

PROJECT APPLICATION

Confidentiality

All information contained in this Application will be treated confidentially to the extent permitted by law (see "Certification" section IV of this Application). Under the New York State Freedom of Information Law, information must be disclosed unless such information contains trade secrets (which, if disclosed, would cause irreparable harm). Please indicate which information provided in this Application constitutes trade secrets with an explanation as to why in a letter accompanying this Application. The letter should be addressed to the New York City Industrial Development Agency.

Are you applying for the:

Bond Program	<input type="checkbox"/>
Small Industry Incentive Program	<input checked="" type="checkbox"/>
Industrial Incentive Program	<input type="checkbox"/>

(SIIP, if annual revenues are less than \$5 million and IIP, if annual revenues are greater than \$5 million)

By what date do you wish to close the proposed project financing? August 2000

I. Applicant Information	
Applicant's Name:	<u>KEW FOREST PLUMBING AND HEATING, INC.</u>
Address:	<u>104-16 METROPOLITAN AVE, FOREST HILLS N.Y. 11375</u>
Phone/Fax Numbers:	<u>(718) 268-6471 FAX (718) 268-6779</u>
IRS Employer ID Number:	<u>[REDACTED]</u>
S.I.C. Code:	<u>235110</u>
NY State Dept. of Labor Number (if applicable)	<u>[REDACTED]</u>

Officer of Applicant completing this application (contact person):

Name: DARREN K. LUNDIN Title: Vice President
 Phone #: (718) 268-6471 Fax #: (718) 268-6779

Applicant's operation: Manufacturing Service Wholesale Other

Brief description of business: COMPANY Fabricates Piping for HEATING UNITS.

To describe what kind of entity Applicant is, please check one of the following:

Public Corp. Private Corp. General Partnership Limited Partnership C Corp. S Corp.
 Limited Liability Company Other (specify) _____

Applicant's State of Incorporation or Registration: NEW YORK
 States in which Applicant is qualified to do business: ALL

Applicant's Attorney: Name: PITARO Phone #: (212) 380-7100 Fax #: (212) 969-0721

Firm and Address: PITARO + PITARO 77-11 164 ST. FLUSHING N.Y. 11366

Applicant's Accountant: Name: HERBERT SAMMET Phone #: (718) 634-7600 Fax #: (718) 674-0599

Firm and Address: 115-10 BEACH CHANNEL DR. ROCKAWAY PARK, N.Y. 11694

II. PROJECT INFORMATION

1. Please briefly describe the proposed project; if machinery and equipment is to be acquired, please list the type:

Company plans to purchase and renovate the property
 known as 70-02 70th Ave + 70th Street to expand the
 operation

2. Please give best estimates for all anticipated costs and proposed sources of financing involved in the project:

Uses of Funds		Sources of Funds	
Land & Building (Acquisition)	<u>350,000</u>	Bonds	_____
New Construction	_____	Loans (Please Identify Sources)	<u>318,000</u> BANK OF N.Y.
Renovations/Building Improvements	<u>100,000</u>	Company funds	<u>182,000</u>
Machinery/Equipment	_____	Officer Equity/Loans	_____
Fees/Other Soft Costs	<u>50,000</u>	Other Sources (Please Identify)	_____
Other (explain)	_____		
Total Project Costs	<u>500,000</u>	Total Project Sources	<u>500,000</u>

Please explain costs, loans and other sources of funding on a separate sheet.

3. Please provide the following information relating to the proposed project site.

Street Address & Borough	Block Lot & Section Number	Square Footage of Land	Square Footage of Building	Currently Owned or Leased	Number of Floors including Basement	Zoning
70-02 70 th Ave + 70 th St.	B/3661	4,800	5,500	-	2	R4-4
Glendale, Queens	lot 266	5ft.				

4. Please provide the following information regarding all present and proposed tenant(s) and sub-tenant(s) at the proposed project site, their percentage of occupancy, and affiliation with the Applicant.

Name Contact & Phone	Affiliation with Applicant	Square Feet & Floors (Percent of Occupancy)	Lease Expiration	Tenant Business
		N/A		

5. Provide street address, borough or town, for premises which you currently own or lease, even if you don't occupy same. Do you plan to terminate/sell/vacate/remain at such premises? With respect to currently leased premises, provide the name and address of the landlord and the expiration date of the lease term. Please provide additional details on an attached sheet.

Property Location	Borough/Town	Own/Lease	Landlord	Lease Expiration	Planned Disposition
104 - 16 METROPOLITAN AVE	Queens	LEASE	-	-	VACATE
FOREST HILLS NY 11375					

6. Is there a relationship, by virtue of common control or through related persons, directly or indirectly, between the Applicant and the present owner of the project site?

YES NO If yes, please provide all details on attached sheet.

FATHER KENNETH LUNDEN
OWNS Building.

7. Will a real estate holding company, limited liability company, or partnership be formed to own the project or premises?

YES NO

If yes, please provide the name and address of same, the kind of entity (corporation, partnership, etc.), and its officers, partners, shareholders, members, and their respective percentage ownership, etc.

III. DUE DILIGENCE

1. List name(s), address(es), and phone and fax numbers of any other entity in which, directly or indirectly, Applicant or any of its shareholders, partners, directors, or officers individually or collectively hold 5% or more of the stock or ownership interest (an "Affiliate"). Please include real estate holding companies if applicable.

Entity Name	Address	Phone/Fax Number	Percent Interest
	NONE		

2. Has Applicant or any of its Affiliates ever received, or is currently receiving, financial assistance or any other kind of discretionary benefit from any governmental entity or agency, including the New York City Industrial Development Agency ?

YES NO If yes, please provide all details on attached sheet.

