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

THIS INDENTURE made this 31st day of October, 2012, between Owner **EASTMAN KODAK COMPANY.**, having an office at 343 State Street, Rochester, New York (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 the 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 50 McLoughlin Road, in the Town of Greece, County of Monroe and State of New York, known and designated on the tax map of the County Clerk of Monroe County as tax map parcel number: Section 089.04 Block 01 Lot 003.2, being that property conveyed to Grantor by David Klonick by Deed dated October 10, 1955 and recorded on October 10, 1955 in the Monroe County Clerk's Office in Liber 2994 of Deeds at Page 394; by David Klonick by Deed dated October 10, 1955 and recorded on October 10, 1955 in the Monroe County Clerk's Office in Liber 2994 of Deeds at Page 396; by Agreement made by and among Joseph P. Paris, Angela Paris, Anthony J. Cottrone, Cornelia Cottrone, Eastman Kodak Company, Community Savings Bank of Rochester and First Federal Savings and Loan Association of Rochester dated July 28, 1961 and recorded on September 1, 1961 in the Monroe County Clerk's Office in Liber 3355 of Deeds at Page 6; by Fred P. Tosch, Inc. by Deed dated December 11, 1967 and recorded on December 27, 1967 in the Monroe County Clerk's Office in Liber 3871 of Deeds at Page 166; by George J. DelVecchio and Virginia M. DelVecchio by Deed dated September 7, 1967 and recorded on September 7, 1967 in the Monroe County Clerk's Office in Liber 3844 of Deeds at Page 301; by Frank J. Hack

and Florence A. Hack by Deed dated September 20, 1967 and recorded on September 20, 1967 in the Monroe County Clerk's Office in Liber 3848 of Deeds at Page 2; by Alan R. Mason and Margaret M. Mason by Deed dated August 17, 1967 and recorded on August 17, 1967 in the Monroe County Clerk's Office in Liber 3838 of Deeds at Page 238; by Harry C. Miller by Deed dated November 1, 1972 and recorded on November 1, 1972 in the Monroe County Clerk's Office in Liber 4351 of Deeds at Page 11; and by John L. Fecteau and Ruth F. Fecteau by Deed dated November 7, 1956 and recorded on November 7, 1956 in the Monroe County Clerk's Office in Liber 3067 of Deeds at Page 494 (the "McLoughlin Property) and 1795 Mt. Read Boulevard, in the City of Rochester, County of Monroe and State of New York, known and designated on the tax map of the County Clerk of Monroe County as tax map parcel number: Section 090.54 Block 01 Lot 004, being that property conveyed to Grantor by Bell & Howell Company by Deed dated November 21, 1975 and recorded on November 24, 1975 in the Monroe County Clerk's Office in Liber 4939 of Deeds at Page 185 (the "Mt. Read Property"). The McLoughlin Property and the Mt. Read Property are subject to this Environmental Easement (collectively, the "Controlled Property"). The Controlled Property comprises approximately 121.882 acres, and is hereinafter more fully described in the Land Title Survey dated September 15, 2012 and revised October 1, 2012, prepared by Passero Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the 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 mutual covenants contained herein and the terms and conditions of the 6NYCRR Part 373 Permit, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 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 restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements 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. (1) The Controlled Property may be used for:

Commercial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iv).

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Monroe County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for commercial and/or industrial purposes, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. 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, 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. The SMP may be modified in accordance with the Department's statutory and regulatory authority. 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:

Site Control Section
NYSDEC- Division of Environmental Remediation
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL 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 to Title 36 of Article 71 of the Environmental Conservation Law.

F. 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.

G. Grantor covenants and agrees that Grantor or its successors and/or assigns, 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, in such form and manner as the Department may require, that:

(1) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(2) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(3) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(4) the information presented is accurate and complete.

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 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 part or all of the underlying fee interest to the Controlled Property, 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 violates this Environmental Easement, the Grantee may revoke the Certificate of Completion 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, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

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 any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee 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 Brownfield Cleanup Agreement, State Assistance 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: None
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, 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. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, 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, or the Commissioner's Designee, 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.

