ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 2 day of August, 2010, between Owner(s) Linzer Products Corp., having an office at 248 Wyandanch Avenue, West Babylon, New York, 11704 (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located in the Town of Babylon, County of Suffolk, State of New York, known and designated on the tax map of the County Clerk of Suffolk as tax map parcel numbers: District: 0100 Section 82.00 Block 2.00 Lot 73.1 and Section 82.00 Block 2.00 Lot 37.6; being the same as that property conveyed to Grantor by bargain and sale deed on February 9, 1999, and recorded in the Suffolk County Clerk's Office in Liber 11947 at page 375 of deeds, comprising of approximately 9.35± acres (Parcel 1) and 596 S.F. (Parcel 3), and hereinafter more fully described in the ALTA/ACSM Land Title Survey dated December 3, 2008, (Revised August 19, 2009) of lands of "Parcels 1 and 3 (248 Wyandanch Avenue) " prepared by Nelson & Pope, Engineers, Designers, Surveyors and corresponding Schedule "A" property description, both documents are attached hereto and made a part hereof (the "Controlled Property"); and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of Order on Consent Index Number W1-0956-03-05, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in

perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property:

A. The Controlled Property may be used for Industrial use as described within 6 NYCRR Part 375- 1.8 (g) (2) (iv), as long as the following long-term engineering controls are employed and the land use restrictions specified below are adhered to:

Engineering Controls (ECs) include the following:

(i) In-situ treatment of contaminated groundwater.

(ii) Capping of contaminated soil.

(iii) In-situ solidification/stabilization of contaminated soil.

(iv) In the event that any subsurface activities are to be undertaken which may disturb a capped or covered area of concern, these activities are subject to the conditions specified in the soil management plan which is contained in the Department approved Site Management Plan.

Institutional Controls include the following:

(i) use of groundwater as a source of potable or process water without necessary water quality treatment, as determined by the NYSDOH and prior notification and approval of the NYSDEC, shall not be permitted;

(ii) Soil management in the event that subsurface activities are ever conducted in the areas of concern.

(iii) Annual certification for the ECs as specified in the SMP.

(iv) Sampling/monitoring of environmental media as determined or modified by the Department

B. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the Site Management Plan ("SMP") that the Department has approved for the Controlled Property and all Department-approved amendments to that SMP.

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated July 27, 2009. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system on the Controlled Property, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer
NYSDEC - Region 1
Division of Environmental Remediation
50 Circle Road
Stony Brook, NY 11790-3409
Phone: (631) 444-0260 fax: (631) 444-0348

or

Site Control Section
Division of Environmental Remediation
NYS DEC
625 Broadway
Albany, New York 12233

C. The Controlled Property may not be used for a higher level of use such as unrestricted residential, restricted residential or commercial use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.

E. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

F. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Controlled Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 13 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:
County, NYSDEC Site Number, NYSDEC Contract or Order Number, and the
County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 152006

Department of Environmental Enforcement
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor's Name: Linzer Products Corp.,

By: Leonard Zichlin

Title: Exec. Vice President Date: 6/30/10

Grantor's Acknowledgment

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

On the 30 day of June, in the year 2010, before me, the undersigned, personally appeared Leonard Zichlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

Renee Humphrey
Notary Public, State of New York
No. 01HU4935276
Qualified in Suffolk County
Commission Expires June 27, 2014

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

by: _____
Dale A. Desnoyers, Director
Division of Environmental Remediation

Date: 8-2-10

Grantee's Acknowledgment

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

On the 2nd day of AUGUST, in the year 2010, before me, the undersigned, personally appeared Dale A. Desnoyers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A" PROPERTY DESCRIPTION

248 WYANDANCH AVENUE, TOWN OF BABYLON, SUFFOLK COUNTY, NEW YORK

PARCEL 1
DISTRICT:0100 SECTION: 82 BLOCK: 02 LOT:73.1

BEGINNING at a point on the Southerly side of Wyandanch Avenue a distance of 216.92 feet Easterly from the intersection formed by the Southerly side of Wyandanch Avenue, as widened, and the Northeasterly side of Mount Avenue (Belmont Avenue);

RUNNING THENCE along the Southerly side of Wyandanch Avenue the following three (3) courses:

1. North 89 degrees 30 minutes 20 seconds East, 821.99 feet;

2. North 00 degrees 29 minutes 40 seconds West, 5.00 feet;

3. North 89 degrees 30 minutes 20 seconds East, 580.00 feet, to the Westerly side of Carroll Street;

THENCE along said road line, South 00 degrees 29 minutes 40 seconds East, 320.00 feet to Northerly boundary of "Revised Map of Belmont Estates Section 3", filed June 21, 1926 File No. 1005;

THENCE along said map line, South 89 degrees 30 minutes 20 seconds West, 200.00 feet;

THENCE the following four (4) courses and distances:

1. North 34 degrees 11 minutes 04 seconds West, 56.05 feet;

2. Northwesterly along the arc of a curve bearing to the left having a radius of 30.00 feet and length of 29.48 feet;

3. South 89 degrees 30 minutes 20 seconds West, 205.46 feet;

4. Southwesterly along arc of a curve bearing to the left having a radius of 60.00 feet and a length of 94.25 feet to Northerly boundary of "Revised Map of Belmont Estates Section 3", filed June 21, 1926;

THENCE along said map line, South 89 degrees 30 minutes 20 seconds West, 100.10 feet to Lot 1294 as shown on aforementioned map;

THENCE along said lot the following three (3) courses and distances:

1. South 02 degrees 02 minutes 51 seconds West, 115.79 feet;

2. North 87 degrees 57 minutes 05 seconds West, 100.00 feet to the Westerly side of Eyre Place;

3. Along said road line, North 02 degrees 02 minutes 51 seconds East 111.35 feet to the Northerly boundary of said map;

THENCE along said map line and land now or formerly of Torres, South 89 degrees 30 minutes 20 seconds West, 533.31 feet to land now or formerly of Tuppins;

THENCE along said land the following two (2) courses and distances:

1. North 00 degrees 29 minutes 40 seconds West, 113.15 feet;

2. North 36 degrees 33 minutes 30 seconds West, 249.68 feet, to the point or place of BEGINNING.

PARCEL 3
DISTRICT: 0100 SECTION: 82 BLOCK: 02 LOT: 37.6

BEGINNING at the Northeasterly terminus of Oswego Place as shown on "Revised Map of Belmont Parkway Estates Section-3" (Filed June 21, 1926, File No. 1005);

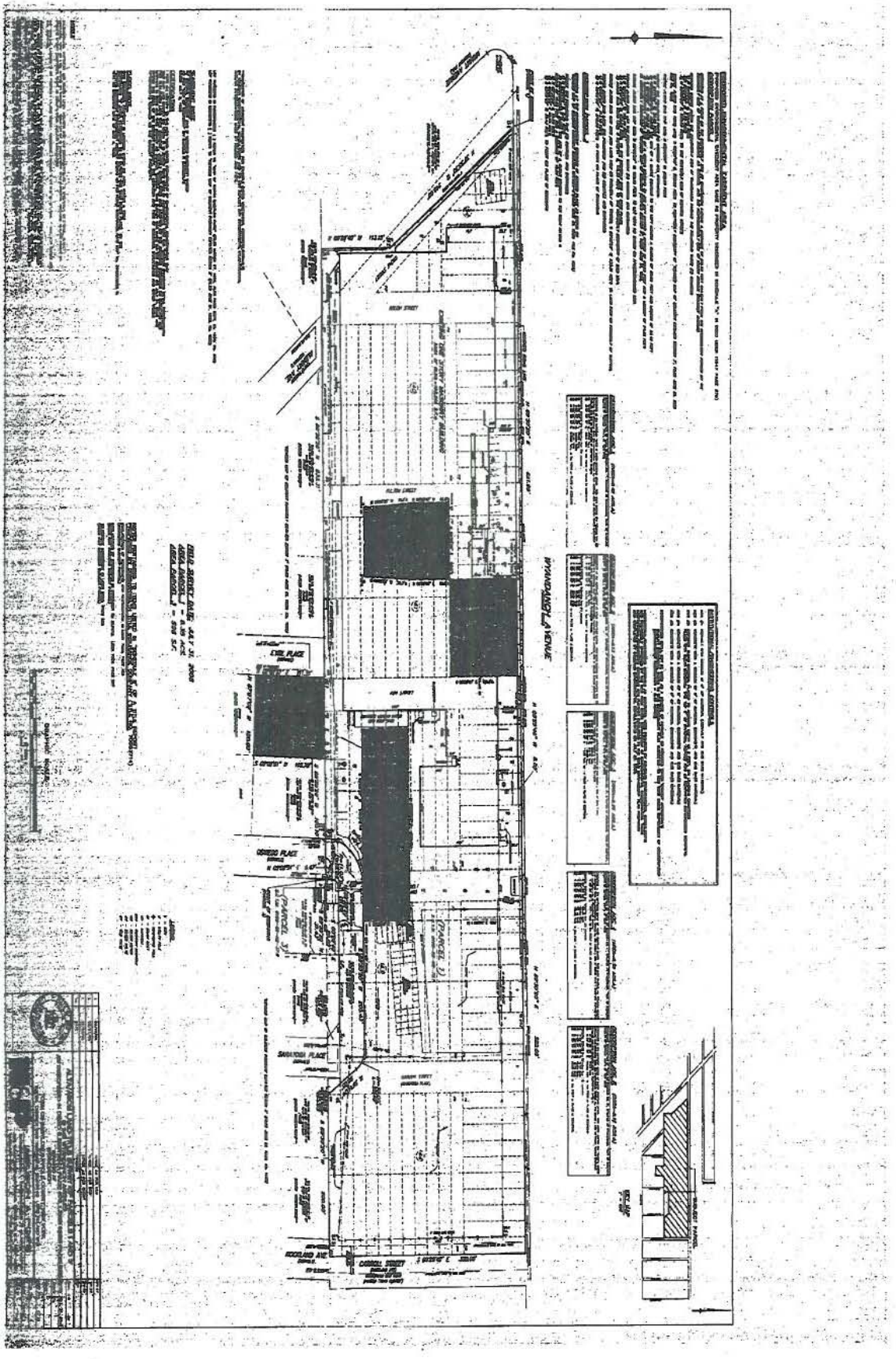
RUNNING THENCE the following five (5) courses and distances:

1. North 02 degrees 02 minutes 51 seconds East, 9.47 feet;

2. Northeasterly along the arc of a curve bearing to the right having a radius of 11.03 feet and a distance of 16.84 feet;

3. North 89 degrees 30 minutes 20 seconds East, 19.99 feet;

4. South 00 degrees 29 minutes 40 seconds East, 20.00 feet;

5. South 89 degrees 30 minutes 20 seconds West, 31.43 feet, to the point or place of BEGINNING.

SURVEY