3. Has the Applicant, or any existing or proposed tenant of the proposed project facility, or any person related to any of the foregoing, received or benefitted from within the past six months, or is contemplating to receive or benefit from within the next six months, tax-exempt financing anywhere within the United States?

YES NO If yes, please provide all details on attached sheet.

4. Has Applicant, or any stockholder, partner, officer or director, or any entity with which any of the foregoing individuals have been associated, ever been adjudicated bankrupt or placed in receivership, or otherwise been the subject of a bankruptcy or similar proceedings (prior or current)?

YES NO If yes, please provide all details on attached sheet.

5. Have any of Applicant's stockholders, partners, officers or directors ever been convicted of any criminal proceedings?

YES NO If yes, please provide all details on attached sheet.

6. Is Applicant, or any stockholder, partner, officer or director of Applicant, a plaintiff or defendant in any civil or criminal proceedings?

YES NO If yes, please provide all details on attached sheet.

7. If you responded yes to the previous two questions, in what litigation is Applicant, or any of the individuals and entities currently involved, either as plaintiffs or as named defendants? Provide all details on attached sheet.

8. Does Applicant have any contingent liabilities? (e.g., pending claims; federal, state or local tax liabilities; judgment liens; other liens, etc.)

YES NO If yes, please provide all details on attached sheet.

9. Has Applicant filed all required tax returns with appropriate governmental jurisdictions entities?

YES NO If no, please provide all details on attached sheet.

Please provide the following information:

10. Company Principals (please attach a brief resume)

Name	Title	Address	Social Security Number	Date of Birth
PAUL LUNDEN	V.P.	12-30 Loubet ST. Forest Hills N.Y. 11375	[REDACTED]	4-13-70
DARRELL K LUNDEN	V.P.	69-16 Harrow ST Forest Hills N.Y. 11375	[REDACTED]	7-10-64

11. Major Customers

Company Name	Address	Phone/Fax	Contact Person	Percent of Sales
	SEE ATTACHED			

12. Major Suppliers

Company Name	Address	Phone/Fax	Contact Person
	SEE ATTACHED		

13. Unions

Union	Address	Phone/Fax	Contact Person	Contract Expiration
	NIA			

14. Banks

Bank Name	Contact Person	Phone/Fax	Type of Account
	SEE ATTACHED		

(718) 268-6471-6759
(718) 268-6779 NIGHT

KENNETH LUNDIN
LICENSED PLUMBER #0257
JOSEPH TOTO
LICENSED PLUMBER #0518

Reu-Forest Plumbing and Heating, Inc.

104-16 METROPOLITAN AVENUE
FOREST HILLS, NEW YORK 11375

MAJOR CUSTOMERS:

GLENDALE LUMBER
LANCE WAGNER
71-21 73 PLACE
GLENDALE, NY 11385
(718) 821-1840 Fax #(718) 821-1265

Y & J CONSTRUCTION
YUHUDA MOR
P.O. BOX 280
VALLEY STREAM NY 11582
(516) 791-7250 Fax #

AUSWIN REALTY
GEORGE/PETER VARIO
71-50 AUSTIN STREET
FOREST HILLS, NY 11375
(718) 268-5115 Fax #(718) 268-9080

RICHTER PROPERTIES
MICHAEL/HARRY RICHTER
66-17 MYRTLE AVENUE
GLENDALE, NY 11385
(718) 261-9888 Fax #(718) 456-6991

(718) 268-6471-6759
(718) 268-6779 NIGHT

KENNETH LUNDIN
LICENSED PLUMBER #0257
JOSEPH TOTO
LICENSED PLUMBER #0518

Reu-Forest Plumbing and Heating, Inc.

104-16 METROPOLITAN AVENUE
FOREST HILLS, NEW YORK 11375

MAJOR SUPPLIERS:

JOSEPH A. HENDEL, INC.
MIKE GANNON
224 ROUTE 109
FARMINGDALE, NY 11735
(631) 293-0700
(631) 293-1055-Fax #

BLACKMAN PLUMBING SUPPLY CO.
DEREK PRICE
120 HICKSVILLE ROAD
BETHPAGE, NY 11714
(516) 579-2000
(516) 579-3513-Fax #

GIL MEYEROWITZ INC.
CHUCK MANZA
70-22 CYPRESS HILLS STREET
GLENDALE, NY 11385
(718) 821-6200
(718) 456-0217-Fax #

THREWAY PLUMBING SUPPLIES
EDDIE FERNANDEZ
32-10 31 AVENUE
ASTORIA, NY 11106
(718) 626-4312
(718) 274-9445-Fax #

(718) 268-6471-6759
(718) 268-6779 NIGHT

KENNETH LUNDIN
LICENSED PLUMBER #0257
JOSEPH TOTO
LICENSED PLUMBER #0518

Keto-Forest Plumbing and Heating, Inc.

104-16 METROPOLITAN AVENUE
FOREST HILLS, NEW YORK 11375

FEDERAL ID:#11-0951020

BANK

BANK OF NEW YORK
LORI STADLER
99-00 METROPOLITAN AVENUE
FOREST HILLS, NY 11375
(718) 793-5900 Fax #(718) 793-2611
ACCT. #0161012427

UI EMPLOYER REGISTRATION #:17-71201 0

(718) 268-6471-6759
(718) 268-6779 NIGHT

KENNETH LUNDIN
LICENSED PLUMBER #0257
JOSEPH TOTO
LICENSED PLUMBER #0518

Keo-Forest Plumbing and Heating, Inc.

