

Transmitted via E-Mail and FedEx

Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233-1500

Arcadis of New York, Inc.
6723 Towpath Road
P O Box 66
Syracuse
New York 13214-0066
Tel 315 446 9120
Fax 315 449 4111
www.arcadis.com

Subject:
Former Hooker Chemical/Oxy/RUCO Polymer Corp.
125 New South Road, Hicksville, New York
NYSDEC Site #130004
Consent Order Index #A1-0781-11-11
Tax Map Parcel Nos. 46-N-30 & 46-N-31
Environmental Easement Package

ENVIRONMENT

Date:
March 22, 2016

Contact:
John C. Brussel, PE

Phone:
315.317.8104

Email:
John.Brussel@arcadis.com

Our ref:
B0032305.1501

Dear Mr. Burns:

On behalf of Covestro LLC (formerly known as Bayer MaterialScience LLC), which owns the above-referenced site and executed a Consent Order with the New York State Department of Environmental Conservation (NYSDEC) for site remediation, enclosed is an Environmental Easement package consisting of the following documents:

- *Exhibit A:* Signed Environmental Easement Checklist/Certification
- *Exhibit B:* Copy of the deeds and title documentation for the two parcels to be subject to the Environmental Easement
- *Exhibit C:* Copy of Tax Map (property highlighted in yellow)
- *Exhibit D:* Applicable legal organizational documents for Covestro LLC
- *Exhibit E:* Legal Description of Environmental Easement area (which is the same as the overall property comprised of two parcels)

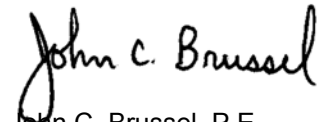
- *Exhibit F:* One full-size copy of the survey of the Environmental Easement area
- *Exhibit G:* Draft Notice to Municipality
- *Exhibit H:* TP-584 Combined Real Estate Transfer Tax Return, signed by Covestro LLC

Please note that in accordance with Attachment A of the Environmental Easement Checklist/Certification, by e-mail dated and sent simultaneous with this letter, an electronic copy (PDF) of the enclosed documents is being submitted to your attention and also to the NYSDEC's Project Manager (Steve Scharf). We understand that the NYSDEC will review the enclosed documentation and, if sufficient, prepare a draft of the Environmental Easement for review.

If you have any questions or comments regarding this matter, please do not hesitate to contact Mr. Timothy Troutman of Bayer at 412.413.2236 (Tim.Troutman@covestro.com) or the undersigned at 315.671.9441 (John.Brussel@arcadis.com). Thank you for your time and consideration.

Sincerely,

Arcadis of New York, Inc.



John C. Brussel, P.E.
Principal Engineer

Enclosures

Copies:

Steven M. Scharf, P.E., New York State Department of Environmental Conservation (e-mail)
Katy Murphy, New York State Department of Environmental Conservation (e-mail)
Renata Ockerby, New State Department of Health (e-mail)
Tim Troutman, Covestro LLC (e-mail and U.S. Mail)
Dave Paule, Covestro LLC (e-mail)
Scott Krall, Bayer Corporation (e-mail and U.S. Mail)
Andrew C. Enigk, Arcadis of New York, Inc. (e-mail)

EXHIBIT A

Signed Environmental Easement Checklist/Certification



**ENVIRONMENTAL EASEMENT
CHECKLIST/CERTIFICATION
SITE No. 130004**

The following requirements and attachments must be included as part of the submission to the Department for an Environmental Easement. Upon completion of the review, an attorney must sign the checklist indicating that they have fully completed the checklist. The Department will not accept submissions which have not been signed as being accurate and complete by both the Remedial Party and Attorney. Where the property owner is not the Remedial Party, the Department also requires the Owner to sign the checklist.

1) Special Circumstances

The last owner search was completed and the deed transfer is by Quit Claim or other restricted transfer deed ☐ Yes ☒ No

The property in the Brownfield Cleanup Agreement includes lands under water
☐ Yes ☒ No

The property has multiple owners ☐ Yes ☒ No

If you answered "Yes" to any of these items, contact the Department's Environmental Easement contact person for a determination as to whether further title work is necessary.

