

## **ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT**

**THIS AGREEMENT**, dated as of January 1, 2017 is given by **BDL, LLC**, a limited liability company duly formed and validly existing under the laws of the State of New York with offices at 1126 River Road, New Windsor 12553 (the "Company"), and the persons, firms or corporations, if any, identified as Indemnitors at the end of this Agreement (collectively "Indemnitors"), to the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency").

### **RECITALS**

**WHEREAS**, the Company is the owner of, or is acquiring title to or other interest in, certain real property located at 1116 and 1126 River Road in the Town of New Windsor, Orange County, New York, and described more fully in **Schedule "A"** attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, the Company is requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in an aggregate approximately 21.3-acre parcel of land (being more particularly described as TMID No. 9-1-97 and 9-1-96.1) located at 1116 and 1126 River Road in the Town of New Windsor, Orange County, New York (the "Land") and the existing improvements located thereon consisting principally of an approximately 147,698 square-foot building (the "Existing Improvements"), (ii) the renovation, rehabilitation and upgrading of the Existing Improvements (the "Improvements"); and (iii) the acquisition and installation in and around the Existing Improvements and the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); all to accommodate the Company's expanding business of design, development, assembly, testing and distribution of state-of-the-art LED lighting; and

**WHEREAS**, the Company has requested that the Agency provide financial assistance (the "Financial Assistance") to the Company to undertake the Project in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, renovation and equipping of the Project, (b) a partial real property tax abatement through a certain Tax Agreement between the Agency and the Company, dated as of January 1, 2017 and (c) an exemption from the mortgage recording tax; and

**WHEREAS**, in furtherance of the Financial Assistance, the Agency has been asked to take title to or a leasehold interest in the Premises and to lease the Premises back to the Company; however, any leasehold or title interest in the Premises shall be for the sole purpose of the Agency conferring certain financial assistance in its sovereign and/or municipal capacity and such ownership or other interest undertaken by the Agency shall not include the right, authority or potential for the Agency to control operations on or at the Premises, nor shall (or has) the Agency participate in the management or participate in the development of the Premises; and

**WHEREAS**, the Agency is unwilling to take title to or a leasehold interest in the Premises even in the limited capacity defined above, or to otherwise consummate the Financial Assistance unless the Company and the Indemnitors execute and deliver this Agreement to the Agency.

**NOW, THEREFORE**, in consideration of the foregoing and to induce the Agency to accept a leasehold interest in the Premises in the limited capacity as set forth above, and to consummate the Financial Assistance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Indemnitors hereby covenant and agree with the Agency as follows:

1. **DEFINITIONS**. All capitalized terms used in this Agreement and not heretofore defined shall have the meanings set forth below.

(a) **Environment** means any water or water vapor, any land, including land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

(b) **Environmental Laws** mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(c) **Environmental Permits** mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and/or operation of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Premises.

(d) **Hazardous Substance** means any substance (i) the presence of which requires investigation or remediation under any Environmental Law; or (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", "toxic substance", pollutant or contaminant under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.) as amended and/or the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.) and/or the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and/or Articles 15 or 27 of the New York State Environmental Conservation Law, or any other applicable Environmental Law or any regulations promulgated under any of the foregoing; or (iii) which is toxic (including, but not limited to, toxic mold), explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of New York or any political subdivision thereof; or (iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or (v) which contains gasoline, diesel fuel or other petroleum

hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

(e) Improvements mean any buildings, structures and other improvements (if any) presently or hereafter located on the Premises.

(f) Indemnatee means the Agency, its successors and assigns, and their respective officers, directors, employees, agents, representatives, contractors and subcontractors.

(g) Release has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), and the regulations promulgated thereunder.

2. REPRESENTATIONS AND WARRANTIES: The Company represents and warrants to the Agency that to the best of the Company's knowledge, information and belief:

(a) The premises has been subject of a Brownfield Cleanup Program, under which remediation cleanup has been performed to the satisfaction of the New York State Department of Environmental Conservation. A Certificate of Completion has been issued to the Company under which an Environmental Easement has been granted pursuant to ECL Article 71, Title 36 with certain restrictions on use and other controls all as contained in said Environmental Easement and set forth in the Certificate of Completion annexed hereto and made a part hereof as Exhibit "\_\_\_".