104-16 METROPOLITAN AVENUE
FOREST HILLS, NEW YORK 11375

ACCOUNTANT

HERBERT KAMLET, P.C.
CERTIFIED PUBLIC ACCOUNTANT
115-10 BEACH CHANNEL DRIVE
ROCKAWAY PARK, NY 11694
(718) 474-7600
(718) 474-0599 Fax #

INSURANCE

KEEVILY, SPERO & WHITELAW, INC.
550 MAMARONECK AVENUE
HARRISON, NY 10528
KENNETH KAUFMAN
(914) 381-5511
(914) 381-1134 Fax #

COUNSEL

PITARO & PITARO
ATTORNEYS AT LAW
77-11 164 STREET
FLUSHING, NY 11366
(718) 380-7100
(718) 969-0721 Fax #

LIBERTY MUTUAL
444 MERRICK ROAD
LYNBROOK, NY 11563
DEL AVALINO
(516) 593-8200
(516) 596-0847 Fax #

BONDING

U S F & G
ROBERT F. DEL GIORNO
55 NORTHERN BLVD. STE. 306
GREAT NECK, NY 11021
(516) 829-1170

BOSSIO, ROSS & ASSOCIATES
445 NORTHERN BLVD. Suite 12
GREAT NECK, NY 11021
LILLIAN A. BOSSIO
(516) 487-7905
(516) 487-7158 Fax #

(718) 268-6471-6759
(718) 268-6779 NIGHT

KENNETH LUNDIN
LICENSED PLUMBER #0257
JOSEPH TOTO
LICENSED PLUMBER #0518

Kew-Forest Plumbing and Heating, Inc.

104-16 METROPOLITAN AVENUE
FOREST HILLS, NEW YORK 11375

SECONDARY MANAGEMENT

Name Paul Lundin

Home Address 72-30 Loubet Street, Forest Hills, NY 11375

Birth Date 4/13/70 Social Security # 0 [REDACTED]

Last Address _____

FROM _____ TO _____

Home Telephone # (718) 268-2072

Education

Place ARCHBISHOP MOLLOY

Dates 1989-1993 H.S.

Work Experience Up to Present:

KFW FOREST PLUMBING

(718) 268-6471-6759
(718) 268-6779 NIGHT

KENNETH LUNDIN
LICENSED PLUMBER #0257
JOSEPH TOTO
LICENSED PLUMBER #0518

Kew-Forest Plumbing and Heating, Inc.

104-16 METROPOLITAN AVENUE
FOREST HILLS, NEW YORK 11375

PRINCIPAL OF COMPANY

Name Darren K. Lundin

Home Address 69-16 Harrow Street, Forest Hills, NY 11375

Birth Date 7/10/66 Social Security # [REDACTED]

Last Address _____

FROM _____ TO _____

Home Telephone # (718) 793-9757

Education

Place NEW YORK INSTITUTE OF TECH

Dates 1989-1993 BS.

Work Experience Up to Present:

Kew Forest Plumbing

IV. CERTIFICATION

Kew Forest Plumbing

I, the undersigned, request on behalf of AND HEATING, INC. ("Applicant") that this Application, including financial data and any tax returns submitted herewith, be submitted for review by the Board of Directors of the New York City Industrial Development Agency ("IDA"). I hereby certify that the information contained herein and in the attachments hereto, are, to the best of my knowledge and belief, accurate, true and correct. I understand that any intentional misstatements or misleading information contained herein, or the omission of relevant information, could be cause for rescission of IDA approval and IDA benefits. Further, I fully understand and accept the fees associated with the IDA program, including but not limited to the IDA Closing Fee; I fully understand and accept the benefit package I am to receive under the IDA program; and I acknowledge receipt from the IDA of a memorandum explaining legal, insurance and various real estate related requirements, all of which will be necessary for the contemplated project.

On behalf of Applicant, I hereby acknowledge and agree that Applicant shall be, and is responsible for, and shall promptly pay all costs incurred by the IDA, in connection with document negotiations, closing and, where applicable, bond issuance and sale, whether or not closing occurs and whether or not bond issuance and sale occur in applicable instances. The aforesaid costs, and Applicant's obligation hereunder to pay for same, shall include, but not be limited to, attorney's fees. Applicant's obligations hereunder are absolute and shall in no event be contingent upon closing.

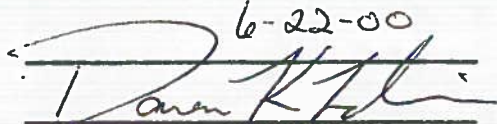
On behalf of myself, all other principals of Applicant, and Applicant, I hereby authorize the IDA and the New York City Department of Investigation (DOI) to initiate their background clearance procedure with respect to myself, all other principals of Applicant, and Applicant. I, all other principals of Applicant, and Applicant agree to give the DOI permission to secure all necessary personal data from all relevant sources, public and private, and I, all other principals of Applicant, and Applicant further agree to cooperate in all phases of the DOI background and clearance procedure. I, all other principals of Applicant, and the Applicant agree to hold the IDA and the City of New York harmless with respect to any claims for injury, damage, loss or expense which may arise should the above mentioned background clearance procedure not be completed satisfactorily.

On behalf of Applicant and its existing and future affiliates, I authorize any private or governmental entity, including but not limited to The New York State Department of Labor ("DOL"), to release to the IDA and/or to the New York City Economic Development Corporation ("EDC"), and/or to the successors and assigns of either (collectively, the "Information Recipients"), any and all employment information under its control and pertinent to Applicant and its existing and future affiliates and the employees of same. In addition, upon the IDA's request, Applicant shall provide to the IDA any employment information in Applicant's possession or in the possession of any of Applicant's existing and future affiliates, which is pertinent to Applicant and Applicant's existing and future affiliates and the employees of same. Information released or provided to Information Recipients by the DOL, or by any other governmental entity, or by any private entity, or by Applicant itself (collectively, "Employment Information"), may be disclosed by the Information Recipients in connection with the administration of the programs of the IDA, and/or EDC, and/or the successors and assigns of either, and/or the City of New York, and/or as may be necessary to comply with law; and, without limiting the foregoing, the Employment Information may be included in (x) reports prepared by the Information Recipients pursuant to New York City Local Law 69 of 1993, (y) other reports required of the IDA, and (z) any other reports required by law. If the IDA approves this Application and the IDA Board of Directors approves the financing project which is the subject of this Application, this authorization shall remain in effect through the term of the financial assistance documents which the Applicant and the IDA will enter into at closing. If the IDA does not approve this Application, and/or the IDA Board of Directors does not approve the project which is the subject of this Application, this authorization shall remain in effect through the earlier to occur of the aforesaid decisions not to approve.