2) Verification of ownership of the property

- ☒ Submit documentation (such as a corporate resolution) that the signatory on the easement has authority to sign the Easement
- ☒ Ownership of the property matches the current deed.
- ☒ Verification reviewed and included for authority to sign Easement.
- ☒ Updated copies of legal organizational documents have been reviewed and are included. Examples of the appropriate documentation will include, for:
 - corporations: articles of incorporation, organizational agreements, minutes of annual meetings, resolutions, authorities for signature;
 - partnerships: a copy of the partnership agreement; verification that necessary parties are participating in the Easement;
 - trusts: trust agreement, affidavit of no change in the trust; and
 - estates: estate letters, powers of attorney.

3) Verification of Property Subject to Easement

- ☒ Description of the property for the Easement and DEC Agreement/Order/SAC matches description of property in the deed (Separate submittal must be included to explain to the satisfaction of the Department why there is any discrepancy).
- ☒ The Tax Map identifier (SBL) matches on all documents.

4) Survey Review

- ☒ Survey includes metes and bounds description.
- ☒ Survey includes a graphic scale.
- ☒ Survey includes Tax Map Section, Block and Lot.
- ☒ Survey includes physical address and is consistent with the DEC Agreement/Order/SAC.
- ☒ The survey must bear the name, address, telephone number, signature and certification of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions.
- ☒ The survey boundaries must be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet and meters, must be included.
- ☒ The symbols and abbreviations that are used on the survey must be identified by the use of a legend.
- ☒ Diagrams must be accurately presented.
- ☒ The point of beginning of the legal description must be shown.
- ☒ The legal description must be correct.
- ☒ The legal description must state the acreage.
- ☒ If the deed(s) description differs from the measured bearings/angles/distances, both must be indicated on the survey.
- ☒ The survey must show the location of all buildings/monuments/overlaps/encroachments upon the surveyed property with their locations defined by measurement perpendicular to the nearest perimeter boundaries.
- ☒ The survey must depict the location of visible improvements within five feet of each side of boundary lines.
- ☒ The survey must show ponds, lakes, springs, rivers or a natural water boundary bordering on or running through the surveyed property; the survey must measure the location of the natural water boundary and note on the survey the date of the measurement.
- ☒ The survey must correctly depict the environmental easement area with corresponding metes & bounds description and acreage, and include the following sentence: *"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 New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@dec.ny.gov".* This reference must be located on the face of the survey and be in at least 15-point type.
- ☒ If the survey consists of more than one sheet, sheets must be numbered and the total number of sheets must be indicated on each sheet.

- ☒ In addition to county-specific requirements, submittal of the approved survey to the Department must include the following:
- A "D" sized copy (24" x 36") of the final signed, stamped map
 - A 600 DPI scan of the final signed, stamped map
 - An Autocad .dwg or exported .dxf file of the polyline (at a minimum) of the final survey

5) Submissions

- ☒ The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

PLEASE READ THE FOLLOWING CAREFULLY


The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Completion issued in reliance on this checklist and accompanying documentation. The Remedial Party and the Remedial Party's attorney further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Statement of Certification and Signatures

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

1) By Remedial Party:

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: March 10, 2016 Signature: 

Covestro LLC:

Print Name: BY: Christine Bryant
Senior Vice President
Coatings, Adhesives and Specialties - N. America

2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for _____ (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

Date: March 10, 2016 Signature: 

Print Name: Covestro LLC:

BY: John G. Unice, Esq.

Attachment Senior Counsel
Litigation & Environmental Law, Patents & Compliance

Attachment A

Documents required to be sent in hard copy with electronic formats copied to the Project Manager and Project Attorney for a complete Environmental Easement package:

- 1) Copy(ies) of current deed(s) and supporting title documentation (see Department Title Requirements).
- 2) Copy of tax map.
- 3) Proof of authority to obligate owner of property as set forth in “Verification of ownership of property” on the Easement checklist.
- 4) Legal description of the easement area, electronic copy to be in an electronic text format (i.e., MS Word or Rich Text Format).
- 5) One full-sized, signed Survey and an electronic Survey submitted as a fully rendered PDF (not scanned).
- 6) A draft Notice to Municipality, with appropriate site-specific provisions.
- 7) Easement Checklist with certification signed by Remedial Party and Remedial Party’s attorney.
- 8) Signed transfer tax forms (TP-584 or ACRIS Forms).