(b) There are no underground storage tanks located on the premises. There is one (1) above ground storage tank to assist with an on-site emergency generator. This tank is registered with the NYS DEC as a 1,500 gallon tank. Owner has or will comply with all relevant and necessary regulations and requirements associated with such a tank.

(c) All Environmental permits necessary for the acquisition, construction, equipping use or operation of the Premises have been issued, or have been submitted for review and approval. There are no known violations on the site.

(d) No event has occurred with respect to the Premises which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Law or non-compliance with any Environmental Permit, except as set forth in paragraph 2(a) herein

(e) There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Premises which require any change in the present condition of the Premises or any work, repairs, construction, containment, clean-up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Premises.

(f) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Environmental Law or non-compliance

or alleged non-compliance with any Environmental Permit, (ii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises or (iii) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof.

3. COVENANTS OF COMPANY: The Company covenants and agrees with the Agency as follows:

(a) The Company shall keep, and shall cause all operators, tenants, subtenants, licensees and occupants of the Premises to keep, the Premises free of all Hazardous Substances and shall not cause or permit the Premises or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substances.

(b) The Company shall comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Premises to comply with, all applicable Environmental Laws, and shall obtain and comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Premises to obtain and comply with, all Environmental Permits.

(c) The Company shall not cause or permit any change to be made in the present or intended use of the Premises which would (i) involve the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or the use of the Premises as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, except solely in regards to the storage of petroleum or petroleum based products, such use is permitted by law and all relevant permits, registrations and/or certificates are obtained and maintained by the Company for such storage, (ii) violate any applicable Environmental Law, (iii) constitute non-compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance.

(d) The Company shall promptly provide the Agency with a copy of all notifications which the Company gives or receives with respect to any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises.

(e) The Company shall undertake and complete all investigations, studies, sampling and testing and all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the Premises in accordance with all applicable Environmental Laws and all Environmental Permits.

(f) The Company shall at all times allow the Agency and its officers, employees, agents, representatives, contractors and subcontractors reasonable access to the Premises for the purposes of ascertaining site conditions, including, but not limited to, subsurface conditions.

(g) If at any time the Agency obtains any evidence or information which suggests that potential environmental problems may exist at the Premises, the Agency may require that a full or

supplemental environmental inspection and audit report with respect to the Premises of a scope and level of detail satisfactory to the Agency be prepared by an environmental engineer or other qualified person acceptable to the Agency, at the Company's expense. Said audit may include a physical inspection of the Premises, a visual inspection of any property adjacent to or within the immediate vicinity of the Premises, personnel interviews and a review of all Environmental Permits. If the Agency requires, such inspection shall also include a records search and/or subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and other remedial actions, using methods recommended by the engineer or other person who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities.

(h) Attached hereto as Schedule "C" is a complete list of all

Environmental Permits presently required for the ownership, use or operation of the Premises and the businesses located thereon. The Company agrees to notify the Agency of any additions, deletions, or modifications of any Environmental Permits and the list thereof. Upon written request of the Agency, the Company shall furnish true and complete copies of all Environmental Permits.

4. INDEMNIFICATION PROVISIONS: The Company and the Indemnitors hereby jointly and severally covenant and agree, at their sole cost and expense, to indemnify, protect, defend, and save harmless each and every Indemnitee from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees for attorneys and experts selected by the Indemnitee, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any Indemnitee relating to, resulting from or arising out of (a) the use of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, (b) the presence or claimed presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, (c) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, (d) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof, (e) a violation of any applicable Environmental Law, (f) non-compliance with any Environmental Permit, (g) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Company in this Agreement, and (h) the designation by the New York State Department of Environmental Conservation, the United States Environmental Protection Agency or any other governmental authority of the Agency as a party responsible or potentially responsible for the remediation of any condition on the Premises (collectively, the "Indemnified Matters").