I, all other principals of Applicant, and Applicant, understand that the IDA may be requested to disclose the information contained in this Application and the attachments hereto, under applicable disclosure laws, or at the request of investigative law enforcement or other governmental bodies. On behalf of myself, all other principals of Applicant, and Applicant, I authorize the IDA to disclose any such information, under such law or where so requested, and I, all other principals of Applicant and the Applicant release the IDA from any liability to the Applicant, all other principals, and/or myself for such disclosure. I also authorize the IDA at its discretion to transmit this Application, including any financial data or tax returns submitted herewith, to the IDA's financial advisors.

On behalf of Applicant, I acknowledge and agree that the IDA reserves the right to require Applicant to submit at Applicant's sole expense, such other documentation as the IDA may require in addition to the documentation required hereunder, and that all such documentation, whether requested hereunder or hereafter, shall be provided at Applicant's sole cost and expenses, and shall be in form and substance satisfactory to the IDA.

Approval of this Application may only be granted by the IDA's Board of Directors through the Board's adoption of an inducement or authorizing resolution for the project described in this Application. Additionally, it is understood and agreed that the \$2,500 Application fee accompanying this Application is non-refundable, regardless of whether or not this Application is so approved. Applicant acknowledges and accepts that: the \$2,500 Application fee will accrue toward payment of the IDA Closing Fee should closing occur; and if and when the IDA's Board of Directors approves this Application, the Agency may additionally require Applicant to pay at such time an amount equal to 1/10 of a percent of the bond/project amount (as applicable), which payment shall also accrue toward payment of the IDA Closing Fee should closing occur.

Date: 6-22-00
Certification By: 
Signature of Chief Executive Officer

DARREN K. LUNDIN
Printed Name

Attested By: 
Chief Financial Officer/Secretary

PAUL LUNDIN
Printed Name

RETAIL QUESTIONNAIRE

- A. Will any portion of the Project consist of facilities or property that are or will be primarily used in making retail sales of goods to customers who personally visit the Project? YES ____; NO X.
- B. If the answer to question A is yes, will the applicant or any other project occupant be a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the "retail sale of tangible personal property" (as defined in Section 1101(b)(4)(i) of the Tax Law)? YES ____; NO X.
- C. Will any portion of the Project consist of facilities or property that are or will be primarily used in making retail sales of services to customers who personally visit the Project? YES ____; NO X.
- D. If the answer to question A or question C is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? N/A %.
- E. If the answer to question A or question C is yes, and the answer to question D is more than 33.33%, indicate whether any of the following apply to the Project:
- (1) Will the Project be operated by a not-for-profit corporation? YES ____; NO X.
 - (2) Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? YES ____; NO X.
 - (3) Would the project occupant, but for the contemplated financial assistance from the IDA, locate the related jobs outside the State of New York? YES ____; NO X.
 - (4) Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? YES ____; NO X.
 - (5) Will the Project be located in one of the following: (a) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (b) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (i) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (ii) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? YES ____; NO X.

- F. If the answers to any of subdivisions (3) through (5) of question E is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? YES _____; NO . If yes, please furnish details in a separate attachment.
- G. If the answer to any of subdivisions (1) through (3) of question E is yes, please furnish details in a separate attachment.

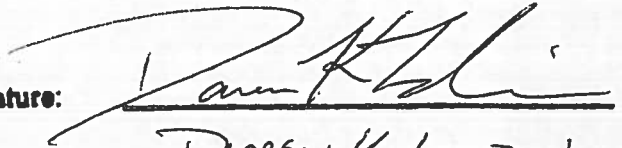
N/A

Signature: _____

Name: _____

Title: _____

Date: _____


DARREN K. LORDIN
VICE PRES
6-22-00

ANTI-RAIDING QUESTIONNAIRE

PLEASE NOTE: for purposes of this Questionnaire, "project" means the proposed expenditures and activities, and the proposed plant and facilities, in connection with all of which Applicant is applying to the New York City Industrial Development Agency for financial assistance.

- A.** Will the completion of the project result in the removal of a plant or facility of Applicant, or of a proposed occupant of the project, from an area in New York State (but outside of New York City) to an area within New York City?

YES: _____ NO: X

If the answer to "A" Is "Yes", provide the following information:

Address of the to-be-removed plant or facility: _____

Names of all current occupants of the to-be-removed plant or facility: _____
_____ N/A _____

- B.** Will the completion of the project result in the abandonment of one or more plants or facilities of the Applicant, or of any proposed occupant of the project, located in an area of New York State other than New York City?

YES: _____ NO: X

If the answer to "B" Is "YES", please provide the following information:

Addresses of the to-be-abandoned plants or facilities: N/A _____

Names of all current occupants of the to-be-abandoned plants or facilities: _____
_____ N/A _____

- C.** Will the completion of the project in any way cause the removal and/or abandonment of plant and facilities any where in New York State (but outside of New York City)?

YES: _____ NO: X

ANTI-RAIDING QUESTIONNAIRE . .

If the answer to "C" is "YES", provide all information relevant to such future removal and/or abandonment. _____

N/A

IF THE ANSWER TO EITHER "A", "B" OR "C" IS "YES", PLEASE CONTINUE AND ANSWER "D" AND "E".