EASTMAN KODAK COMPANY

By: _____
Brad Kruchten
Senior Vice President

Date: October 11, 2012

County: Monroe Site No: BCA Index No:

STATE OF NEW YORK) ss:

COUNTY OF MONROE)

On the 11 day of October, in the year 2012, before me, the undersigned, personally appeared Brad Kruchten, 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.

Kathleen A Vogele

Notary Public - State of New York

KATHLEEN A. VOGELE
Notary Public, State of New York
Qualified in Ontario County
Commission Expires 3/27/2014

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: _____
Robert Schick, Director
Division of Environmental Remediation

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

On the 31st day of October, in the year 2012, before me, the undersigned, personally appeared Robert Schick, 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

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

SCHEDULE "A" ENVIRONMENTAL EASEMENT PROPERTY DESCRIPTION

Property Address: 50 McLoughlin Road, Town of Greece, County of Monroe and State of New York and 1795 Mt. Read Boulevard, City of Rochester, County of Monroe and State of New York

Tax Map: 089.04-1-3.2 and 090.54-1-4

ALL THAT TRACT OR PARCEL OF LAND situate partly within the Town of Greece and partly within the City of Rochester, all within the County of Monroe and State of New York, being part of Town Lots No. 80, No. 81, No. 89 and No. 90 in the Twenty Thousand Acre Tract and being more particularly bounded and described as follows:

Beginning in the westerly right-of-way line of Mt. Read Boulevard, (a right-of-way of variable width), at the northeasterly property corner of Lot No. R-3A of the KPS Resubdivision of Lot No. 3 as shown on that map of the KPS Resubdivision filed in the Monroe County Clerk's Office in Liber 340 of Maps, at pages 54 and 55, said point being 582.41 feet south of an angle point in the westerly right-of-way line of Mt. Read Boulevard; thence (1) South 00° 59' 03" East along said westerly right-of-way line a distance of 60.00 feet to a point, said point being the northeasterly property corner of lands now or formerly of J.C. Fibers, Inc.; thence (2) South 89° 21' 29" West, along the northerly property line of said lands of J.C. Fibers, Inc., a distance of 1,203.89 feet to the northwesterly property corner of said lands of J.C. Fibers, Inc.; thence (3) South 00° 59' 03" East, along the westerly property line of said lands of J.C. Fibers, Inc., a distance of 786.07 feet to a point; thence (4) South 57° 10' 46" East, along the southwesterly property line of said lands of J.C. Fibers, Inc., a distance of 48.66 feet to the southwesterly property corner of said lands of J.C. Fibers, Inc.; thence (5) North 89° 37' 55" West, along the northerly property line of lands now or formerly of South Park Development, LLC and Acquest South Park, LLC, a distance of 2,386.89 feet to a point; thence (6) due south, (South 00° 00' 00" East), a distance of 13.56 feet to a point; thence (7) due west, (North 90° 00' 00" West), a distance of 583.32 feet to a point, said point being the southwesterly property corner of aforesaid Lot No. R-3A; thence (8) North 00° 22' 40" East a distance of 308.70 feet to a point; thence (9) North 00° 12' 53" East a distance of 296.59 feet to a point; thence (10) North 89° 57' 18" West a distance of 18.80 feet to a point; thence (11) North 00° 20' 45" East a distance of 534.99 feet to a point; thence (12) North 00° 25' 30" East a distance of 325.77 feet to a point; thence (13) North 08° 13' 59" West a distance of 109.13 feet to a point; thence (14) North 02° 05' 19" West a distance of 77.43 feet to a point; thence (15) North 00° 16' 54" East a measured distance of 610.44 feet to the southerly right-of-way line of Ridgeway Avenue, (a 66.00-foot-wide right-of-way); thence (16) North 72° 19' 54" East along the southerly right-of-way line of said Ridgeway Avenue a distance of 244.28 feet to a point; thence (17) North 72° 16' 54" East along the southerly right-of-way line of said Ridgeway Avenue a distance of 261.43 feet to a point; thence (18) South 17° 43' 06" East a distance of 180.55 feet to a point; thence (19) North 89° 37' 54" East a distance of 285.51 feet to a point; thence (20) North 00° 27' 11" West a distance of 80.00 feet to a point; thence (21) North 89° 37' 54" East a distance of 80.00 feet to a point; thence (22) North 00° 27' 11" West a distance of 80.00 feet to a point; thence (23) North 89° 37' 54" East a distance of 240.00 feet to a point; thence (24) North 00° 27' 11" West a distance of 218.16 feet to a point in the southerly right-of-way line of Ridgeway Avenue; thence (25) North 72° 16' 54" East along said southerly right-of-way line a distance of 83.77 feet to a point; thence (26) South 00° 27' 11" East a distance of 163.14 feet to a point; thence (27) North 89° 37' 54" East a distance of 80.00 feet to a point; thence (28) North 00° 27' 11"