Hard copy submission shall be sent to:

Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233-1500

EXHIBIT B

Copy of Deeds and Title Documentation



3020-754872

CONFIRMATION DEED

- BARGAIN and SALE DEED, with COVENANTS against GRANTOR'S ACTS -

THIS INDENTURE, made the 29th day of October, in the year 2015 BETWEEN Covestro LLC, a Delaware limited liability company having an address at 1 Covestro Circle, Pittsburgh, PA 15205 (formerly known as Bayer MaterialScience LLC, formerly known as Bayer Polymers LLC), party of the first part, and Covestro LLC, a Delaware limited liability company having an address at 1 Covestro Circle, Pittsburgh, PA 15205, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE DOLLAR, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Nassau in the state of New York as described in Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS this Confirmation Deed is being recorded to confirm the name of the owner, Covestro LLC, who acquired title to the property as Bayer Polymers LLC by Deed made from Bayer Corporation, successor by merger to Ruco Polymer Corporation, dated April 25, 2003 and recorded in the office of the Clerk of Nassau County on August 20, 2003 in Liber. 11655, page 448. In July 2004, Bayer Polymers LLC changed its name to Bayer MaterialScience LLC and effective September 1, 2015, Bayer MaterialScience LLC changed its name to Covestro LLC;

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid,

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Sarah J. Robbins


Scott G. Brown

Vice President, General Counsel and Secretary

Section
46
Block
N
lots
30-31

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:
On the _____ day of _____ in the year _____
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instillment 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.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:
On the _____ day of _____ in the year _____
before me, the undersigned, a Notary Public in and for said State, personally appeared
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(If the place of residence is in a city, include the street and street number if any, thereof):
that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:
On the _____ day of _____ in the year _____
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

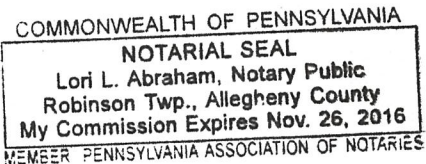
Commonwealth of Pennsylvania, County of Allegheny, ss:
(Or insert District of Columbia, Territory, Possession or Foreign Country)

On the 29th day of October in the year 2015
before me, the undersigned personally appeared

Scott G. Brown
Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), 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, and that such individual make such appearance before the undersigned in the

Township of Robinson, State of Pennsylvania
(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

Lori L. Abraham



Bargain and Sale Deed
With Covenants

Title No. 3020-754872

Covestro LLC f/k/a Bayer
MaterialScience LLC f/k/a Bayer
Polymers LLC

TO

Covestro LLC

SECTION: 46
BLOCK: N
LOT: 30 and 31
COUNTY OR TOWN: Nassau

RETURN BY MAIL TO:

Heidi Minuskin, Esq,
Coughlin Dully LLP
350 Mount Kemble Avenue
Morristown, NJ 07960

EXHIBIT A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF OYSTER BAY, COUNTY OF NASSAU AND STATE OF NEW YORK, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE LONG ISLAND RAILROAD RIGHT OF WAY WITH THE EASTERLY SIDE OF NEW SOUTH ROAD;

RUNNING THENCE ALONG THE EASTERLY SIDE OF NEW SOUTH ROAD NORTH 5° 47' 25" EAST 25.81 FEET;

THENCE STILL ALONG THE EASTERLY SIDE OF NEW SOUTH ROAD NORTH 4° 27' 15" EAST 271.88 FEET TO LAND NOW OR FORMERLY OF ZIRK;

THENCE ALONG SAID LAST MENTIONED LAND SOUTH 84° 37' 30" EAST 892.43 FEET;

THENCE ALONG LAND NOW OR FORMERLY OF K & T REALTY CORPORATION SOUTH 5° 03' 22" WEST 1019.86 FEET;

THENCE NORTH 85° 00' 00" WEST 160.00 FEET;

THENCE NORTH 55° 35' 00" WEST 90.86 FEET TO THE NORTHEASTERLY LINE OF THE LONG ISLAND RAILROAD RIGHT OF WAY;

THENCE ALONG THE LONG ISLAND RAILROAD RIGHT OF WAY NORTH 38° 32' 45" WEST 942.85 FEET TO THE EASTERLY SIDE OF NEW SOUTH ROAD AT THE POINT OR PLACE OF BEGINNING.