N/A

D. Is the project reasonably necessary to preserve the competitive position of the Applicant, or of any proposed occupant of the project, in its industry?

YES: _____ NO: X

E. Is the project reasonably necessary to discourage the Applicant, or any proposed occupant of the project, from removing such plant or facility to a location outside New York State?

YES: _____ NO: X

IF THE ANSWER TO "D" AND/OR "E" IS "YES" PLEASE PROVIDE ON A SEPARATE SHEET OF PAPER A DETAILED STATEMENT EXPLAINING SAME.

THE UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto, are true and correct.

Signature: _____

Name: _____

Title: _____

Date: _____

Darwin K. Lordin

DARREN K. LORDIN

VICE PRES

6-22-00

EMPLOYMENT QUESTIONNAIRE

The New York City Industrial Development Agency requires all Applicants to fill out this Employment Questionnaire. As used in this Questionnaire, "Company" means the Applicant; "Project Location" means project location which Applicant has identified in its Application; and "Tenant" means any person or entity whom or to which Applicant intends to lease part or all of the Project Location. If Applicant is a real estate holding company, which is an affiliate of an operating company, and Applicant intends to lease the Project Location to such operating company, then, the Applicant and the operating company must fill out separate copies of this Questionnaire.

Employment Questionnaire

Name and Address of Company:

KEW FOREST PLUMBING AND HEATING, INC.
104-16 METROPOLITAN AVE
FOREST HILLS N.Y. 11375

Tax I.D. Number: 11-0951070 D.O.L. Registration Number: 17-712010

Telephone Number: (718) 268-6471

Contact Person: DARREN K LUNDIN

Project Location: 70-02 70th St + 70th Ave GARDEN CITY, QUEENS, N.Y.

Do you expect to conduct business at other locations in New York State? Yes No

Expected Construction Completion Date (where applicable): —

Known Tenant(s): Same

Contact Person(s): Same

Telephone #: Same

D.O.L. Registration # of your Tenant(s): Same

Complete the following information for the Project Location only. Do not include any subcontractors/subconsultants; include only employees and owners/principals on your payroll and on the payroll of your Tenants at the Project Location.

No. of jobs to be retained by the Company: 26 by your Tenant(s): —

Projected Employment for the Company on an Annual basis:

1st.	2nd.	3rd.	4th.	5th.	6th.	7th. years
<u>29 app</u>	<u>39 app</u>	<u>40 app</u>	<u>41 app</u>	<u>42 app</u>	<u>43 app</u>	<u>44 app</u>

Projected Employment for your Tenant(s) on an Annual basis:

1st.	2nd.	3rd.	4th.	5th.	6th.	7th. years
<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

Total projected number of new jobs to be created over the next 7 years by the Company and your Tenant(s).

Company 18 Tenant(s) —

ich

EMPLOYMENT QUESTIONNAIRE...

I authorize any private or governmental entity, including but not limited to the New York State Department of Labor ("DOL"), to release to the New York City Industrial Development Agency (the "Agency") and/or to the New York City Economic Development Corporation ("EDC"), and/or to the successors and assigns of either (collectively, the "Information Recipients"), any and all employment information under DOL's control, which is pertinent to the Company and the Company's employees. In addition, upon the Agency's request, the Company shall provide to the Agency any employment information in the Company's possession which is pertinent to the Company and the Company's employees. Information released or provided to Information Recipients by DOL, or by any other governmental entity, or by any private entity, or by the Company itself, or any information previously released as provided by all or any of the foregoing parties (collectively, "Employment Information"), may be disclosed by the Information Recipients in connection with the administration of the programs of the Agency, and/or EDC, and/or the successors and assigns of either, and/or the City of New York, and/or as may be necessary to comply with law; and without limiting the foregoing, the Employment Information may be included in (x) reports prepared by the Information Recipients pursuant to New York City Local Law 69 of 1993, (y) other reports required of the Agency, and (z) any other reports required by law. This authorization shall remain in effect throughout the term of this Lease.

Name of Company: NEW FOREST Plumbing and HEATING, Inc.

John K. [Signature]

Signature of Principal/Owner/Chief Financial Officer

0-22-00

Date

Attach to this Questionnaire (1) your most recent IA-5 form and (2) completed Employment Questionnaire(s) and IA-5 form(s) from your Tenant(s). Attach additional pages if necessary.

MANUFACTURING DETERMINATION FORM

Please complete the following questions for each facility to be financed. Use additional pages as necessary.

1. Describe the production process which occurs at the facility to be financed.
Fabrication of plumbing components for Heating Units, & Sprinkler systems
2. Allocate the facility to be financed by function (expressed in square footage) (e.g. production line, employee lunchroom, offices, restrooms, storage, warehouse, loading dock, repair shop, parking, research, sales) and location in relation to production (e.g., same building, adjacent land or building, off-site, etc.) Please attach blueprints of the facility to be financed.

Function	Location	Square Footage
Fabrication	1st Floor	4,000 sq ft.
Raw Material Storage	1st Floor	500 sq ft
Lunch room & locker room for Fabricators.	1st Floor	300 sq ft
Office	2nd (Mezz)	Total 4,800

3. Of the space allocated to offices above, identify by function (e.g., executive offices, payroll, production, etc.) and location in relation to production (same building, adjacent land or building, off-site, etc.).

Function	Location	Square Footage
ORDER Review Sales Office Payroll Planning-	MEZZ/ 2nd Floor	700 sq feet
		Total 600 sq ft

4. Of the space allocated to storage or warehousing above, identify the square footage and location of the areas devoted to storage of the following:

	Location	Square Footage
Raw materials used for production of manufactured goods	1st	500
Finished product storage		
Component parts of goods manufactured at the facility		
Purchased component parts		
Other (specify)		
		Total <u>500</u>

5. List raw materials used at the facility to be financed, in the processing of the finished products(s). Steel pipe, copper pipe, plastic PVE piping, fittings

6. List finished product(s) which are produced at the facility to be finished. Sprinkler Systems fittings, Plumbing thread piping.