West a distance of 174.39 feet to a point in the southerly right-of-way line of Ridgeway Avenue; thence (29) North 81° 57' 44" East along said southerly right-of-way line a distance of 191.69 feet to a point; thence (30) South 00° 26' 34" East a distance of 200.00 feet to a point; thence (31) North 89° 38' 31" East a distance of 50.00 feet to a point; thence (32) South 00° 26' 34" East a distance of 80.00 feet to a point; thence (33) North 89° 38' 31" East a distance of 240.00 feet to a point; thence (34) North 00° 26' 34" West a distance of 280.00 feet to a point in the southerly right-of-way line of Ridgeway Avenue; thence (35) North 89° 38' 31" East along said southerly right-of-way line a distance of 3.04 feet to a point; thence (36) South 00° 26' 34" East a distance of 257.40 feet to a point; thence (37) North 89° 38' 31" East a distance of 150.00 feet to a point; thence (38) North 00° 26' 34" West a distance of 257.40 feet to a point in the southerly right-of-way line of Ridgeway Avenue; thence (39) North 89° 38' 31" East along said southerly right-of-way line a distance of 66.95 feet to a point; thence (40) South 00° 26' 34" East a distance of 280.00 feet to a point; thence (41) North 89° 38' 31" East a distance of 400.00 feet to a point; thence (42) South 00° 44' 11" East a distance of 1,550.76 feet to a point; thence (43) North 89° 21' 29" East a distance of 1,723.28 feet to the point or place of beginning, and all in accordance with a map prepared by Passero Associates, entitled "Environmental Survey – EBPS," Project No. 20060688.0012, Reference Job No. 12-002, (Drawing No. 1 of 1), dated September 15, 2012, revised October 1, 2012.

EXCEPTING from the premises described above Lot No. R-3B of the KPS Resubdivision as shown on a map of such Resubdivision filed in the Monroe County Clerk's Office in Liber 340 of Maps, at pages 54 and 55.

SURVEY

EASTMAN BUSINESS PARK - SOUTH

ENVIRONMENTAL SURVEY - EBPS

Passero Associates
Engineering Surveying
Architecture Planning

Revisions	
1	08 ORDER BY DEVELOPER OF COMM REVIEW
2	07 ORDER BY DEVELOPER OF COMM REVIEW
3	06 ORDER BY DEVELOPER OF COMM REVIEW