**** Electronically Filed Document ****

Instrument Number: 2015-25354

Recorded As: EX-D01 - DEED

Recorded On: November 17, 2015

Recorded At: 04:31:17 pm

Receipt Number: 46769

Number of Pages: 4

Processed By: 001 DMF

Book-VI/Pg: Bk-D VI-13285 Pg-830

Total Rec Fee(s): \$465.00

** Examined and Charged as Follows **

01 - DEED	\$ 60.00	EX-Blocks	\$ 150.00	EX-RP5217 Commercial Fee	\$ 250.00
EX-TP-584 Affidavit Fee	\$ 5.00				

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer	\$ 0	\$ 0	RE 7749	Basic	\$ 0.00
OYSTER BAY				Local NY CITY	\$ 0.00
				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADDL SONYMA	\$ 0.00
				Transfer	\$ 0.00

Tax Charge: \$ 0

Property Information:

Section	Block	Lot	Unit	Town Name
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46	N	30		OYSTER BAY
46	N	31		OYSTER BAY

*****THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell



First American Title Insurance Company National
Commercial Services
666 Third Avenue, 5th Floor
New York, NY 10017
(800)437-1234 - Fax (212)922-0881

TITLE NUMBER: 3020-754872

SUBMITTED BY: Stephen Farber

APPLICATION DATE:

REPORT DATE:

TYPED BY: Ma.Erica Garrido

09/25/2015

AMENDED DATE: 10/02/2015

APPLICANT:

BANK ATTORNEY:

SELLER'S ATTORNEY:

Michelle Murphy
Coughlin Duffy LLP
350 Mount Kemble Avenue
Morristown, NJ 07962
Phone #(973)631-6069
Fax #(973)267-6442
Email: mmurphy@coughlinduffy.com

Will Advise

REF:

ADDITIONAL COPIES:

TRANSACTION TYPE:

Search Package

AMOUNT OF INSURANCE:

FEE: \$ 0.00

MTGE: \$ 0.00

INSURED MORTGAGEE:

, its successors and/or assigns as their interest may appear

INSURED FEE:

Will Advise

RECORD OWNER:

Bayer MaterialScience LLC

PREMISES:

125 New South Road,
Hicksville, New York 11801

DISTRICT:

SECTION:

BLOCK:

46

N

LOTS:

COUNTY OF:

TOWN:

30-31

Nassau

Subdivision/Condo Name/Filed Map:

APP DESC:

UNIT #:

SURVEY INSTRUCTIONS: None Required



FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Insurance Company is pleased to announce a website which can be accessed at <http://www.Firstamny.com>. This site will enable you to calculate charges for premiums, endorsements, taxes, recording fees and more for New York transactions. An alternate First American website for calculating premiums and recording fees can be accessed at <http://FACC.Firstam.com>.

On the <http://www.Firstamny.com> website, in addition to checking fees you can also place orders online, download forms and documents or just peruse our underwriting library.

We thank you for giving us the opportunity to work with you on this transaction. We hope to meet all of your title needs and look forward to working with you in the future.

FOR ALL SPECIAL SEARCHES AND NON-INSURED PRODUCTS NOTE: These reports are not insured products or service or a representation of the condition of title to real property. They are not an abstract, legal opinion, opinion of title, title insurance commitment or preliminary report, or any form of title insurance or guaranty. These reports are issued exclusively for the benefit of the applicant therefore, and may not be used or relied upon by any other person. These reports may not be reproduced in any manner without First American's prior written consent. First American does not represent or warrant that the information therein is complete or free from error, and the information therein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that First American's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts these reports with this limitation and agrees that First American would not have issued the report but for the limitation of liability described above. First American makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.



***First American Title Insurance Company National Commercial Services
666 Third Avenue, 5th Floor, New York, NY 10017
(800)437-1234 - Fax (212)922-0881***

Report of Title / No Insurance

Client ID #: MD2296181 **File No.:** 3020-754872
Client: **Coughlin Duffy LLP**
Address: 350 Mount Kemble Avenue
State/Zip: Morristown, NJ 07962
Attn: **Michelle Murphy**
Tel: (973)631-6069 **Effective Date:** 09/14/2015
Fax: (973)267-6442

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this report may be conveyed and/or mortgaged by:

BAYER POLYMERS LLC, recited as being a Delaware limited liability company

Source of Title: Which acquired title by the following deeds:

1. From Hooker Chemicals & Plastics Corp. to Ruco Polymer Corporation by deed dated 02/26/1982 and recorded 03/03/1982 in Liber 9394 Cp 311; and
2. From Bayer Corporation, successor by merger to Ruco Polymer Corporation to Bayer Polymers LLC by deed dated 04/25/2003 and recorded 08/20/2003 in Liber 11655 Cp 448. (no consideration deed)

Premises described in Schedule "A" are known as:

Address: 125 New South Road
Hicksville, New York 11801
County: Nassau **Town:** Oyster Bay
District:
Section: 46
Block: N
Lot: 30-31

**Questions regarding this Report of Title
should be directed to
JONATHAN TOMBERG
UNDERWRITING COUNSEL
(212)551-9473
JTomborg@firstam.com**



First American Title Insurance Company National Commercial Services

Report of Title / No Insurance

File No.: 3020-754872

SCHEDULE A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF OYSTER BAY, COUNTY OF NASSAU AND STATE OF NEW YORK, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

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RUNNING THENCE ALONG THE EASTERLY SIDE OF NEW SOUTH ROAD NORTH 5° 47' 25" EAST 25.81 FEET;

THENCE STILL ALONG THE EASTERLY SIDE OF NEW SOUTH ROAD NORTH 4° 27' 15" EAST 271.88 FEET TO LAND NOW OR FORMERLY OF ZIRK;

THENCE ALONG SAID LAST MENTIONED LAND SOUTH 84° 37' 30" EAST 892.43 FEET;

THENCE ALONG LAND NOW OR FORMERLY OF K & T REALTY CORPORATION SOUTH 5° 03' 22" WEST 1019.86 FEET;

THENCE NORTH 85° 00' 00" WEST 160.00 FEET;

THENCE NORTH 55° 35' 00" WEST 90.86 FEET TO THE NORTHEASTERLY LINE OF THE LONG ISLAND RAILROAD RIGHT OF WAY;

THENCE ALONG THE LONG ISLAND RAILROAD RIGHT OF WAY NORTH 38° 32' 45" WEST 942.85 FEET TO THE EASTERLY SIDE OF NEW SOUTH ROAD AT THE POINT OR PLACE OF BEGINNING.



First American Title Insurance Company National Commercial Services

Report of Title / No Insurance

File No.: 3020-754872

SCHEDULE B

MATTERS TO BE CONSIDERED

1. Rights of tenants or persons in possession, if any.
2. Any state of facts an accurate survey of current date would disclose.
NOTE: Absent a survey, the boundaries of the property may not be able to be located.
3. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
4. There (is) are no open mortgage(s) of record.
5. Right of way, reservation of rights and maintenance charges set forth in an Indenture from Rubber Corporation of America, successor by merger with Revertex Corporation of America to Insular Chemical Corporation dated 09/07/1955 and recorded 09/14/1955 in Liber 5874 Cp 274. (See Post)
6. Electric & Gas Easement recorded on 06/25/1963 in (as) Liber 7172 Cp 413 granting the right to maintain poles and wires with the right to lay guy wire and trim trees. (See Post)
7. Terms, covenants and conditions set forth in Administrative Order for Remedial Design and Remedial Action recorded 08/27/1991 in Liber 10149 Cp 214. (Copy to Follow)
8. Terms, covenants and conditions set forth in Administrative Order for Remedial Design and Remedial Action recorded 07/27/1994 in Liber 10450 Cp 84. (Copy to Follow)
9.
 - a) Hazardous Waste Site filed 08/31/1993 as Control# 2314. (Affects Lot 30) (Copy unavailable)
 - b) Hazardous Waste Site filed 08/31/1993 as Control# 2313. (Affects Lot 31) (Copy unavailable)

WITH REGARD THERETO:

Notice of Order between New York State Department of Environmental Conservation and Bayer MaterialScience LLC and Occidental Chemical Corp recorded 11/01/2013 as Control # 807. (Copy unavailable) (Affects Lots 30 & 31)

NOTE: Document Abstract from Nassau County Clerk's Office contains the following notes:
Bayer Material Science LLC & Occidental Chemical Corp have entered into an Order on Consent & Administrative Settlement with the NYS Dept of Environmental Conservation relative to an inactive hazardous waste disposal site identified as No. 130004 located at the intersection of New South Rd & Commerce Place in Nassau County, Oyster Bay, Hicksville, NY.



