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A Delaware Limited  
Liability Partnership

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November 4, 2008

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Paul L. Kahn, OSC  
USEPA Region II  
Response and Prevention Branch  
Woodbridge Avenue  
Edison, NJ 08837

**Re: October 31, 2008 Notice  
2 Peekay Drive, Clifton, NJ  
Abrachem Chemicals Inc.  
Client-Matter No. 22657- 401994**

Dear Mr. Kahn:

We represent Clifton 2003, L.L.C., the owner of the premises at 2 Peekay Drive, Clifton, New Jersey (the "Property"). We received a copy of your October 31, 2008 Notice to Responsible Party Under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Superfund Amendments and Reauthorization Act of 1986 (the "Notice"). We have been asked by our client to respond on behalf of the owner of the Property.

At that outset, we note that the Notice was issued to the wrong person. James E. Hanson, II is not the owner of the Property, nor is he a responsible party. We further note that the Notice was issued to the wrong entity. Hampshire Real Estate Companies is not the owner of the Property, nor is it a responsible party. The owner of the Property is Clifton 2003, L.L.C., a New Jersey limited liability company, whose member is The Hampshire Generational Fund, LLC.

The Property is leased in its entirety to The Abrachem Group, L.L.C. ("Abrachem") and has been since Clifton 2003, L.L.C. acquired the Property. Abrachem has exclusive custody, possession and control of the Property and all chemicals at the Property. Clifton 2003, L.L.C. has never operated at the Property, has never brought any chemicals to the Property and has no control over any of the Property. Abrachem is required under its lease to comply with all laws applicable to its operations. We are notifying Abrachem of its obligation to comply with the Notice.

Abrachem is in the process of winding up its operations at the Property. The Abrachem Group, L.L.C. has entered into a Lease Termination Agreement with Clifton

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2003, L.L.C. The Lease Termination Agreement is incorporated into a Stipulation of Settlement and Consent to Enter Judgment (the "Stipulation and Judgment") entered by the Superior Court of New Jersey, Special Civil Part. A copy of the Stipulation and Judgment is enclosed herewith. The Lease Termination Agreement includes specific provisions relating to the removal of all chemicals from the Property. The Court ordered deadline for the removal of fifty (50%) percent of the chemicals from the Property is November 15, 2008. The deadline for the removal of all of the chemicals from the Property is December 15, 2005.

It is our understanding from Mr. Frey of Abrachem that he does not own the chemicals at the Property, rather they are the property of Abrachem's customers. Abrachem stores the chemicals on their behalf and delivers the chemicals at their direction to the end users.

Clifton 2003, L.L.C. is closely monitoring Abrachem's winding up of its operations and the implementation of the Lease Termination Agreement, including the removal of all of the chemicals.

If you have any questions, please call me.

Very truly yours,



Sean Monaghan

SM/pv

Enclosure

cc: John Jakub, Esq. (w/o enclosure)(Via Email)  
Mr. Ted Frey (w/o enclosure)(Via Certified Mail R.R.R.)  
Mr. Vincent Dougherty (w/o enclosure)(Via Regular Mail)  
Mark Rosen, Esq. (w/o enclosure)(Via Regular Mail)  
Glenn S. Pantel, Esq. (w/o enclosure)

**DRINKER BIDDLE & REATH LLP**

A Delaware Limited Liability Partnership  
500 Campus Drive  
Florham Park, New Jersey 07932-1047  
(973) 360-1100  
Attorneys For Plaintiff

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CLIFTON 2003, LLC,

Plaintiff,

v.

THE ABRACHEM GROUP, LLC,

Defendant.  
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SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART  
PASSAIC COUNTY - LANDLORD/TENANT  
DOCKET NO: LT-007203-08

CIVIL ACTION

**STIPULATION OF SETTLEMENT  
AND CONSENT TO ENTER JUDGMENT  
(TENANT REQUIRED TO VACATE)**

THIS MATTER having come before the Court for trial on October 16, 2008, and the parties, at that time, through its counsel, having reported to the Court a settlement and placed the terms of such settlement on the record, and the parties wishing to memorialize that settlement,

NOW THEREFORE, for good and valuable consideration, including the mutual promises and agreements hereinafter set forth, the parties, through their counsel, agree that this matter is settled upon the following terms and conditions:

1. The agreed amount of rent arrearages and charges (not including the amounts described in paragraph ~~8~~<sup>7</sup>, below) owed by The Abrachem Group, LLC ("Abrachem") under the Lease (as defined herein) as of October 15, 2008 is \$238,553.63. Abrachem agrees that it owes additional amounts to Clifton 2003, as memorialized in the Promissory Note described herein.