Project No.	20060688.0012
Drawn by	S. OF 1
Scale	1" = 100'
Date	SEPT. 15, 2012

LOCATION SKETCH

REFERENCE

1. LIBER 4126 OF DEEDS, PAGE 181
2. LIBER 5395 OF DEEDS, PAGE 6
3. LIBER 3871 OF DEEDS, PAGE 186
4. LIBER 3844 OF DEEDS, PAGE 201
5. LIBER 3848 OF DEEDS, PAGE 2
6. LIBER 4257 OF DEEDS, PAGE 71
7. LIBER 331 OF MAPS PAGE 95
8. LIBER 321 OF MAPS PAGES 56 & 57
9. LIBER 336 OF MAPS PAGE 73
10. LIBER 333 OF MAPS PAGES 2 - 13
11. LIBER 340 OF MAPS PAGES 54 & 55
12. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 173293 AND DATED OCTOBER 11, 1955
13. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 167871 AND DATED MAY 7, 1975
14. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 167872 AND DATED NOVEMBER 24, 1975
15. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 173293 AND DATED JUNE 25, 2012
16. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 173293 AND DATED JUNE 21, 2012
17. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 173295 AND DATED JUNE 21, 2012
18. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 173296 AND DATED JUNE 21, 2012
19. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 173297 AND DATED JUNE 21, 2012
20. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 173298 AND DATED JUNE 21, 2012
21. ABSTRACT OF TITLE PREPARED BY STEWART TITLE INSURANCE COMPANY TITLE NO. 173299 AND DATED JUNE 21, 2012
22. TITLE REPORT BY FIDELITY TITLE INSURANCE COMPANY, TITLE NO. COR-212-15853, DATED JUNE 21, 2012
23. TITLE REPORT BY FIDELITY TITLE INSURANCE COMPANY, TITLE NO. COR-212-15860-(A), REVISION DATE OCTOBER 3, 2012
24. LIBER 2994 OF DEEDS, PAGE 394
25. LIBER 2994 OF DEEDS, PAGE 398
26. LIBER 5087 OF DEEDS, PAGE 494

EASEMENT NOTE

1. 1301 RIDGEWAY AVE. IS SUBJECT TO THE RESTRICTIONS AND COVENANTS AT LIBER 1724 OF DEEDS, PAGE 204.
2. 1391 RIDGEWAY AVE. IS SUBJECT TO THE RESTRICTIONS AND COVENANTS AT LIBER 1724 OF DEEDS, PAGE 204 & LIBER 10398 OF DEEDS, PAGE 204.
3. 1305 RIDGEWAY AVE. IS SUBJECT TO THE RESTRICTIONS AND COVENANTS AT LIBER 1724 OF DEEDS, PAGE 629 & LIBER 10398 OF DEEDS, PAGE 204.
4. 1407 RIDGEWAY AVE. IS SUBJECT TO THE RESTRICTIONS AND COVENANTS AT LIBER 1718 OF DEEDS, PAGE 87.
5. LOT 63-B OF LIBER 340 OF MAPS, PAGE 54 & 55 IS SUBJECT TO RESTRICTIONS AT LIBER 10854 OF DEEDS, PAGE 359.
6. EASTMAN BUSINESS PARK SOUTH IS SUBJECT TO THE AMENDMENT AT LIBER 10854 OF DEEDS, PAGE 303.
7. RESTRICTIVE COVENANTS CONTAINED IN LIBER 1810 OF DEEDS, PAGE 17 MODIFIED OR PARTIAL RELEASE IN LIBER 1848 OF DEEDS, PAGE 159, RPR 1850 OF DEEDS, PAGE 16, LIBER 2452 OF DEEDS, PAGE 217 AND 217, LIBER 2795 OF DEEDS, PAGE 334.
8. COVENANTS OR OBLIGATIONS IN LIBER 1320 OF DEEDS, PAGE 418
9. RESTRICTIVE COVENANTS IN LIBER 958 OF DEEDS, PAGE 355, LIBER 1231 OF DEEDS, PAGE 359, LIBER 1247 OF DEEDS, PAGE 8, LIBER 1231 OF DEEDS, PAGE 361 AND 361, LIBER 996 OF DEEDS, PAGE 291
10. RESTRICTIVE COVENANTS IN LIBER 1172 OF DEEDS, PAGE 342
11. RESTRICTIVE COVENANTS IN LIBER 1021 OF DEEDS, PAGE 314
12. RESTRICTIVE COVENANTS IN LIBER 1053 OF DEEDS, PAGE 405
13. RESTRICTIVE COVENANTS IN LIBER 1329 OF DEEDS, PAGE 44
14. RESTRICTIVE COVENANTS IN LIBER 1022 OF DEEDS, PAGE 50
15. RESTRICTIVE COVENANTS IN LIBER 1023 OF DEEDS, PAGE 8
16. RESTRICTIVE COVENANTS IN LIBER 387 OF DEEDS, PAGE 82

