

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

THIS INDENTURE made this 29th day of October 2009, between Owner(s) Cornell Manufacturing Co., Inc., a Delaware corporation authorized pursuant to Section 1304 of the New York Business Corporation Law to transact business in the State of New York, having its principal office at c/o Jupiter Industries, Inc., 1821 Walden Office Square, Suite 400, Schaumburg, Illinois 60173 (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 at the address of 25 Ramland Road in the Town of Orangetown, County of Rockland and State of New York, known and designated on the tax map of the County Clerk of Rockland as tax map parcel Section 73.20 Block 1 Lot 26 being previously shown as Lot 27-347-8.4.1 on Map No. 5261 entitled: "Protean II Town of Orangetown, Rockland County, N.Y." filed in the Rockland County Clerk's Office on June 10, 1981 in Book 57 of maps at page 17, being the same property conveyed to Grantor by deed from Elgin National Industries, Inc. dated September 22, 1993 and recorded in the Land Records of the Rockland County Clerk in Liber 695 of Deeds at page 2162, consisting of approximately 5.298 acres of land, and hereinafter more fully described in ALTA/ACSM Title Survey dated December 3, 2008, prepared by Stephen F. Hoppe, L.S., File No. 0611-08 and Schedule "A" property description, both 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 and Administrative Settlement Index Number W3-0746-05-10. 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 commercial and industrial uses only, identified future uses in accordance with 6 NYCRR Part 375-1.8 (g)(2) (iii) & (iv), as long as the following long-term engineering controls are employed:

- i) The Controlled Property must not be used to grow crops or raise livestock for human consumption unless such use is specifically approved by NYSDEC;
- ii) The groundwater beneath the Controlled Property must not be used for potable or non-potable purposes;
- iii) The Site Management Plan (SMP), must be implemented for the Controlled Property;
- iv) Future activities including excavation activities must be managed in accordance with the SMP, which includes requirements for the characterization, handling, and disposal/re-use of residual contaminated media (e.g., soil, fill, groundwater) and requirements for soils imported to the site;
- v) Existing surface and near surface soil, asphalt-paved surfaces, concrete-paved surfaces, and the building itself, act as a cover system at the Controlled Property. Disturbances and incidental damage to this cover system must be repaired upon discovery with one or more of the components listed above or other cover materials approved by the NYSDEC and the New York State Department of Health (NYSDOH);
- vi) The potential for vapor intrusion for any new buildings developed on the Controlled Property must be evaluated and mitigation must be implemented, if needed, prior to occupancy. If a vapor mitigation system is required, it must be operated and maintained until such time NYSDEC deems it is no longer needed;
- vii) Grantor shall provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP and all Department-approved amendments to the SMP; and

viii) The Grantor and its successors and assigns must provide an annual certification of institutional and engineering controls, prepared and submitted by a professional engineer or such other expert acceptable to the Department, until the Department notifies the property owner in writing that this certification is no longer needed. This submittal would: (a) contain certification that the institutional controls and engineering controls put in place are still in place and are either unchanged from the previous certification or are compliant with Department-approved modifications; (b) allow the Department access to the site; and (c) state that nothing has occurred that would impair the ability of the control to protect public health or the environment, or constitute a violation or failure to comply with the SMP unless otherwise approved by the Department.

B. The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated January, 2009 ("SMP"). 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:

Director, Remedial Bureau C
Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7014

C. The Controlled Property may not be used for a higher level of use such as residential, restricted residential or agricultural 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 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 intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 13, or Article 56, Title 5 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.

County: ROCKLAND Site No: 3-44-042 Order No: W3-0746-05-10

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: **CORNELL MANUFACTURING CO., INC.**

By: George E. Murphy
George E. Murphy - President

Title: President Date: 10/14/2009

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Department of Environmental Conservation

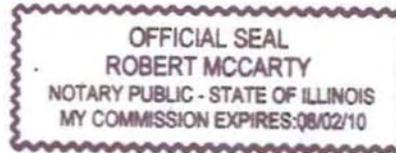
by: Dale A. Desnoyers
Alexander B. Grannis, Commissioner
Dale A. Desnoyers, Director
Division of Remediation

Grantor's Acknowledgment

STATE OF ILLINOIS)
) ss:
COUNTY OF KANE)

On the 14th day of October, in the year 2009, before me, the undersigned, personally appeared George E. Murphy, 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.

Robert McCarty
Notary Public - State of



Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 29 day of October, in the year 2009, before me, the undersigned, personally appeared DAK Desmoyers, 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.

David J. Chiusano
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, 2012

SCHEDULE "A"

PROPERTY DESCRIPTION

Address: 25 Ramland Road, Orangeburg, NY

Tax Id No: 73.20-1-26

ALL that certain plot, piece or parcel of land situate in the Town of Orangetown, County of Rockland and State of New York being known as Lot 27-347-8.4.1 as shown on a certain map entitled, "Protean II Town of Orangetown, Rockland County N.Y.", filed in the Rockland County Clerk's Office in June 10, 1981 in Book 57 of maps, page 17 as Map No. 5261 and further bounded and described as follows:

BEGINNING at a point on the southerly side of Ramland Road distant 1474.21' easterly, along various courses, from the easterly side of Blaisdell Road, where same intersects with the southerly side of Ramland Road thence;

1.) Northeasterly, on a curve to the left with a radius of 80.00' for an arc length of 101.93' to lands of Orange County Industrial Development Agency (Subaru) as shown on Filed Map No. 5261, thence;

2.) Along said division line South 78 degrees 08' 58" East 435.21' feet to the westerly line of Betsy Ross Estates Section I (Filed in the R.C.C.O as Map No. 3593) thence ;

3.) Along the westerly line of Betsy Ross Estates South II degrees 42' 49" West 475.60' feet to the division line between Lot 27-347-8.4.1 and Lot 27-347-8.4.2 as shown on Filed Map No. 5261, thence;

4.) Along said division line North 75 degrees 17'11" West 492.00' feet to a point in same and also being the easterly line of a 50' wide R.O.W. as shown on Filed Map No. 5261 thence;

5.) Along the easterly line of Lot 27-347-8.4.2 and the 50' wide R.O.W. North 11 degrees 42' 49" East, a distance of 399.67' feet to the point and place of BEGINNING.

SURVEY

