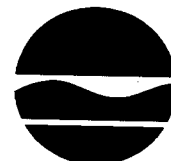


New York State Department of Environmental Conservation
Office of General Counsel, 14th Floor
625 Broadway, Albany, New York 12233-1500
Fax: (518) 402-9018
Website: www.dec.ny.gov



Joe Martens
Commissioner

October 3, 2014

SENT VIA CERTIFIED MAIL – RETURN
RECEIPT REQUESTED

Mr. Daniel K. Mannion, Esq.
Hancock Estabrook, LLP
1500 AXA Tower 1
100 Madison Street
Syracuse, NY 13202

**RE: Environmental Easement
Quanta Resources Corp.
Site No. 734013**

Dear Mr. Mannion:

Enclosed, please find the fully executed Environmental Easement and TP 584 form for the above referenced Site.

Once the Environmental Easement is recorded, the local municipality will need to be notified as well as the Notice to any parties identified as having an interest in the property, as set forth in Schedule "B" of the Title Commitment.

Please return a copy of the recorded easement marked by the County Clerk's Office with the date and location of recording, and a certified copy of the municipal notice. The information from the recorded easement and recorded notices are necessary to process the Certificate of Completion.

If you have any further questions or concerns relating to this matter, please contact our office at 518-402-9510.

Sincerely,

Benjamin Conlon
Associate Attorney & Bureau Chief
Remediation Bureau

Enclosures

cc: B. Burns, Esq., NYSDEC

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

THIS INDENTURE made this 30th day of September, 2014, between Owner(s) Quanta Resources Corporation, having an office at 229 South State Street, County of Kent, State of Delaware (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 2802-10 Lodi Street in the City of Syracuse, County of Onondaga and State of New York, known and designated on the tax map of the County Clerk of Onondaga as tax map parcel numbers: Section 002 Block 01 Lot 8, being the same as that property conveyed to Grantor by deed dated July 29, 1980 and recorded in the Onondaga County Clerk's Office in Liber and Page Liber 2812 page 107 and Liber 2838 page 5. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately .413 +/- acres, and is hereinafter more fully described in the Land Title Survey dated October 31, 2012 and revised on June 11, 2013, June 19, 2013, August 13, 2013, October 31, 2013 and November 5, 2013 prepared by Douglas J. Reith, 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

[2/12]

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 Order on Consent Index Number: D7-0001-07-07, 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:

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

(5) 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;

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

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

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

(9) 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 Residential, Restricted Residential or Commercial purposes as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), 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
Division of Environmental Remediation
NYSDEC
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 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, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) 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;

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

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

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) 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

[2/12]

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: 734013
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
[2/12]

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.

Quanta Resources Corporation:

By: Sherry Schlangel

Print Name: Sherry Schlangel

Title: Pres. Date: 8-14-14

Grantor's Acknowledgment

STATE OF NEW YORK)

) ss:


COUNTY OF WESTCHESTER)

On the 14th day of AUGUST, in the year 20 14, before me, the undersigned, personally appeared SHERRY SCHLANGEL 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.

[Signature]
Notary Public - State of New York

GABRIEL R. CARVALHO
Notary Public, State of New York
Qualified in Westchester County
No. 01CA6272203
My Commission Expires 12-03-2016

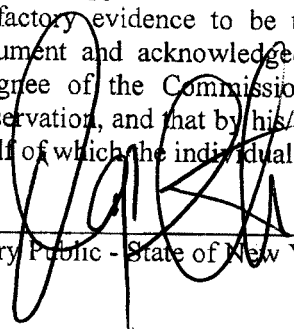
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:  SEP 30 2014
Robert W. Schick, ~~Acting~~ Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 30th day of September, in the year 2014, 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/ executed the same in his/her/ capacity as Designee of the 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, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

PARCEL A:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York and being part of Lot Number Nine in Block Number Twelve of the former Village of Salina, now City of Syracuse, bounded and described as follows: Beginning on Lodi Street at a point ninety-nine (99) feet westerly from the corner of Wolf and Lodi Streets; thence easterly along Lodi Street fifty-one and two-thirds (51-2/3) feet; thence northerly parallel with Wolf Street forty-five and one-fourth (45 ¼) feet; thence westerly parallel with Lodi Street fifty-one and two-thirds (51-2/3) feet thence southerly parallel with Wolf Street to the place of beginning.

