

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

THIS INDENTURE made this 27th day of February, 2008 between Owner(s) Realco Inc., having a mailing address of P.O. Box 1932, Windermere, Florida 34786-1932, County of Orange, State of Florida (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 201 Spring Street Road and 2A Lincoln Avenue in the City of Watervliet, Town of Colonie, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 44.1 Block 1 Lots 7.1 and 7.2, being a portion of the property conveyed to Grantor by deeds dated August 5, 1999 and February 18, 2000 and recorded in the Albany County Clerk's Office in Liber and Page 2639/66 and 2651/226, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 57.7 +/- acres, and is designated as Parcel 1 on a map entitled "Survey of Lands of Allegheny Ludlum Industries, Inc. for Al Tech Specialty Steel Corporation", made by C.T. Male Associates, P.C. dated August 27, 1976. The Controlled Property description is set forth in and attached hereto in Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 185A Spring Street Road in the City of Watervliet, Town of Colonie, County of Albany and State of New York,

known and designated on the tax map of the County Clerk of Albany as tax map parcel number: Section 44.1 Block 1 Lot 6, being a portion of the property conveyed to Grantor by deed dated August 5, 1999 and recorded in the Albany County Clerk's Office in Liber and Page 2639/66. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.4 +/- acres, and is designated as Parcel 2 on a map entitled "Survey of Lands of Allegheny Ludlum Industries, Inc. for Al Tech Specialty Steel Corporation", made by C.T. Male Associates, P.C. dated August 27, 1976. The Controlled Property description is set forth in and attached hereto in Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 180 Spring Street Road in the City of Watervliet, Town of Colonie, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel number: Section 44.1 Block 1 Lot 2, being a portion of the property conveyed to Grantor by deed dated August 5, 1999 and recorded in the Albany County Clerk's Office in Liber and Page 2639/66. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 32.951 +/- acres, and consists of a portion of the property designated as Parcel 4 on a map entitled "Survey of Lands of Allegheny Ludlum Industries, Inc. for Al Tech Specialty Steel Corporation", made by C.T. Male Associates, P.C. dated August 27, 1976. The Controlled Property description is set forth in and attached hereto in Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 185A Spring Street Road in the City of Watervliet, Town of Colonie, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel number: Section 44.1 Block 1 Lot 8, being a portion of the property conveyed to Grantor by deed dated August 5, 1999 and recorded in the Albany County Clerk's Office in Liber and Page 2639/66. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 10.0 +/- acres, and is designated as Parcel 5 on a map entitled "Survey of Lands of Allegheny Ludlum Industries, Inc. for Al Tech Specialty Steel Corporation", made by C.T. Male Associates, P.C. dated August 27, 1976. The Controlled Property description is set forth in and attached hereto in 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 Order on Consent Index Number: A9-0393-9907, 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) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Albany 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 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, at such time as NYSDEC may require, 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 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: 401003
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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

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

Realco Inc.:

By: 

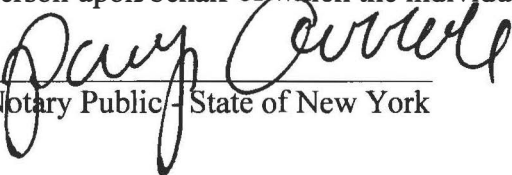
Print Name: YONG JIN PARK

Title: PRESIDENT Date: 2/26/18

Grantor's Acknowledgment

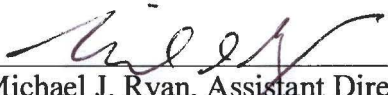
STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 26th day of February, in the year 20 18, before me, the undersigned, personally appeared Yong Jin Park, 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



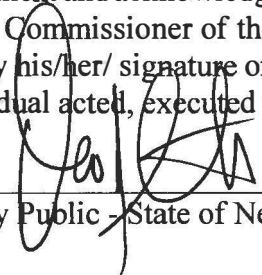
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Assistant Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 27th day of February, in the year 2018, before me, the undersigned, personally appeared Michael J. Ryan, 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

