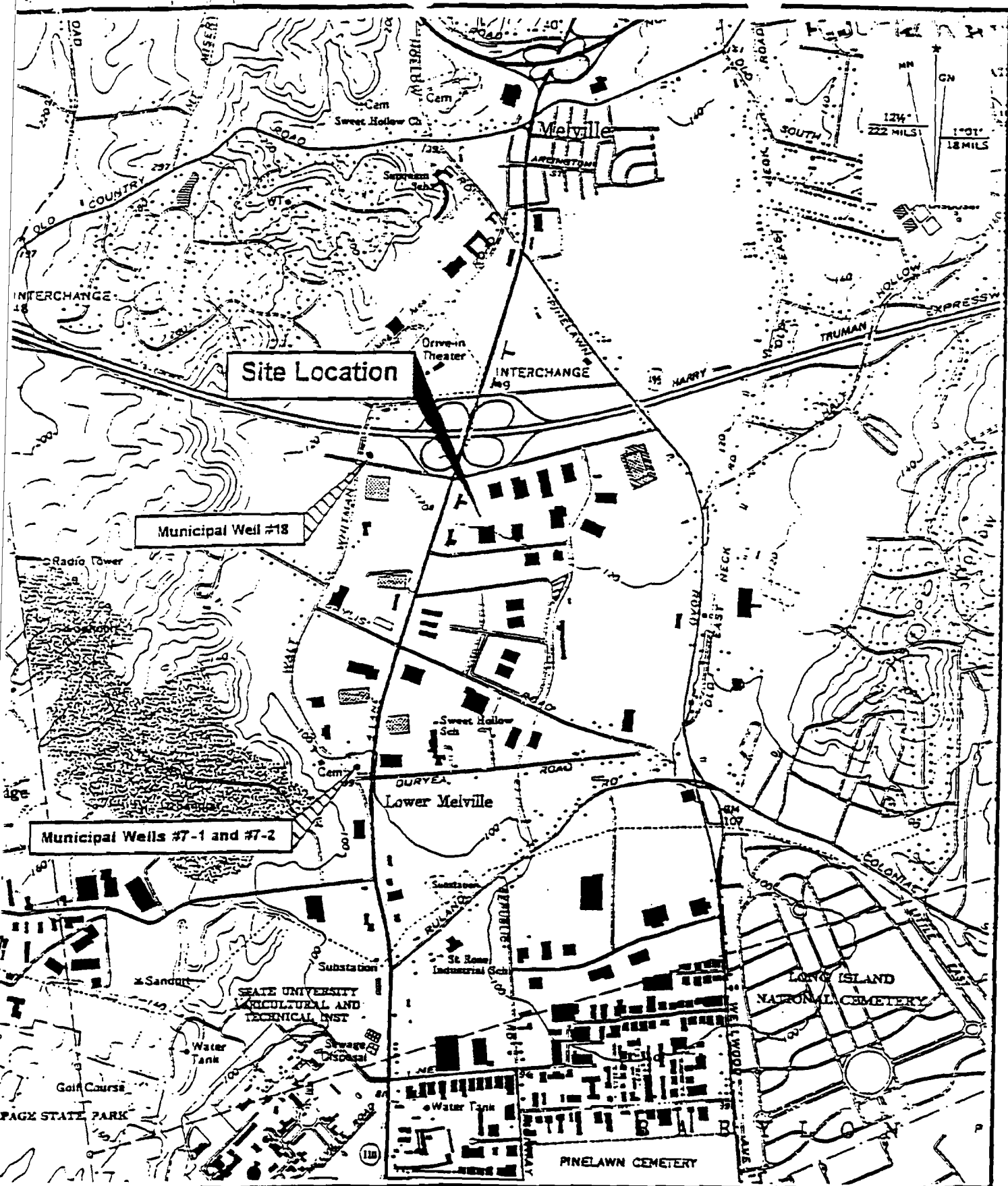


*Kim G. Toornburg*  
Notary Public

**EXHIBIT "A"**

**Map of Site**





**ERI**  
 47 Church Street - East Hartford, Connecticut 06108

25 Melville Park Road  
 Melville, New York  
 Project No: 7150-96

Photorevision Date: 1979  
 Scale - 1:24000  
 Base Map U.S.G.S. Quadrangle 181  
 Huntington, New York



