

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

THIS INDENTURE made this 28th day of November, 2016, between Owner(s) Eastman Kodak Company, having an office at 343 State Street, Rochester, New York 14650, County of Monroe, State of 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 known as Eastman Business Park - West located in the City of Rochester, County of Monroe and State of New York, which consists of 2 tax lots, a list of the parcels by mailing address and section, block lot number is attached hereto as Schedule "A", being a portion of the property conveyed to Grantor by various deeds recorded in the Monroe County Clerk's Office, a list of the source deeds by date and recording information is attached hereto as Schedule "B". The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 74.029 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June, 2015 and last revised November 18, 2015 prepared by Robert A. Vento, L.L.S. of Passero Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule "C"; 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: CO8-2011-10022, 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 as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and 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 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 Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), 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: 828074
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.

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

Eastman Kodak Company:

CR
By: A. Richard Szembrot

Print Name: A. Richard Szembrot

Title: Manager Health, Safety Date: November 17, 2016
and Environment

Grantor's Acknowledgment

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

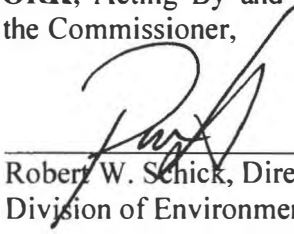
On the 17 day of November, in the year 20 16, before me, the undersigned, personally appeared A. Richard Szembrot, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Kath A. Gomes
Notary Public - State of New York

KATHLEEN A. GOMES
Notary Public, Reg #5017747
State of New York, Monroe County
My Commission Expires September 2017

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 W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 28th day of November, in the year 2016 before me, the undersigned, personally appeared Robert W. 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" PARCEL ADDRESSES AND TAX LOT INFORMATION

Eastman Business Park – West
City of Rochester

| <u>Property Address</u> | <u>Tax Map No.</u> |
|--------------------------------|---------------------------|
| 725 W. Ridge Road | 090.25-1-1/EBPK |
| 773 W. Ridge Road | 090.24-1-1 |

SCHEDULE "B" DEED INFORMATION

EBP-W

Schedule of Source Deeds

- A) Warranty Deed dated 12-2-1912 and recorded 12-2-1912 in Liber 886 of Deeds, Page 284.
- B) Warranty Deed dated 11-25-1912 and recorded 11-25-1912 in Liber 901 of Deeds, Page 307.
- C) Warranty Deed dated 8-8-1919 and recorded 8-8-1919 in Liber 1061 of Deeds, Page 337.
- D) Warranty Deed dated 8-9-1919 and recorded 8-11-1919 in Liber 1063 of Deeds, Page 275.
- E) Warranty Deed dated 9-12-1924 and recorded 9-12-1924 in Liber 1287 of Deeds, Page 278.
- F) Trustee's Deed dated 7-11-1952 and recorded 7-15-1952 in Liber 2765 of Deeds, Page 153.
- G) Warranty Deed dated 6-10-1930 and recorded 6-10-1930 in Liber 1549 of Deeds, Page 39.
- H) Deed dated 9-11-1936 and recorded 9-11-1936 in Liber 1779 of Deeds, Page 332.
- I) Deed dated 12-1-1947 and recorded 12-12-1947 in Liber 2448 of Deeds, Page 82.
- J) Warranty Deed dated 9-9-1954 and recorded 9-17-1954 in Liber 2921 of Deeds, Page 211.
- K) Warranty Deed dated 10-29-1954 and recorded 10-29-1954 in Liber 2929 of Deeds, Page 277.
- L) Warranty Deed dated 11-12-1954 and recorded 11-12-1954 in Liber 2931 of Deeds, Page 459.
- M) Warranty Deed dated 10-4-1956 and recorded 10-4-1956 in Liber 3061 of Deeds, Page 249.
- N) Executor's Deed dated 4-24-1959 and recorded 4-24-1959 in Liber 3204 of Deeds, Page 106.
- O) City of Rochester Ordinance No. 1939-158.
- P) City of Rochester Ordinance No. 1941-379.
- Q) City of Rochester Ordinance No. 1960-141.
- R) Grant and Release Deed dated August 15, 1980 and recorded February 15, 1981 in Liber 5930 of Deeds, Page 158.