Signature: Darrell K. Lundin
Name: DARRELL K. LUNDIN
Title: VICE PRES
Date: 6-22-00

**State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM (SUPPLEMENTED)
For UNLISTED ACTIONS Only**

PART I - PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT/SPONSOR <u>Kew Forest Plumbing & Heating, Inc.</u>	2. PROJECT NAME
3. PROJECT LOCATION: Municipality <u>Glendale</u> County <u>Queens</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>70-02 70th Ave and 70th Street</u>	
5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/Alteration	
6. DESCRIBE PROJECT BRIEFLY: <u>Company plans to purchase building and renovate it for the expansion of the company</u>	
7. AMOUNT OF LAND AFFECTED: Initially <u>4700 sq/ft</u> acres Ultimately <u>4700 sq/ft</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly.	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) name and permit/approvals.	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit/approval:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. SUPPLEMENTAL PROJECT DESCRIPTION: A. Is site currently vacant or developed? (If developed, indicate current and previous site uses.) <u>VACANT - Knitting company</u> B. Proposed building square footage for any new construction or expansion. <u>N/A</u> C. Dimensions of any new construction. <u>N/A</u> D. Number of existing and proposed parking spaces. <u>N/A</u> E. Number of employees currently; number of employees upon completion of the project. <u>26 in 7 years 44 app.</u>	

PART 1 - PROJECT INFORMATION (continued)

14. WHAT ARE THE PEAK HOURS FOR VEHICULAR TRIP GENERATION (e.g., 8 A.M. - 9 A.M.)?

to follow

WHAT IS THE MAXIMUM NUMBER OF VEHICULAR TRIPS GENERATED IN EACH OF THE PEAK HOURS (COMBINATION OF EMPLOYEE, BUSINESS/VISITOR TRIPS)?

15. WILL THE PROJECT PRODUCE OPERATING NOISE AUDIBLE OUTSIDE OF (I.E., EXCEEDING) LOCAL AMBIENT NOISE LEVELS?

Yes No

16. IS THE PROJECT LOCATED WITHIN THE NEW YORK CITY DESIGNATED COASTAL ZONE?

Yes No

17. WILL THE PROJECT ROUTINELY PRODUCE ODORS NOTICEABLE OUTSIDE OF ANY PROJECT BUILDINGS FOR MORE THAN ONE HOUR PER DAY?

Yes No

18. WHAT WASTES WILL BE GENERATED BY THE PROJECT? LIST AMOUNTS OF EACH GENERATED ON A DAILY OR MONTHLY BASIS.

to Follow

19. IS THE APPLICANT AWARE OF AND/OR HAVE ANY REASON TO BELIEVE THERE ARE ANY HAZARDOUS AND/OR TOXIC OR SIMILAR MATERIAL(S), SUBSTANCE(S) AND/OR WASTE(S), INCLUDING BUT NOT LIMITED TO PETROLEUM PRODUCTS, PRESENT AT THE SITE WHICH MAY POSE A HEALTH OR PHYSICAL HAZARD TO PERSONS EMPLOYED AT OR VISITING THE SITE?

Yes No

If yes, please provide specific information regarding all such material(s), substance(s) and/or waste(s) on a separate piece of paper.

20. IS THE APPLICANT AWARE OF AND/OR HAVE ANY REASON TO BELIEVE THERE ARE ANY HAZARDOUS AND/OR TOXIC OR SIMILAR MATERIAL(S), SUBSTANCE(S), AND/OR WASTE(S), INCLUDING BUT NOT LIMITED TO PETROLEUM PRODUCTS, PRESENT AT PROPERTIES IN THE VICINITY OF THE SITE, WHICH MAY POSE A HEALTH OR PHYSICAL HAZARD TO PERSONS EMPLOYED AT OR VISITING THE SITE?

Yes No

If yes, please provide specific information regarding all such material(s), substance(s) and/or waste(s) on a separate piece of paper.

21. IS THE PROJECT SITE WHOLLY OR PARTIALLY IN A STATE DESIGNATED TIDAL OR FRESHWATER WETLAND OR THE UPLAND BUFFER AREA OF SUCH A WETLAND?

Yes No

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE

Applicant/Sponsor Name: KEW Forest Plumbing AND Heating Inc. Date: 6-22-00

Signature: [Signature]

THE BANK OF NEW YORK
 NEW YORK'S FIRST BANK FOUNDED 1784 BY ALEXANDER HAMILTON

120 MAIN STREET, WHITE PLAINS, NY 10602

Date:

Paul Lunden, Kenneth Lunden
 and Darren Lunden
 104-16 Metropolitan Avenue
 Flushing, New York 11375

Re. Commercial Mortgage Loan
 Premises: 70-02 70th Avenue, Glendale, New York

Gentlemen:

We are pleased to inform you that The Bank of New York (the "Bank") has approved your request for a commercial mortgage loan (the "Loan") on the above-captioned premises (the "Premises"), subject to the following terms and conditions:

1. **BORROWER.** **LUNDIN** Paul Lunden, Kenneth Lunden and Darren Lunden or a Real Estate Entity to be Established (the "Borrower").
2. **PRINCIPAL AMOUNT OF LOAN.** \$318,000.00 (the "Principal Amount").
3. **PURPOSE.** The acquisition of the subject premises.
4. **INTEREST RATE.** A fixed rate of interest of 9.85 % per annum. Interest shall be calculated on the basis of a 360 day year and a 30 day month.
5. **TERM.** 15 years from the date of closing.
6. **PAYMENT.** The loan shall be payable in 180 monthly payments of principal and interest calculated on a 15 year amortization schedule with payments to commence one month from date of closing.
7. **PREPAYMENT.** The note shall contain the following clause with respect to the Borrower's right of prepayment:

"The loan evidenced by this note may be prepaid in whole or in part, at any time, provided that at least ten (10) days prior written notice is given to the Bank, and provided that the Borrower pays to the Bank at the time such prepayment is made (a) accrued interest on the principal balance of the Loan being prepaid through the date of prepayment and (b) an amount determined in accordance with the next paragraph. In the case of any prepayment of the principal balance in part, the principal amount prepaid shall be applied to the remaining installments of principal in the inverse order of their maturity.