**SITE LOCATION MAP** Figure 1

**EXHIBIT A**

**PROPERTY DESCRIPTION**

All that certain plot, piece or parcel of land, situate, lying and being at Melville, Town of Huntington, County of Suffolk and State of New York, known and designated on a certain map entitled, "Map of Melville Industrial Park, Section No. 4", and filed in the office of the Clerk of Suffolk County on 3/22/66, as Map No. 4596, and by Lot No. 20, more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Melville Park Road distant 571.19 feet easterly measured along the northerly side of Melville Park Road, from the easterly end of the curve connecting the northerly side of Melville Park Road and the easterly side of Broad Hollow Road;

RUNNING THENCE North 6 degrees 29 minutes West, 555.00 feet;

THENCE North 83 degrees 31 minutes East, 265.79 feet;

THENCE South 47 degrees 41 minutes 18 seconds East, 172.14 feet;

THENCE North 76 degrees 40 minutes 26 seconds East, 172.98 feet;

THENCE South 6 degrees 29 minutes East 517.57 feet to the northerly side of Melville Park Road;

THENCE along the northerly side of Melville Park Road South 83 degrees 31 minutes West 483.35 feet to the point or place of BEGINNING;

FOR INFORMATIONAL PURPOSES ONLY:

Premises known as 25 Melville Park Road, Melville, New York.  
Tax Designation: District: 0400, Section: 268, Block: 01, Lot: 04.

**EXHIBIT "B"**

**Department-Approved Work Plan**

**EXHIBIT "C"**

**NOTICE OF AGREEMENT**

**This Notice** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1997 by WHCS Real Estate Limited Partnership ("WHCS"), which intends to take title of a parcel of real property now in receivership that is located at 25 Melville Park Road, Melville, New York, as more particularly described in Appendix "A" attached hereto (the "Property"); and

**WHEREAS**, WHCS, by signature of Geoff Wood, entered into an administrative Agreement with the Department, Index # W1-0778-96-11, (the "Agreement") concerning the investigation of the Property, which Agreement was signed by the Acting Commissioner of the New York State Department of Environmental Conservation or his designee on \_\_\_\_\_, 1997; and

**WHEREAS**, pursuant to the Agreement, WHCS agreed that it would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Suffolk County Clerk,

**NOW, THEREFORE**, WHCS, for itself, its successors and its assigns declares that:

1. Notice of the Agreement is, hereby, given to all parties who may acquire any interest in the Property.

2. This Notice shall terminate upon the filing by WHCS, or its successors and assigns, of a Termination of Notice of Agreement.