ABBREVIATION TABLE

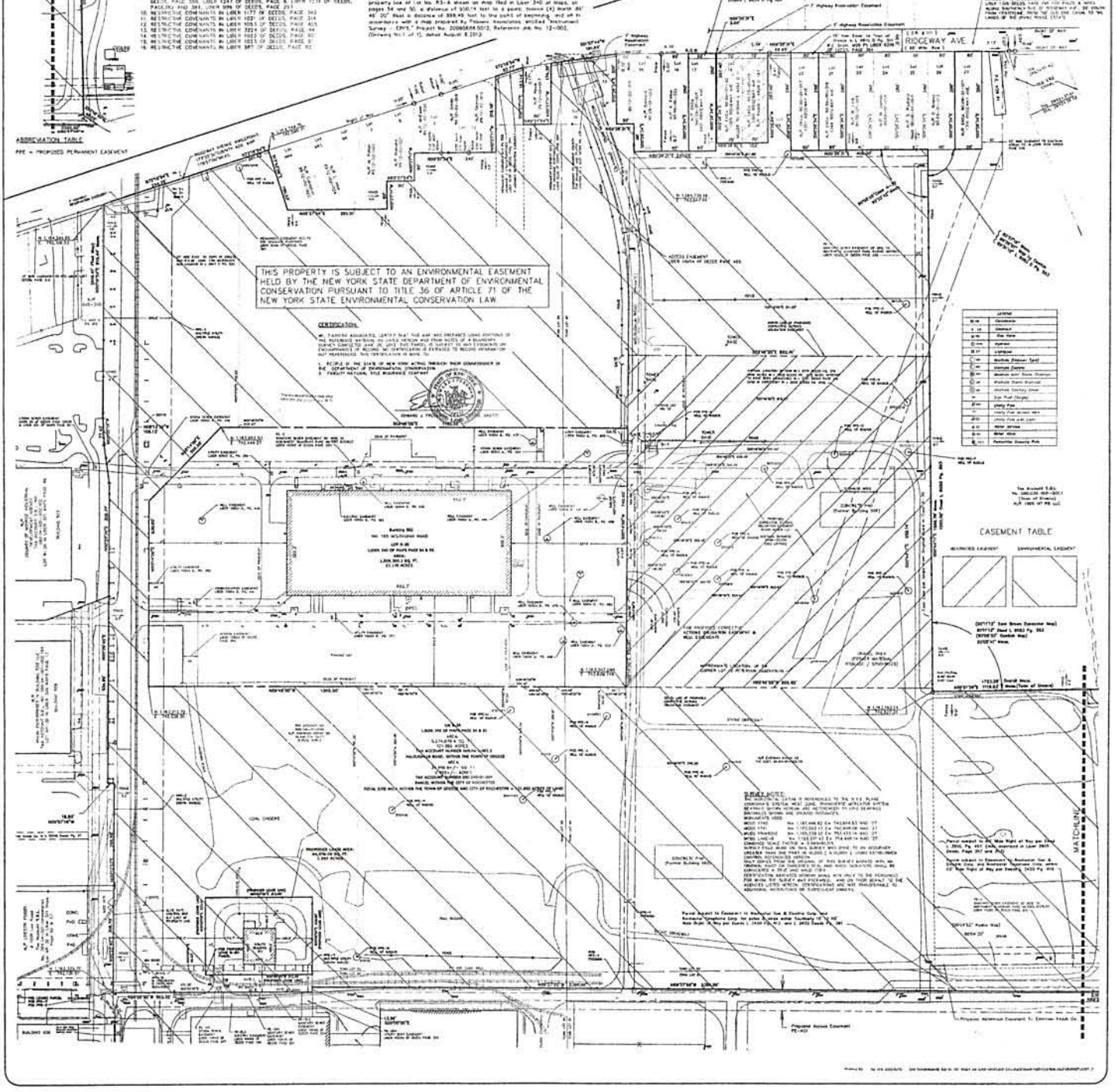
PPE = PROPOSED PERMANENT EASEMENT

ENVIRONMENTAL EASEMENT DESCRIPTION EASTMAN BUSINESS PARK-SOUTH

ALL THAT TRACT OR PARCEL OF LAND, SITUATED IN PART OF TOWN LOT NO. 80 & 86, TOWNSHIP 1, SHORT RANGE, 26,000 ACRE TRACT, CITY OF ROCHESTER AND TOWN OF GREECE, COUNTY OF MONROE, STATE OF NEW YORK, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY RIGHT-OF-WAY OF MT. READ BLVD.(A RIGHT OF WAY OF VARIABLE WIDTH) AT THE NORTHEASTERLY PROPERTY CORNER OF LOT 8-3A OF THE KODAK PARK RE-SUBDIVISION OF LOT 3 AS FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 340 OF MAPS, PAGES 54 AND 55, SAID POINT BEING 582.41 FEET SOUTH OF AND ANGLE POINT IN THE WESTERLY RIGHT-OF-WAY OF MT. READ BLVD., THENCE, (1) SOUTH 00°59'03" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET TO A POINT, SAID POINT BEING THE NORTHEASTERLY PROPERTY CORNER OF LOT 8-3B, FORMERLY J.C. FIBERS, INC.; THENCE, (2)SOUTH 89°21'24" WEST, ALONG SAID NORTHERLY PROPERTY LINE, A DISTANCE OF 1203.85 FEET TO THE NORTHWESTERLY PROPERTY CORNER OF LOT 8-3B OF J.C. FIBERS, INC.; THENCE, (3) SOUTH 00°59'03" EAST, ALONG THE WESTERLY PROPERTY LINE OF SAID J.C. FIBERS, A DISTANCE OF 396.07 FEET TO A POINT; THENCE, (4) SOUTH 57°01'46" EAST, ALONG THE WESTERLY PROPERTY LINE OF SAID J.C. FIBERS, A DISTANCE OF 48.86 FEET TO THE SOUTHWESTERLY PROPERTY CORNER OF SAID J.C. FIBERS; THENCE, (5) NORTH 89°37'55" WEST, ALONG THE NORTHERLY PROPERTY LINE OF LANDS OF HOW OR FORMERLY