EXCEPTING that part thereof sold for railroad purposes and described as follows: Beginning on the division line between lands formerly owned by Patrick Maloney, Anna Burgess and other mentioned at Abstract 8 of a certain search and Abstract of Title of said premises and those formerly owned by Elizur Clark on the east and twenty-four feet northerly from the northerly line of Lodi Street measured on said division line; thence north thirty-four degrees (34°) E. twenty-six (26) feet to corner; thence N. fifty-six degrees (56°) W. forty-one and one-half feet; thence S. twenty degrees thirty minutes (20° 30') E to the place of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being designated as Parcel No. NYF-20C-096 on Railroad Valuation Map No. 500-1220-0-4B-4 and being more particularly bounded and described as follows:

Beginning at a point in the northerly line of Lodi Street, distant 99 feet measured along the northerly line of Lodi Street from the intersection of the northerly line of Lodi Street with the westerly line of Wolf Street; thence North 61° 46' 30" West, a distance of 53.00 feet along the northerly line of Lodi Street to a point on the easterly line of property conveyed to the City of Syracuse as recorded in the Onondaga County Clerk's Office in Book of Deeds 537 at Page 163, said easterly property line being the former Oswego Canal "Blue Line"; thence North 22° 35' 41" West, a distance of 4.20 feet along said easterly line of property of the City of Syracuse and former Oswego Canal "Blue Line" to a point therein; thence North 13° 16' 38" West, a distance of 59.15 feet along aforesaid former "Blue Line" to an angle point therein; thence North 12° 34' 23" West, a distance of 61.85 feet along aforesaid former "Blue Line" to an angle point therein; thence North 5° 58' 18" West, a distance of 125.60 feet along aforesaid former "Blue Line" to the northerly boundary of said Lot No. 1, Block 12; thence South 61° 46' 10" East along the northerly boundary of said Lot No. 1 of Block 12, a distance of 74.93 feet to a point on a curve, said point being distant 15 feet measured southwesterly and radially from the centerline of the near westerly railroad track; thence southerly along a curve to the left having a radius of 342.65 feet, an arc distance of 84.48 feet to a point of compound curvature; thence southerly along a curve to the left having a radius of 1512.65 feet, an arc distance of 122.81 feet to the northerly boundary of lands conveyed by Portland Holding Corporation to Quanta Resources Corporation by deed dated July 29, 1980 and recorded in the Onondaga County Clerk's Office August 1, 1980 in Book 2812 of Deeds at Page 107, said point being 15 feet distant southwesterly and radially from the centerline of the near westerly railroad tract; thence North 61° 46' 30" West along the northerly boundary of lands conveyed to Quanta Resources Corporation, a distance of 7.59 feet to the northwesterly corner thereof; thence South 28° 15' 30" West along the westerly boundary of lands of Quanta Resources Corporation, a distance of 45.25 feet to the point of beginning.

PARCEL C:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of Lot 9 of Block 12 in the City of Syracuse, being designated as Parcel No. NYF-20C-096 on Railroad Valuation Map No. 500-1220-0-4B-4 and being more particularly bounded and described as follows:

BEGINNING at a point in the northerly street line of Lodi Street, said point being located North 61° 46' 30" West, a distance of 37.70 feet as measured along the northerly line of Lodi Street from the intersection of the northerly street line of Lodi Street with the westerly street line of Wolf Street, said point of beginning also being 15 feet distant measured southwesterly and radially from the centerline of the near westerly railroad track; thence North 61° 46' 30" West along the northerly line of Lodi Street, a distance of 9.64 feet to the southeasterly corner of said lands conveyed to Quanta Resources Corporation; thence North 28° 15' 30" East, along the easterly boundary of said lands, a distance of 7.81 feet to a point on a curve, said point being 15 feet distant as measured southwesterly and radially from the

centerline of the near westerly railroad track; thence southerly along a curve to the left having a radius of 1512.65 feet for a distance of 12.40 feet to the point of beginning.