The liability of the Company and the Indemnitors to each Indemnitee hereunder shall be perpetual and shall survive, and shall in no way be limited, abridged, impaired or otherwise affected, by (i) any amendment or modification of any of the documents (a) entered into in connection with any prospective indebtedness associated with the Premises as approved by the Agency (the "Loan Documents") or (b) otherwise entered into in connection with the Financial Assistance (the "Agency Documents") by or for the benefit of the Agency, any lender, or any subsequent owner of the Premises, (ii) any extensions of time for payment or performance required by any of the Loan Documents or the Agency Documents, (iii) the release of the Company, any Indemnitor, any guarantor of any of the indebtedness associated with the Financial Assistance, or any other person, from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents, the Agency Documents or this Agreement by operation of law, the lender's or Agency's voluntary act or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Loan Documents or the Agency Documents, (v) any exculpatory provision contained in any of the Loan Documents or the Agency Documents limiting the lender's or the Agency's recourse to property encumbered by a mortgage or to any other security, (vi) any applicable statute of limitations, (vii) any investigation or inquiry conducted by or on the behalf of the Agency or any other Indemnitee or any information which the Agency or any other Indemnitee may have or obtain with respect to the environmental or ecological condition of the Premises, (viii) the sale or assignment of any indebtedness associated with the Financial Assistance or the foreclosure of any mortgage, (ix) the sale, transfer or conveyance of all or part of the Premises, (x) the dissolution or liquidation of the Company, (xi) the death or legal incapacity of any Indemnitor, (xii) the release or discharge, in whole or in part, of the Company or any Indemnitor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, (xiii) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under any bond, note or mortgage entered into in connection with the Financial Assistance or of any Indemnitor under this Agreement, (xiv) the expiration or termination of any lease between the Agency and the Company or any other person with respect to the Financial Assistance (the "Lease"), or (xv) the reconveyance of title to the Premises by the Agency to the Company or any other person, whether in accordance with the terms of the Lease, by foreclosure or deed in lieu of foreclosure, sale or otherwise.

The indemnification agreement contained herein is wholly independent of and in addition to any indemnification agreement heretofore given to the Agency or any other Indemnitee, as part of the application process for the Financial Assistance or otherwise.

5. AGENCY'S LIMITED ROLE: Under no circumstances shall the Agency's limited involvement herein be deemed to be (because it is not) participating in the management or participating in the development of the Premises as those terms are used in N.Y. Environmental Conservation Law ("ECL") Section 27-1323. The Agency's limited involvement herein resulted from its acquiring a nominal interest in the Premises in the exercise of its statutory purposes and for no other reason, and such acquisition was undertaken under circumstances where it amounts to an involuntary acquisition as that term is defined under ECL Section 27-1323.

6. GOVERNING LAW: This Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of New York.

7. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

8. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the Company, its successors and assigns, all subsequent owners of the Premises, the Indemnitors and their respective successors, assigns, executors, administrators, legal representatives, distributees and fiduciaries and shall inure to the benefit of each Indemnatee.

9. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY CAUSE OF ACTION DIRECTLY OR INDIRECTLY INVOLVING THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT OR THE PREMISES, OR ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[Signature Page to Environmental Compliance Agreement]

IN WITNESS WHEREOF, the Company and the Indemnitors (if any) have caused this Agreement to be duly executed as of the day and year first above written.

COMPANY:

BDL, LLC

By: 

Bonnie L. Gatof, Member

INDEMNITOR:

ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_

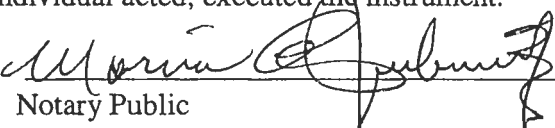
Laurie Villasuso, Chief Operating Officer  
and Executive Vice President

STATE OF NEW YORK )

COUNTY OF ORANGE ) SS.:

On the \_\_\_\_ day of January in the year 2017, before me, the undersigned, personally appeared **Bonnie L. Gatof**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MARCIA A. JACOBOWITZ  
Notary Public, State of New York  
No. 4877911  
Qualified in Orange County  
Commission Expires Nov. 3, 2018

  
Notary Public

STATE OF NEW YORK )

COUNTY OF ORANGE ) SS.:

On the \_\_\_\_ day of January in the year 2017, before me, the undersigned, personally appeared **Laurie Villasuso**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, 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



## Schedule A

### Legal Description of Premises

**Parcel I.** All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, known as 1126 River Road in the Town of New Windsor, identified on the Tax Map of the Town of New Windsor as S-B-L 9-1-96.1, and more fully described in filed map Es River Road Map 84-94.