201 Spring Street Road, SBL # 44.1-1-7.1 and 2A Lincoln Avenue, SBL # 44.1-1-7.2

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Colonie, Albany County, New York, lying northwesterly of Lincoln Avenue in part and land now or formerly of The Delaware and Hudson Railway Company, in part, and southwesterly of Spring Street, designated as Parcel 1 on a map entitled "Survey of Lands of Allegheny Ludlum Industries, Inc. for Al Tech Specialty Steel Corporation", made by C.T. Male Associates, P.C. dated August 27, 1976 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the southwesterly margin of Spring Street with the northwesterly margin of Lincoln Avenue and runs thence from said point of beginning along said northwesterly margin of Lincoln Avenue, south 29° 42' 00" west, 150.00 feet to a point; thence along the northwesterly margin of Lincoln Avenue, in part, south 29° 42' 00" west, 1,302.80 feet to a point; thence along the aforementioned lands now or formerly of The Delaware and Hudson Railway Company the following four courses: (1) south 59° 30' 00" east, 75.00 feet to a point; (2) south 29° 42' 00" west, 257.50 feet to a point; (3) north 61° 10' 00" west, 34.00 feet to a point; and (4) south 29° 42' 00" west, 742.60 feet to a point, said point being the point of intersection of the common line of the lands of Allegheny Ludlum Industries, Inc., on the northeast and lands now or formerly of Niagara Mohawk Power Corporation on the southwest with the northwesterly line of lands now or formerly of The Delaware and Hudson Railway Company; thence along said lands now or formerly of Niagara Mohawk Power Corporation the following three courses: (1) north 25° 35' 00" west, 925.65 feet to a point; (2) north 07° 36' 00" west, 1,099.98 feet to a point; and (3) north 21° 48' 00" east, 401.71 feet to a point on the southeasterly margin of Spring Street; thence along the southeasterly, southerly and southwesterly margin of Spring Street the following six courses: (1) north 66° 40' 40" east, 197.22 feet to a point; (2) north 61° 24' 00" east, 522.58 feet to a point; (3) north 79° 04' 40" east, 78.51 feet to a point; (4) south 82° 13' 40" east, 38.26 feet to a point; (5) south 63° 17' 50" east, 22.86 feet to a point; and (6) south 59° 24' 50" east, 905.64 feet to the point or place of beginning, containing 57.7 acres of land more or less.

185A Spring Street Road, SBL # 44.1-1-6

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Colonie, Albany County, New York, lying southwesterly of lands now or formerly of Niagara Mohawk Power Corporation and northeasterly of the lands now or formally of Albany Cemetery Association, being designated as Parcel 2 on a map entitled "Survey of Lands of Allegheny Ludlum Industries, Inc. for Al Tech Specialty Steel Corporation", made by C.T. Male Associates, P.C. dated August 27, 1976 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the common line of lands now or formerly of Albany Cemetery Association on the southwest and lands of Allegheny Ludlum Industries, Inc. on the northeast with the northwesterly line of lands now or formerly of Niagara Mohawk Power Corporation and runs thence from said point of beginning along said common line, north 64° 47' 50" west, 475.46 feet to a point; thence along the lands now or formerly of Albany Rural Cemetery north 17° 31' 30" east, 439.86 feet to a point; thence along the aforementioned lands

now or formerly of Niagara Mohawk Power Corporation, south 25° 35' 00" east, 689.52 feet to the point or place of beginning, containing 2.4 acres of land more or less.

120 Spring Street Road, SBL # 44.1-1-2

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Colonie, Albany County, New York, lying northerly of Spring Street, westerly of the lands now or formerly of Niagara Mohawk Power Corporation, designated as Parcel 4 on a map entitled "Survey of Lands of Allegheny Ludlum Industries, Inc. for AI Tech Specialty Steel Corporation", made by C.T. Male Associates, P.C. dated August 27, 1976 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the common line of lands now or formerly of Bearoff Metallurgical, Inc. on the east and lands of Allegheny Ludlum Industries, Inc. on the west with the northerly margin of Spring Street and runs thence from said point of beginning along said northerly margin the following 2 courses: (1) north 69° 33' 10" west, 361.81 feet to a point; and (2) north 70° 10' 30" west, 847.44 feet to a point; thence along the lands now or formerly of St. Agnes Cemetery the following 4 courses: (1) north 16° 17' 50" east, 871.24 feet to a point; (2) south 68° 12' 00" east, 616.89 feet to a point; (3) north 17° 35' 10" east, 979.86 feet to a point; and (4) south 73° 06' 40" east, 459.93 feet to a point in the centerline of the Kromma Kill at its intersection with the common line of lands now or formerly of Bonded Concrete, Inc. on the east and lands now or formerly of St. Agnes Cemetery on the west; thence generally southeasterly along said centerline of the Kromma Kill as it winds and turns about 1149 feet to a point on the westerly line of lands now or formerly of Niagara Mohawk Power Corporation the following two courses: (1) south 21° 48' 00" west, 544.63 feet to a point; and (2) south 40° 56' 00" west, 233.90 feet to a point; thence along the aforementioned lands now or formerly of Bearoff Metallurgical, Inc. the following 2 courses: (1) north 68° 15' 20" west, 545.63 feet to a point; and (2) south 16° 17' 30" west, 834.45 feet to the point or place of beginning.