**IN WITNESS WHEREOF**, WHCS has executed this Notice of Agreement by its duly authorized representative.

Dated: \_\_\_\_\_, 1997

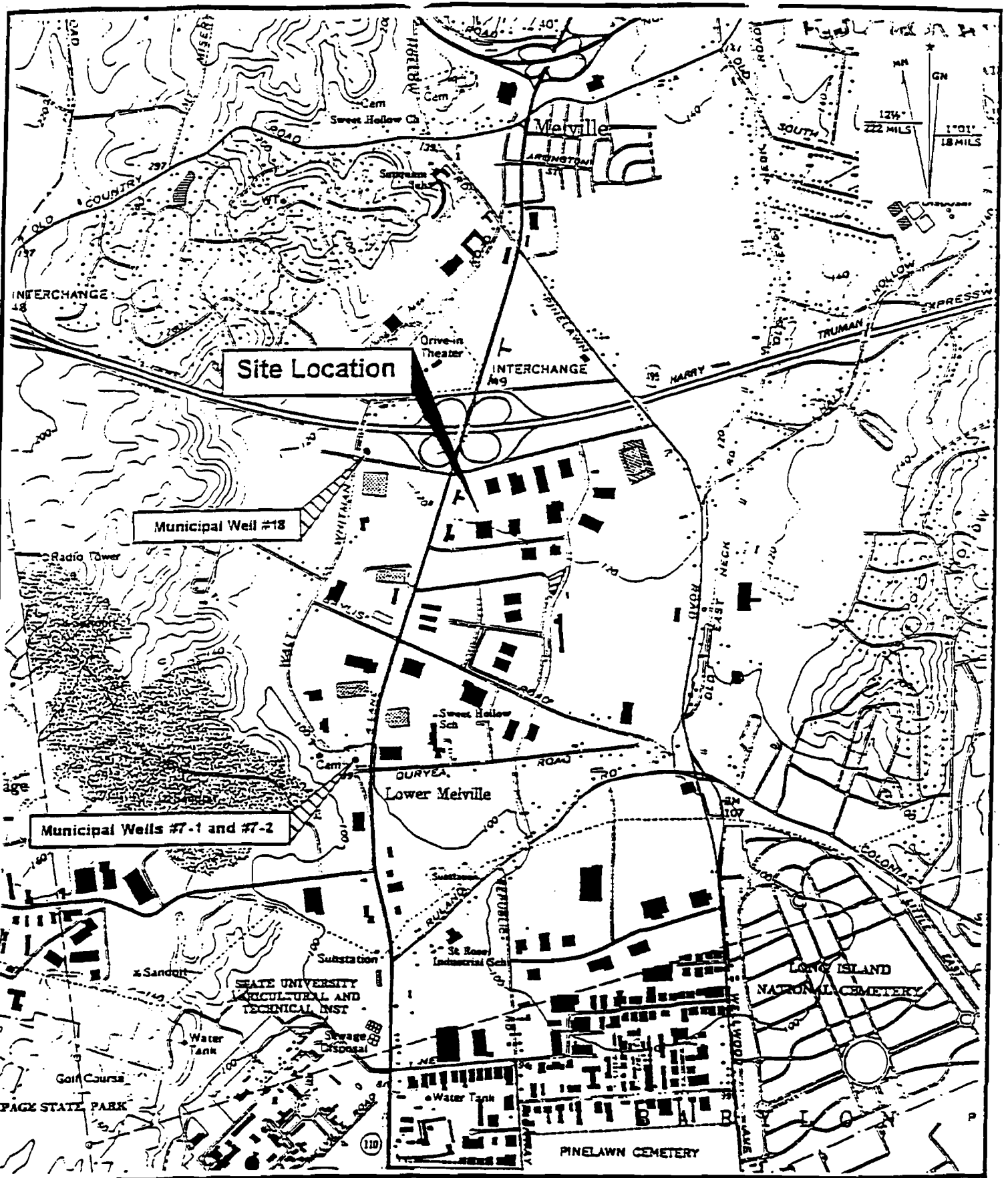
WHCS Real Estate Limited Partnership, a Delaware limited partnership

[acknowledgement]

By: WHCS Gen-Par, Inc., a Delaware Corporation,  
General Partner

\_\_\_\_\_  
Geoff Wood  
Assistant Vice President

**Appendix "A"**  
**(to Exhibit "C")**  
**Map of the Property**



**ERI**  
 87 Church Street - East Hartford, Connecticut 06108

25 Melville Park Road  
 Meville, New York  
 Project No.: 7150-96

Photorevision Date: 1979  
 Scale - 1:24000  
 Base Map U.S.G.S. Quadrangle(s):  
 Huntington, New York



**SITE LOCATION MAP**

Figure  
**1**

EXHIBIT A

PROPERTY DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying and being at Melville, Town of Huntington, County of Suffolk and State of New York, known and designated on a certain map entitled, "Map of Melville Industrial Park, Section No. 4", and filed in the office of the Clerk of Suffolk County on 3/22/66, as Map No. 4596, and by Lot No. 20, more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Melville Park Road distant 571.19 feet easterly measured along the northerly side of Melville Park Road, from the easterly end of the curve connecting the northerly side of Melville Park Road and the easterly side of Broad Hollow Road;

RUNNING THENCE North 6 degrees 29 minutes West, 555.00 feet;

THENCE North 83 degrees 31 minutes East, 265.79 feet;

THENCE South 47 degrees 41 minutes 18 seconds East, 172.14 feet;

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THENCE South 6 degrees 29 minutes East 517.57 feet to the northerly side of Melville Park Road;

THENCE along the northerly side of Melville Park Road South 83 degrees 31 minutes West 488.35 feet to the point or place of BEGINNING;

FOR INFORMATIONAL PURPOSES ONLY:

Premises known as 25 Melville Park Road, Melville, New York.  
Tax Designation: District: 0400, Section: 268, Block: 01, Lot: 04.