**Parcel II.** ALL that certain plot, piece, or parcel of land, with buildings and improvements thereon erected, situate, lying, and being in the Town of New Windsor, County of Orange, and State of New York, bounded and described as follows:

#### PARCEL EAST OF RIVER ROAD AND WEST OF RAILROAD

**BEGINNING** at a rebar set on the easterly side of River Road, said point also being the southwesterly corner of lands reputedly of Lighttron of Cornwall and the northwesterly corner of a parcel conveyed from Lighttron to Affron (Liber 1770, page 924), thence from said point of beginning and along said Lands of Lighttron S 61° 57' 00" E 164.97 feet to a spike set over a pipe found buried under pavement, thence S 28° 03' 00" W 10.00 feet to a spike set in an iron pipe found buried under pavement, thence still along said lands of Lighttron S 61° 57' 00" E 133.73 to a rebar set, thence along the westerly side of the New York Central Railway S 23° 41' 30" W 20.06 feet to a bent pipe found, and S 23° 25' 47" W 396.66 feet to an iron pipe set at the edge of a small stream, thence crossing, recrossing, and along said stream and lands reputedly of Canada Oil Corporation N 49° 19' 17" W 394.74 feet to an iron pipe set, thence along the easterly side of River Road, recrossing said stream, N 41° 21' 55" E 194.36 feet, thence still along said road N 31° 46' 00" E 120.00 feet to an old pipe found buried under pavement, thence N 28° 52' 00" E 30.00 feet to the point of beginning.

#### RIVER PARCEL

**BEGINNING** at a point in the easterly line of the New York Central Railroad Company where the same is intersected by the northerly line of Canada Oil Corporation, said point being S 49° 19' 17" E 103.72 feet from the most southerly corner of the parcel described immediately above, thence from said point of beginning and along said New York Central Railroad Company Lands N 23° 19' 43" E 419.47 feet, thence S 61° 57' 00" E 385.00 feet, thence S 38° 37' 18" W 484.87 feet passing through an existing marine Oil Terminal Facility, thence along said lands of Canada Oil Corporation N 49° 19' 17" W 268.00 feet to the point of beginning.

**TOGETHER** with all strips and gores between the above described premises and the premises adjoining on the north.

**TOGETHER** with any right, title, and interest which the party of the first part has or may have to cross the right of way of the New York Central and Hudson River Railroad Co. where such right of way crosses the lands above described; and also all and every part of the switch constructed upon lands of said New York Central and Hudson River Railroad Co., which switch

**Schedule A (continued)**

extends from the southerly line of the lands hereby conveyed to the lands of the Turl Iron & Car Company, Inc.

TOGETHER with any right, title, or interest which the party of the first part has or may have in a certain agreement dated February 17, 1965, between New York Central Railroad and Affron Fuel Oil, Inc.

TOGETHER with any right, title, or interest which the party of the first part has or may have of ingress to and egress from the River Parcel, including the right to maintain pipes serving said parcel.

BEING the same parcels conveyed by I.D.C. Soils Reclamation, Inc., to LOC Realty Corp. by deed dated August 4, 1999, recorded August 11, 1999, Liber 5123, Page 165, in the Orange County Clerk's Office.

SCHEDULE "B"

Underground Storage Tanks

**[See Attached]**

**NOTICE OF CERTIFICATE OF COMPLETION**

**Brownfield Cleanup Program  
6 NYCRR Part 375-1.9(d)**

USAI Lighting Facility, Site ID No. C336087  
1126 River Road, New Windsor, NY 12553  
Town of New Windsor, Orange County  
Tax Map Identification Number(s): 9-1-97, 9-1-96.1

**PLEASE TAKE NOTICE**, the New York State Department of Environmental Conservation (Department) has issued a Certificate of Completion (Certificate) pursuant to Article 27, Title 14 of the New York State Environmental Conservation Law (ECL) to BDL, LLC for two (2) tax parcels totaling approximately 11.4 acres located at 1116 River Road and 1126 River Road in the Town of New Windsor, Orange County.

**PLEASE TAKE NOTICE**, the Certificate was issued upon satisfaction of the Commissioner, following review by the Department of the final engineering report and data submitted pursuant to the Brownfield Site Cleanup Agreement, as well as any other relevant information regarding the Site, that the remediation requirements set forth in ECL Article 27, Title 14 have been or will be achieved in accordance with the time frames, if any, established in the remedial work plan.