Upon any prepayment of the loan evidenced by this note, in whole or in part, whether optional or mandatory, by voluntary or involuntary prepayment, by acceleration or otherwise (including as a result of any act caused by a third party including but not limited to condemnation, casualty, bankruptcy or otherwise), the Borrower agrees to pay to the Bank at the time such prepayment is made, as liquidated damages and not as a penalty, calculated by multiplying the Penalty Percentage set forth below for the Prepayment Period set forth below times the amount of any prepayment:

Prepayment Period	Penalty Percentage
1st year	2.00%
2nd year	2.00%
3rd year	1.00%
4th year	0.00%
5th year	0.00%
6th year	0.00%
7th year	0.00%
8th year	0.00%
9th year	0.00%
10th year	0.00%
11th year	0.00%
12th year	0.00%
13th year	0.00%
14th year	0.00%
15th year	0.00%

If the loan is prepaid in whole or in part, the Borrower shall pay in addition to the unpaid principal balance due on the loan, (i) all accrued and unpaid interest; and (ii) all other charges, fees, costs and expenses owing to the Bank, including, but not limited to, any applicable prepayment charge."

8. **LATE CHARGES.** The Bank reserves the right to impose a late charge equal to 5% of the monthly principal payment if any payment is received 10 days or more after it is due.
9. **COMMITMENT FEE.** The fee for the issuance of this commitment letter (this "Commitment") shall be \$3,000.00 payable upon your acceptance of this Commitment. This fee is not refundable and shall be deemed earned upon your acceptance of this Commitment, whether or not the Loan actually closes or is funded.
10. **LOAN DOCUMENTS.** The Loan shall be evidenced by a note executed by the Borrower (the "Note") and shall be

secured by a first mortgage (the "Mortgage") on the Borrower's fee interest in the Premises. The Note, the Mortgage and all other documents required in connection with the Loan will be prepared or reviewed by counsel to the Bank. Any documents required to be furnished by the Borrower under this Commitment shall be in form and content acceptable to the Bank and its counsel.

The Loan Documents shall contain the following agreements and covenants by the Borrower, inter alia:

- a) the rate of interest under the Note shall be increased by 4.00% at the Bank's option in the event the Bank shall not receive any payment within thirty (30) days of when said payments are due, or by 2.00% at the Bank's option in the event the Bank shall not receive financial statements, tax returns, or evidence of insurance when due under the terms hereof.
- b) the premises are in full compliance with all laws and regulations related to toxic or hazardous substances or other environmental matters and the Borrower indemnifies the Bank from any and all costs, losses, expenses or penalties of environmental cleanups related to the subject premises.
- c) the Bank shall require an escrow for real property taxes on the subject premises and flood insurance, if required.

11. **LOAN DUE ON SALE.** The Mortgage will provide, among other things, that the entire principal balance plus interest shall become due and payable at the Bank's option in the event of a sale, conveyance, mortgage or other transfer of title to the Premises or in the event of any transaction that constructively transfers the beneficial ownership of the Premises by the Borrower, without, in any case, the written permission of the Bank.

12. **ADDITIONAL COLLATERAL.** The Loan shall, in addition to the Mortgage, be secured by a first priority perfected security interest in all equipment, fixtures and personalty (now owned or hereafter acquired) which are used in connection with the Premises.

13. **LEASES.** All present and future leases, lease agreements, subleases and sublease agreements affecting all or a portion of the Premises must be subject and subordinate to the Mortgage and the rights of the Bank thereunder. In addition, and as additional security for the Loan, the Bank must receive an absolute collateral assignment of the right to receive rental income under each such lease, lease agreement, sublease and sublease agreement. Copies of all leases must be submitted to Bank counsel prior to scheduling of closing.

14. **GUARANTEES.** The Bank will require the unlimited joint and several guarantees of Kew Forest Plumbing & Heating. If a new real estate entity is formed to hold title to the premises, the Bank will require the individual guarantees of Kenneth Lundin, Darren Lundin, and Paul Lundin.

15. **APPRAISAL.** The Bank will require, prior to closing, a satisfactory evaluation from its in-house commercial mortgage department. A non refundable property evaluation fee of \$1,000.00 shall be due and payable upon your acceptance of this commitment.

16. **SURVEY.** The Bank will require, prior to closing, (a) a survey, certified to both the title insurance company or companies described in Paragraph 19 hereof and at the Bank's option, the Bank, by a registered surveyor, showing no state of facts objectionable to the Bank, and (b) a metes and bounds description of the Premises. Such survey shall show that all buildings and other improvements on the Premises are within lot and building lines and shall indicate all easements, improvements utilities and rights of way, whether above or below ground, which exist at the date of certification.

17. **COMPLIANCE.** The Bank will require, at or prior to closing, evidence of compliance with all zoning, environmental (including toxic and/or hazardous substances and/or materials) and other laws, ordinances, rules, regulations and restrictions affecting the Premises and the Loan. With respect to laws, ordinances, rules, regulations and restrictions concerning toxic and/or hazardous substances and/or materials, such evidence shall include, but shall not be limited to, an environmental scan by ERII Scan, the cost of which shall be paid for by the Borrower. Please complete and return the Environmental Questionnaire enclosed herewith.