EXCEPTING all that certain tract, piece or parcel of land situate in the Town of Colonie, County of Albany, State of New York, lying Northerly of Spring Street, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Northerly road boundary of Spring Street with the common division line between the lands now or formerly of Realco Inc. as described in Book 2639 of Deeds at Page 66 on the East and Lot 13 Shelborne Drive lands now or formerly of Joan F. Van Patten and Wendy S. Van Patten-Horn as described in Book 2686 of Deeds at Page 892, Lot 12 Shelborne Drive lands now or formerly of Riza Haxhillari and Erikilda Haxhillari as described in Book 3037 of Deeds at Page 1039, Lot 3 Harvester Court lands now or formerly of Pinka Chatterji Kaushik Bagchi as described in Book 2931 of Deeds at Page 217 and Lot 5 Harvester Court lands now or formerly of Albert E. Hannoush and Mirvatte Hannoush as described in Book 2937 of Deeds at Page 491 as shown on a map entitled "Schuyler Landing," Town of Colonie, Albany County, New York, prepared by Smith and Mahoney, P.C., dated August 11, 1989, last revised by L. Sipperly and Associates on March 22, 1999 and filed in the Albany County Clerk's Office on May 27, 1999 in Drawer 172 as Map No. 10738 on the West and runs thence from said point of beginning along said common division line North 16 deg. 17 min. 50 sec. East 871.24 feet to its point of intersection with the common division line between the said lands now or formerly of Realco Inc. on the South and Lot 7 Guilder Court lands now or formerly of Robert J. Koshgarian and Grace G. Koshgarian (LE) as described in Book 2732 of Deeds at Page 776, Lot 9 Guilder Court lands now or formerly of Balakrishnan Ramanujam and

Tharageswari Kothandaraman as described in Book 3033 of Deeds at Page 185, Lot 11 Guilder Court lands now or formerly of George H. Weissman and Barbara A. Downs as described in Book 3153 of Deeds at Page 612 and lands now or formerly of the East Hill Homeowners Association Inc. as described in Book 2702 of Deeds at Page 440 as shown on the above referenced map of Schuyler Landing on the North; thence South 68 deg. 12 min. 00 sec. East along the last mentioned common division line 616.89 feet to its point of intersection with the division line between the said lands now or formerly of Realco Inc. on the East and the said lands now or formerly of East Hill Home Owners Association Inc. on the West; thence North 17 deg. 35 min. 10 sec. East along the last mentioned division line 20.05 feet to a point; thence through the said lands now or formerly of Realco Inc. the following seven (7) courses: 1) South 68 deg. 12 min. 00 sec. East 188.24 feet to a point; 2) South 41 deg. 10 min. 08 sec. East 4.63 feet to a point; 3) South 05 deg. 09 min. 40 sec. East 197.25 feet to a point ; 4) South 16 deg. 49 min. 24 sec. East 79.65 feet to a point; 5) South 11 deg. 25 min. 35 sec. East 128.62 feet to a point; 6) South 01 deg. 02 min. 15 sec. West 118.90 feet to a point; and 7) South 17 deg. 07 min. 48 sec. West 396.61 feet to a point on the above mentioned Northerly road boundary of Spring Street; thence along said Northerly road boundary of Spring Street the following two (2) courses: 1) North 69 deg. 33 min. 10 sec. West 161.41 feet to a point; and 2) North 70 deg. 10 min. 30 sec. West 847.44 feet to the point or place of beginning.

Containing 32.951 acres of land more or less.

180 Spring Street, SBL # 44.1-1-8

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Colonie, Albany County, New York, lying northerly of Spring Street, and easterly of lands now or formerly of Niagara Mohawk Power Corporation, designated as Parcel 5 on a map entitled "Survey of Lands of Allegheny Ludlum Industries, Inc. for Al Tech Specialty Steel Corporation", made by C.T. Male Associates, P.C. dated August 27, 1976 and being more particularly bounded and described as follows:

BEGINNING at a point of intersection of lands now or formerly of F. and C. Cherny on the southeast and the lands of Allegheny Ludlum Industries, Inc. on the northwest with the northerly margin of Spring Street and runs thence from said point of beginning along said margin of Spring Street, the following two courses: (1) south 79° 04' 40" west, 103.85 feet to a point; and (2) south 61° 24' 00" west, 397.43 feet to a point; thence along the lands now or formerly of Niagara Mohawk Power Corporation the following 2 courses: (1) south 88° 57' 20" west, 201.50 feet to a point; and (2) north 21° 48' 00" east, 1,269.14 feet to a point in the centerline of the Kromma Kill; thence generally southeasterly along said centerline of the Kromma Kill as it winds and turns about 1,326 feet to a point; thence along the aforementioned lands now or formerly of F. and C. Cherny, south 41° 56' 30" west, 283.72 feet to the point or place of beginning, containing 10.0 acres of land more or less.