**PLEASE TAKE NOTICE**, the remedial program for the Site has achieved a cleanup level that would be consistent with the following categories of uses (actual site use is subject to local zoning requirements):

- ☐ Unrestricted Use, as set forth in 6 NYCRR 375-1.8(g)(1)i
- ☐ Residential Use, as set forth in 6 NYCRR 375-1.8(g)(2)i.
- ☐ Restricted Residential Use, as set forth in 6 NYCRR 375-1.8(g)(2)ii.
- ☒ Commercial Use, as set forth in 6 NYCRR 375-1.8(g)(2)iii.
- ☒ Industrial Use, as set forth in 6 NYCRR 375-1.8(g)(2)iv.

Further, the use of groundwater is restricted and may not be used, unless treated in accordance with the requirements provided by the New York State Department of Health, or the Orange County Health Department with jurisdiction in such matters and such is approved by the Department as not inconsistent with the remedy.

**PLEASE TAKE NOTICE**, since the remedial program relies upon use restrictions or the long term employment of institutional or engineering controls, such institutional or engineering controls are contained in an Environmental Easement granted pursuant to ECL Article 71, Title 36 which has been duly recorded in the Recording Office for Orange County as 20160059881 and 20160059895.

**PLEASE TAKE NOTICE**, the Environmental Easement requires that the approved site management plan (SMP) for this property be adhered to. The SMP, which may be amended from time to time, may include sampling, monitoring, and/or operating a treatment system on the property, providing certified reports to the NYSDEC, and generally provides for the management of any and all plans and limitations on the property. A copy of the SMP is available upon request by writing to the Department's Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, New York 12233.

**PLEASE TAKE NOTICE**, provided that the Environmental Easement, SMP and Certificate are complied with, the Certificate holder(s) shall be entitled to the liability limitation provided in ECL Section 27-1421. The liability limitation shall run with the land, extending to the Certificate holder's successors or assigns through acquisition of title to the Site and to a person who develops or otherwise occupies the Site, subject to certain limitations as set forth in ECL Section 27-1421. The liability

**USAI Lighting, Site No. C336087, 1126 River Road, New Windsor, NY 12553**

limitation shall be subject to all rights reserved to the State by ECL Section 27-1421.2 and any other applicable provision of law.

**PLEASE TAKE NOTICE**, the Certificate may entitle the Certificate holder(s) to tax credits in accordance with Tax Law Sections 21, 22 and 23.

**PLEASE TAKE NOTICE**, any change of use of the site, as defined in 6 NYCRR 375, must be preceded by notice to the Department in accordance with 6 NYCRR 375-1.11(d). A transfer of any or all of the property constitutes a change of use.

**PLEASE TAKE NOTICE**, the Certificate may only be transferred to the Certificate holder's successors or assigns upon transfer or sale of the Site as provided by ECL Section 27-1419.5 and 6 NYCRR Part 375-1.9. Failure to comply with the regulatory requirements for transfer **WILL** bar the successors and assigns from the benefits of the Certificate.

**PLEASE TAKE NOTICE**, the Certificate may be modified or revoked by the Commissioner as set forth in the applicable regulations.

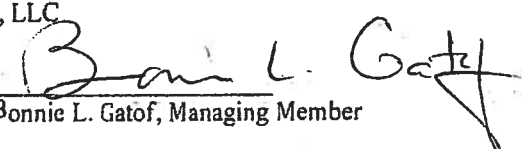
**PLEASE TAKE NOTICE**, the Certificate may be revoked if the Environmental Easement as implemented, if applicable, is not protective or enforceable.

**PLEASE TAKE NOTICE**, a copy of the Certificate can be reviewed at the NYSDEC's Region 3 Office located at 21 South Putt Corners Rd, New Paltz, NY 12564 by contacting the Regional Environmental Remediation Engineer.

**WHEREFORE**, the undersigned has signed this Notice of Certificate

BDL, LLC

By:

  
Bonnie L. Gatof, Managing Member

STATE OF NEW YORK ) SS:  
COUNTY OF Orange )

On the 4<sup>th</sup> day of January, in the year 2017, before me, the undersigned, personally appeared Bonnie L. Gato, 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.

(Nicole L. Esposito)  
Signature and Office of individual  
taking acknowledgment

Please record and return to:  
Jacobowitz & Gubits, LLP  
158 Orange Avenue  
Walden NY 12586

NICOLE L. ESPOSITO  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01ES6166154  
Qualified in Orange County  
My Commission Expires May 21, 2019

SCHEDULE "C"

Required Environmental Permits

**NONE**