18. **CERTIFICATE OF OCCUPANCY.** The Bank will require, prior to closing, a permanent Certificate of Occupancy from the municipality within which the Premises lie for all improvements located on the Premises.

19. **TITLE INSURANCE.** The Bank will require, at or prior to closing, an ALTA standard policy of mortgage title insurance in the amount of the Loan, issued by a company or companies approved by the Bank, insuring the priority of the first lien of the Mortgage subject only to those exceptions of title as are approved by the Bank and its counsel, and with affirmative insurance on such matters as the Bank and its counsel may require.

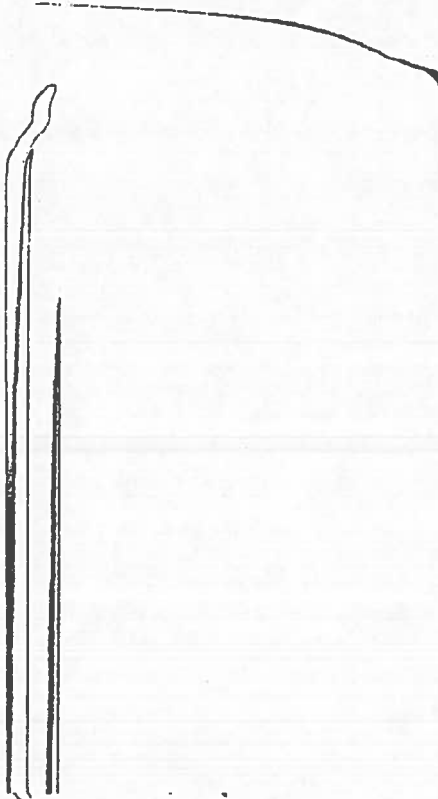
20. **FIRE INSURANCE.** The Bank will require, at or prior to closing, a fire and casualty insurance policy, and such other insurance policies as the Bank may require, for the Premises, each in form, amounts and with companies acceptable to the Bank, naming the Bank as first mortgagee and providing the Bank with 30 days' prior notice of cancellation thereof or any material change therein. In no event shall any such insurance policy be written in such a manner that the Borrower and the Bank will be deemed co-insurers. A receipt or other evidence of payment of the first years' premiums for all insurance coverage must be presented at closing. The mortgagee in said policy or policies shall be named as follows:

THE BANK OF NEW YORK
ATT: Commercial Loan Servicing
Post Office Box 2216
Middletown, New York 10940

21. **FLOOD INSURANCE.** The Bank or its counsel will obtain, at the Borrower's expense, a report from Flood Hazard Certification, Inc. as to whether the Premises lie in a flood hazard area. If such report indicates that the Premises lie in a flood hazard area, the Bank will require, at or prior to closing, a flood insurance policy in the maximum amount available.

22. **TAXES.** The Bank will require, at or prior to closing, evidence that all accrued and outstanding taxes and assessments of any kind are paid or that amounts necessary to pay such accrued and outstanding taxes and assessments have been placed in escrow with the attending title company. The premises must be separately assessed for real estate taxes at the time of closing.

23. **FINANCIAL STATEMENTS.** The mortgage shall contain the following clause with respect to the Borrower's obligation to provide financial information to the Bank subsequent to the loan closing:



*Amended
"new"*

Date: *April 7, 2000*

Memo to Manager: *Ellen Pappas*
From: BPL Dept: *Laura LUNDIN*
Commitment for: _____

Enclosed, please find one original and one copy of the commitment letter. Please have the borrower(s) sign both copies. One is for the borrower(s) and the original should be returned ASAP to *Fred Jackson*, the Underwriter for this loan, along with the commitment fee of *\$1,000* and the property evaluation fee of *\$1,000*. ¹⁰

We also need for our flood *yes* *yes* *yes* *yes* the
Closs Street *yes* for the Environmental Season, and for the
property evaluation the *yes* *yes* *yes* the size
yes *yes* *yes* *yes* the *yes* *yes* *yes* *yes*
and the *yes* *yes* *yes* *yes* *yes* *yes* *yes* *yes*
municipality *yes* *yes* *yes* *yes* *yes* *yes* *yes* *yes*

Please return within *10* days.

Thank you.
Ante Abrams
BPL

location of the Premises set forth in the Borrower's application for the Loan, or any of the other facts stated in such application are or become untrue;

- f) any of the terms of this Commitment are not fulfilled by the Borrower to the satisfaction of the Bank;
- g) the Borrower obtains mortgage financing (other than the Loan) for all or a portion of the Premises; or
- h) the Loan does not close within 60 days from the date of this Commitment.

This Commitment is being delivered and is to be performed in the State of New York and shall be construed and enforced in accordance with and governed by the laws of the State of New York.

This Commitment shall not be binding on the Bank unless it is properly signed and accepted by the Borrower in the form submitted to the Borrower and returned to the Bank no later than the close of business 15 days from the date of this Commitment, together with the Borrower's non-refundable check in the amount of \$3,000.00 to be applied towards the commitment fee and \$1,000.00 property evaluation fee hereunder.

Very truly yours,

Freddie Jackson
 BY: Freddie Jackson
 Title: Assistant Treasurer

The Borrower and Guarantors, if any, hereby (A) agree to the foregoing terms and conditions, (B) accept the Commitment, and (C) represent and warrant to the Bank that the Borrower does not contemplate any mortgage financing (other than the Loan) for all or a portion of the Premises.

Date: 4/10/2000

Kenneth Lundin

 Kenneth Lundin

Date: _____

Darren Lundin

Date: 4/10/2000

Paul Lundin

 Paul Lundin LUNDIN

Date: _____

Kew Forest Plumbing & Heating

Borrower's Counsel:

 Name

 Address

 Telephone: _____ Fax: _____