

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made on DECEMBER 3, 2010
BETWEEN

ANTHONY J. ELITCHER, residing at 22 St. Marks Avenue, Brooklyn, New York 11217 and KAREN NINA WHITTREDGE, residing at 7 Aberdeen Road, Arlington, MA 02476 as Co-Trustees under the Elitcher Family Trust Agreement dated October 2, 1989.

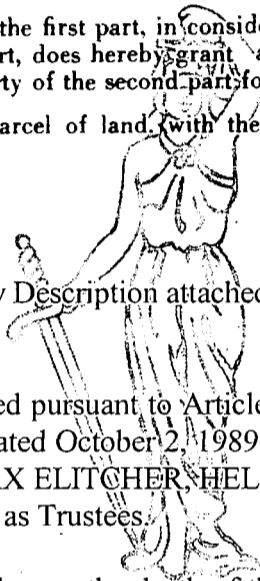
party of the first part, and

ANTHONY J. ELITCHER, residing at 22 St. Marks Avenue, Brooklyn, New York 11217 as to a Forty (40%) percent interest and KAREN NINA WHITTREDGE, residing at 7 Aberdeen Road, Arlington, MA 02476 as to a Sixty (60%) percent interest, as tenants in common.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the



See Property Description attached hereto as Schedule A

The Co-Trustees execute this deed pursuant to Article FIRST, paragraphs (C)(2)(a)&(b) of the Elitcher Family Trust under Agreement dated October 2, 1989 by and between MAX ELITCHER and HELENE ELITCHER as Grantors, and MAX ELITCHER, HELENE ELITCHER, ANTHONY J. ELITCHER and KAREN NINA WHITTREDGE, as Trustees.

Said Trust Agreement terminated upon the death of the surviving Grantor, MAX ELITCHER on April 28, 2010 in New York County, New York. Helene Elitcher died on January 29, 2004 in New York County, New York.

The Last Will and Testament of MAX ELITCHER dated September 15, 1989 (hereinafter "the Will") was admitted to probate by the New York County Surrogate's Court (File No. 2010-2160) on June 28, 2010 and under the Will, MAX ELITCHER did not exercise the limited testamentary power of appointment over the Trust principal as provided to him pursuant to Article FIRST, paragraph (C)(2) of the Trust.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

[Signature]

[Signature]
Anthony J. Elitcher, Co-Trustee

[Signature]
Karen Nina Whittredge, Co-Trustee