The above described parcels are more recently described by the following perimeter description:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lots 1 and 9, Block 12 in said city and being more particularly described as follows:

Beginning at an iron rod with cap found in the northerly line of Lodi Street, said iron rod with cap being N.61°46'30"W., 37.68 feet from the intersection of the northerly line of said Lodi Street with the westerly line of Wolf Street, said point also being the intersection of the common line between lands now or formerly owned by Quanta Resource Corporation as recorded in the Onondaga County Clerk's Office in Liber of Deeds #2838, Page #06 and lands now or formerly owned by Fred Raynor as recorded in Onondaga County Clerk's Office in Liber of Deeds #4940, Page #33 with the northerly line of said Lodi Street;

Thence N.61°46'30"W., along the northerly line of said Lodi Street a distance of 114.32 feet to an iron rod with cap found for corner in the easterly line of lands now or formerly owned by the City of Syracuse;

Thence N.22°35'41"W., along the easterly line of said City of Syracuse property a distance of 4.20 feet to an iron rod with cap found for corner;

Thence N.13°16'38"W., continuing along the easterly line of said City of Syracuse property a distance of 59.15 feet to an iron rod with cap set for corner;

Thence N.12°34'23"W., continuing along the easterly line of said City of Syracuse property a distance of 61.85 feet to an iron rod with cap found for corner;

Thence N.05°58'18"W., along the easterly line of said City of Syracuse property a distance of 125.60 feet to a point for corner in the southerly line of lands now or formerly owned by Fred Raynor as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4940, Page #33;

Thence S.61°46'10"E., along the southerly line of said Raynor property, a distance of 74.93 feet to an iron rod with cap found for corner in the curving westerly line of said Raynor property, said curve being to the left and having a central angle of 14°07'34", a radius of 342.65 feet and a chord bearing and distance of S.08°36'17"E., 84.27 feet;

Thence along said curve to the left and the westerly line of said Raynor property an arc distance of 84.48 feet to an iron rod with cap set for the beginning of a compound curve to the left having a central angle of 04°39'07", a radius of 1512.65 feet and a chord bearing and distance of S.17°59'38"E., 122.78 feet;

Thence along said curve to the left and the westerly line of said Raynor property an arc distance of 122.82 feet to an iron rod with cap set for corner;

Thence N.61°46'30"W., a distance of 7.61 feet to an iron rod with cap set for corner;

Thence S.39°25'10"E., along the westerly line of said Raynor property, a distance of 55.86 feet to an iron rod with cap found for corner;

Thence S.28°17'38"W., continuing along the westerly line of said Raynor property a distance of 16.18 feet to an iron rod with cap found in the curving westerly line of said Raynor property, said curve being to the left and having a central angle of 00°28'15", a radius of 1512.65 feet and a chord bearing and distance of S.22°44'39"E., 12.43 feet;

Thence along said curve to the left and the westerly line of said Raynor property, an arc distance of 12.43 feet to the point of beginning.



Recording Office Time Stamp

**Real Estate Transfer Tax Return
For Public Utility Companies'
and Governmental Agencies'
Easements and Licenses**

This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is \$500.00 or less.

Name of grantee (public utility company or governmental agency) The Department of Environmental Conservation	Federal employer identification number <i>(if applicable)</i>
Address of grantee 625 Broadway Ave., Albany, New York 12233	Name and telephone number of person to contact Bradford D. Burns (518) 402-9518

Name(s) of Grantor Of Easement or License	Address of Property	Consideration Given For Easement or License
1. Quanta Resources Corporation	2802-10 Lodi Street, Syracuse, NY	\$1.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

Signature of Grantee

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee of the easements and/or licenses above; that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a consideration of five hundred dollars or less and/or the conveyance is being made to a governmental agency.

The Department of Environmental Conservation
Name of grantee

[Handwritten Signature]
 Signature of partner, officer of corporation, governmental official, etc.
 Assoc. Atty.
 Benjamin Conlon, Esq.
 Bureau of Remediation