SCHEDULE "C" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT

EBP-W-1

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ROCHESTER, COUNTY OF MONROE AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DEWEY AVENUE, (100 FOOT WIDE RIGHT-OF-WAY) AT ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF DE NEVE STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE,

1. SOUTH 89° 24' 18" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DE NEVE STREET, A DISTANCE OF 129.30 FEET TO THE WESTERLY LINE OF DE NEVE STREET, BEING THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, (PORTION OF DE NEVE STREET CLOSED PER ORDINANCE NO. 60-141); THENCE,
2. SOUTH 00° 04' 05" WEST, ALONG THE EASTERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 150.00 FEET TO THE SOUTHEASTERLY CORNER OF LANDS OF EASTMAN KODAK COMPANY; THENCE,
3. SOUTH 89° 24' 18" WEST, ALONG THE SOUTHERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 2466.30 FEET TO THE SOUTHWESTERLY CORNER OF LANDS OF EASTMAN KODAK COMPANY AT THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF NEW YORK CENTRAL LINES, LLC; THENCE,

NORTHERLY, ALONG THE WESTERLY LINE OF LANDS OF EASTMAN KODAK COMPANY ON THE EAST, AND LANDS OF NEW YORK CENTRAL LINES, LLC ON THE WEST, THE FOLLOWING EIGHT (8) COURSES:

4. NORTH 00° 32' 30" WEST, A DISTANCE OF 149.99 FEET TO A POINT; THENCE,
5. NORTH 00° 30' 25" WEST, A DISTANCE OF 23.39 FEET TO A POINT; THENCE,
6. SOUTH 89° 29' 35" WEST, A DISTANCE OF 32.73 FEET TO A POINT; THENCE,
7. NORTH 00° 27' 51" WEST, A DISTANCE OF 305.09 FEET TO A POINT OF CURVATURE; THENCE,
8. NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1852.00 FEET AND A CENTRAL ANGLE OF 17° 58' 53", AN ARC DISTANCE OF 581.22 FEET TO A POINT; THENCE,
9. SOUTH 72° 28' 22" EAST, A DISTANCE OF 17.58 FEET TO A POINT; THENCE,

10. NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1858.03 FEET AND A CENTRAL ANGLE OF 09° 30' 09", AN ARC DISTANCE OF 308.16 FEET TO A POINT OF TANGENCY; THENCE,
11. NORTH 26° 49' 35" EAST, A DISTANCE OF 344.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD, NEW YORK STATE ROUTE 104, (99 FOOT RIGHT-OF-WAY); THENCE,
12. SOUTH 81° 48' 42" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 802.38 FEET TO AN ANGLE POINT; THENCE,
13. SOUTH 77° 00' 07" EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD, A DISTANCE OF 58.23 FEET TO A SECOND ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE,
14. SOUTH 71° 52' 54" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 80.34 FEET TO A THIRD ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE,
15. SOUTH 66° 02' 09" EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD A DISTANCE OF 592.32 FEET TO A FOURTH ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE,
16. SOUTH 62° 32' 18" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 122.79 FEET TO A POINT ON THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY ON THE WEST AND LANDS NOW OR FORMERLY OF 535 WEST RIDGE ASSOCIATES, LLC ON THE EAST; THENCE,
17. SOUTH 27° 07' 08" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 74.39 FEET TO AN ANGLE POINT IN SAID LINE; THENCE,
18. SOUTH 00° 30' 00" EAST, CONTINUING ALONG THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY AND LANDS OF 535 WEST RIDGE ASSOCIATES, LLC, A DISTANCE OF 109.49 FEET TO A POINT, BEING THE SOUTHWESTERLY CORNER OF LANDS OF 535 WEST RIDGE ROAD, LLC; THENCE,
19. SOUTH 62° 32' 16" EAST, ALONG THE SOUTHERLY LINE OF LANDS OF 535 WEST RIDGE ASSOCIATES, LLC, BEING THE NORTHERLY LINE OF EASTMAN KODAK COMPANY, A DISTANCE OF 145.24 FEET TO A POINT; THENCE,
20. SOUTH 60° 42' 16" EAST, CONTINUING ALONG THE NORTHERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 99.58 FEET TO A POINT; THENCE,

21. SOUTH 27° 36' 59" WEST, ALONG THE EASTERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, BEING THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF MICHAEL J. KOST, A DISTANCE OF 78.33 FEET A POINT; THENCE,
22. SOUTH 59° 39' 11" EAST, ALONG THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, A DISTANCE OF 572.24 FEET TO A POINT; THENCE,
23. SOUTH 89° 55' 51" EAST, CONTINUING ALONG THE NORTHERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 41.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DEWEY AVENUE; THENCE,
24. SOUTH 00° 04' 03" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF DEWEY AVENUE, A DISTANCE OF 361.67 FEET TO THE POINT OF BEGINNING, CONTAINING 3,224,688 SQUARE FEET OR 74.029 ACRES OF LAND, MORE OR LESS.