SOUTH PARK DEVELOPMENT, LLC AND ACQUEST SOUTH PARK, LLC, A DISTANCE OF 2386.66 FEET TO A POINT; THENCE, (6) DUE SOUTH (SOUTH 00°00'00" EAST), A DISTANCE OF 13.56 FEET TO A POINT; THENCE, (7) DUE WEST (NORTH 90°00'00" WEST), A DISTANCE OF 583.33 FEET TO A POINT, SAID POINT BEING THE SOUTHWESTERLY PROPERTY CORNER OF LOT 8-3A; THENCE, (8) NORTH 00°22'40" EAST, A DISTANCE OF 308.70 FEET TO A POINT; THENCE, (9) NORTH 00°12'54" EAST, A DISTANCE OF 296.54 FEET TO A POINT; THENCE, (10) NORTH 89°57'18" WEST, A DISTANCE OF 16.93 FEET TO A POINT; THENCE, (11) NORTH 00°20'45" EAST, A DISTANCE OF 324.93 FEET TO A POINT; THENCE, (12) NORTH 00°25'30" EAST, A DISTANCE OF 225.77 FEET TO A POINT; THENCE, (13) NORTH 00°13'54" WEST, A DISTANCE OF 109.12 FEET TO A POINT; THENCE, (14) NORTH 02°09'18" WEST, A DISTANCE OF 37.43 FEET TO A POINT; THENCE, (15) NORTH 00°14'54" EAST, A MEASURED DISTANCE OF 616.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RIDGEWAY AVENUE (A RIGHT OF WAY OF 66.00-FOOT-WIDE RIGHT-OF-WAY); THENCE, (16) NORTH 71°19'34" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RIDGEWAY AVENUE A DISTANCE OF 244.28 FEET TO A POINT; THENCE, (17) NORTH 72°16'34" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE, A DISTANCE OF 261.43 FEET TO A POINT; THENCE, (18) SOUTH 17°43'26" EAST, A DISTANCE OF 66.55 FEET TO A POINT; THENCE, (19) NORTH 85°37'34" EAST, A DISTANCE OF 285.51 FEET TO A POINT; THENCE, (20) NORTH 00°27'11" WEST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE,