2. Judgment for possession (the "Judgment") of the property located at 2 Peckay Drive, Clifton, Passaic County, New Jersey (the "Promises") described in the parties' lease, as

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70F  
MGL

amended (the "Lease"), be and hereby is entered in favor of Clifton 2003, LLC ("Clifton 2003"), as of October 16, 2008.

3. Abrachem further agrees to execute and deliver to Michael SanGiacomo, Esq., counsel to Clifton 2003, the following documents on or before October 21, 2008: (A) Lease Termination Agreement between Clifton 2003 and Abrachem; (B) Promissory Note from Abrachem to Clifton 2003; and (C) Guaranty from Tilghman B. Frey, Beverly Frey and Ronald Koesterich in favor of Clifton 2003. The terms of these documents are expressly incorporated herein, including but not limited to the payment schedules contained in the Lease Termination Agreement and Promissory Note and described in paragraph 4, below.

4. Clifton 2003 will not execute on the Judgment by obtaining a warrant of removal as long as (A) Abrachem, Mr. Frey, Ms. Frey and Mr. Koesterich execute and deliver the documents described in paragraph 3, above, on or before October 21, 2008, and (B) Abrachem makes and delivers to Vincent P. Dougherty the following payments by bank check or wired funds, in accordance with the following schedule, also described in the Lease Termination Agreement and Promissory Note:

<u>Date</u>	<u>Amount</u>
<b>Payment Due Date</b>	<b>Amount of Payment</b>
October <del>15, 2008</del> 24, 2008	\$15,000.00
November <del>15, 2008</del> 21, 2008	\$25,000.00
<del>December 1, 2008</del>	<del>\$9,325.61</del>
December <del>15, 2008</del> 22, 2008	\$25,000.00
December 31, 2008	\$10,000.00

The payments described above and required by the Lease Termination Agreement and Promissory Note shall be in lieu of payments of Rent under the Lease.

5. If Abrachem fails to make and deliver the payments or fails to execute and deliver the documents, as described in paragraphs 3 and 4, above, then, in either event, Clifton 2003,

with notice to Abrachem, may file a certification stating when and what the breach was and a warrant of removal shall then be issued by the clerk.

6. Anything in this document to the contrary notwithstanding, Abrachem shall vacate the Premises not later than 11:59 p.m., December 31, 2008 (the "Surrender Date"). If Abrachem does not vacate the Premises by the Surrender Date, Clifton 2003, with notice to Abrachem, may file a certification stating that Abrachem has not yet vacated the Premises and a warrant of removal shall then be issued by the clerk.

7. In addition to the \$238,553.63 owed by Abrachem as stated above, Abrachem agrees that it remains responsible for payment of and will promptly pay on request all legal fees, late charges and interest permitted under the Lease, accruing through December 31, 2008.

8. In the event of a breach of this Stipulation and Judgment as described in paragraph 5, above, the Lease shall immediately terminate. In the absence of any such breach, Clifton 2003 and Abrachem agree that the Lease shall nevertheless terminate, effective as of the Surrender Date, consistent with the terms of the Lease Termination Agreement.

9. This Stipulation and Judgment may be executed in several counterparts, each of which shall be considered to be an original or total copy of the Stipulation and Judgment.

10. The signatories hereto represent and warrant that they have full authority to execute this Stipulation and Judgment and all agreements contained herein, which shall be effective upon its execution.

~~SOKOL, BEHOT AND FIORENZO~~  
~~Attorneys for Defendant~~

By: \_\_\_\_\_

~~MICHAEL P. FELTMAN~~

DRINKER BIDDLE & REATH LLP  
Attorneys for Plaintiff

By: \_\_\_\_\_

M. E. Cammarano  
MARITA E. CAMMARANO

October 16, 2008

October 16, 2008

THE ABRACHEM GROUP, LLC

By: Tilghman B. Frey  
TILGHMAN B. FREY  
MANAGING MEMBER  
October 16, 2008

TILGHMAN B. FREY

BEVERLY FREY

Tilghman B. Frey  
October 16, 2008

\_\_\_\_\_  
October \_\_, 2008

RONALD KOESTERICH

Ronald Koesterich  
October 16, 2008

[Signature]  
HONORABLE GARRY S. ROTHSTADT, J.S.C.

10/16, 2008 Raymond & Nellie