(21) NORTH 89°27'34" EAST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE, (22) NORTH 00°27'11" WEST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE, (23) NORTH 89°27'34" EAST, A DISTANCE OF 240.00 FEET TO A POINT; THENCE, (24) NORTH 00°27'11" WEST, A DISTANCE OF 218.18 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE; THENCE, (25) NORTH 72°16'34" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 83.77 FEET TO A POINT; THENCE, (26) SOUTH 00°27'11" EAST, A DISTANCE OF 183.14 FEET TO A POINT; THENCE, (27) NORTH 89°37'34" EAST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE, (28) NORTH 00°27'11" WEST, A DISTANCE OF 174.38 FEET TO A POINT, IN THE SOUTHERLY RIGHT-OF-WAY OF RIDGEWAY AVENUE; THENCE, (29) NORTH 81°57'34" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.80 FEET TO A POINT; THENCE, (30) SOUTH 00°28'24" EAST, A DISTANCE OF 203.66 FEET TO A POINT; THENCE, (31) NORTH 89°28'37" EAST, A DISTANCE OF 90.00 FEET TO A POINT; THENCE, (32) SOUTH 00°28'24" EAST, A DISTANCE OF 86.00 FEET TO A POINT; THENCE, (33) NORTH 89°28'37" EAST, A DISTANCE OF 240.00 FEET TO A POINT; THENCE, (34) NORTH 00°28'24" WEST, A DISTANCE OF 290.00 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY OF RIDGEWAY AVENUE; THENCE, (35) NORTH 89°28'37" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 3.04 FEET TO A POINT; THENCE, (36) SOUTH 00°28'24" EAST, A DISTANCE OF 257.40 FEET TO A POINT; THENCE, (37) NORTH 89°28'37" EAST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE, (38) NORTH 00°28'24" WEST, A DISTANCE OF 257.40 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE; THENCE, (39) NORTH 89°28'37" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 68.95 FEET TO A POINT; THENCE, (40) SOUTH 00°28'24" EAST, A DISTANCE OF 280.00 FEET TO A POINT; THENCE, (41) NORTH 89°28'37" EAST, A DISTANCE OF 400.00 FEET TO A POINT; THENCE, (42) SOUTH 00°44'11" EAST, A DISTANCE OF 1550.78 FEET TO A POINT; THENCE, (43) NORTH 89°21'29" EAST, A DISTANCE OF 1723.36 FEET TO THE POINT OF BEGINNING AND ALL IN ACCORDANCE WITH A MAP PREPARED BY PASSERO ASSOCIATES, ENTITLED "ENVIRONMENTAL SURVEY - EBPS", PROJECT 20060688.0012, REFERENCE JOB NO. 12-024, DRAWING NO. 1 OF 1 DATED SEPTEMBER 15, 2012, REVISED OCTOBER 1, 2012.

EXCEPTING FROM THE PREMISES DESCRIBED ABOVE LOT 8-3D OF THE KPS RESUBDIVISION AS SHOWN ON A MAP OF SUCH RESUBDIVISION FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 340 OF MAPS, PAGES 54 AND 55.

HORIZONTAL SCALE
0 25 50 100 200
SCALE: 1:100