First American Title Insurance Company National Commercial Services

Report of Title / No Insurance

File No. 3020-754872

SCHEDULE B Continued

MATTERS TO BE CONSIDERED

10. Deed of Dedication in favor of the Town of Oyster Bay dated 01/02/1964 and recorded 01/29/1965 in Liber 7357 Cp 520. (affects streets)
11. Application states that title is in Bayer Material Science LLC. Title is found as certified. This discrepancy must be reconciled in advance of closing.
12. Devolution of title between Insular Chemical Corporation, grantee in the deed from Rubber Corporation of America, successor by merger with Revertex Corporation of America dated 09/07/1955 recorded 09/14/1955 in (as) Liber 5874 Cp 274, and Hooker Chemicals & Plastic Corp., the grantor in the deed to Ruco Polymer Corporation dated 02/26/1982, recorded 03/03/1982 in (as) Liber 9394 Cp 311 must be established.
13. Maintenance charges as evidenced by an Indenture from Rubber Corporation of America, successor by merger with Revertex Corporation of America to Insular Chemical Corporation dated 09/07/1955 and recorded 09/14/1955 in Liber 5874 Cp 274 should be considered. (See Exception No. 5)
14. Searches, including judgments, federal tax liens and bankruptcies have been run against Bayer Polymers LLC, the certified owner(s) herein and the following must be disposed of: NO RETURNS.
15. Searches, including judgments, federal tax liens and bankruptcies have been run against Bayer Material Science LLC, the named owner(s) on the application and the following must be disposed of: NO RETURNS.
16. Re: Bayer Polymers LLC
 - a) The Certificate (Articles) and Agreements relating to its formation and operation and any amendments thereto and proof of its good standing and authority to acquire or lease and mortgage under the laws of the state (country) of its formation should be considered.
17. Possible unpaid New York State Franchise Tax and, if formed outside the State of New York, possible unpaid License and Maintenance Fees due from Bayer Polymers LLC.
18. Possible unpaid New York City General Corporation Tax due from Bayer Polymers LLC.
19. The tax search indicates that water is supplied by a Municipal Water District but that no information is available. A request for a final reading should be made in advance of closing from the appropriate authority. Otherwise the policy will except any water charges and sewer rents billed and/or entered prior to closing.



First American Title Insurance Company National Commercial Services

Report of Title / No Insurance

File No. 3020-754872

SCHEDULE B Continued

MATTERS TO BE CONSIDERED

20. FOR INFORMATION: Policy does not insure against water charges and sewer rents entered and/or billed subsequent to closing for periods prior to closing.
21. This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance commitment or preliminary report, or any form of title insurance or guaranty. This report is issued exclusively for the benefit of the applicant therefore, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without First American's prior written consent. First American does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that First American's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that First American would not have issued this report but for the limitation of liability described above. First American makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.



First American Title Insurance Company National Commercial Services

Report of Title / No Insurance

File No.: 3020-754872

SURVEY READING



First American Title Insurance Company National Commercial Services

Report of Title / No Insurance

File No.: 3020-754872

MORTGAGE SCHEDULE

NONE OF RECORD

This Report of Title does not show all the terms and provisions of the mortgage(s) set forth herein. Interested parties should contact the holder(s) thereof to ascertain the terms, covenants and conditions contained therein, and to determine if there are any unrecorded amendments or modifications thereto.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

THIS INDENTURE, made the 26th day of February, nineteen hundred and eighty-two
BETWEEN HOOKER CHEMICALS & PLASTICS CORP., a New York corporation having its
principal place of business at 1690 Post Oak Boulevard, Houston, Texas,

party of the first part, and RUCO POLYMER CORPORATION, a New York corporation having its
principal place of business on New South Road, Hicksville, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN

dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the first part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being at Hicksville, Town of Oyster Bay, County of Nassau, and State of New
York, more particularly bounded and described as follows:

BEGINNING at a point formed by the intersection of the northeasterly line of the
Long Island Railroad right of way with the easterly line of New South Road;

RUNNING THENCE from said point of BEGINNING along the easterly line of New South
Road, North 5 degrees 47 minutes 25 seconds East 25.61 feet;

RUNNING THENCE still along the easterly line of New South Road North 4 degrees
27 minutes 15 seconds East 271.88 feet to the land now or formerly of Zirk;

RUNNING THENCE along the land now or formerly of Zirk South 84 degrees 37 minutes
30 seconds East 892.43 feet;

RUNNING THENCE along the land now or formerly of X & T Realty Corporation South 5
degrees 03 minutes 22 seconds West 1019.86 feet;

RUNNING THENCE North 85 degrees 00 minutes 00 seconds West 160 feet;

RUNNING THENCE North 55 degrees 35 minutes 00 seconds West 90.86 feet to the
northeasterly line of the Long Island Railroad right of way;

RUNNING THENCE along the northeasterly line of the Long Island Railroad right of
way North 38 degrees 32 minutes 45 seconds West 942.85 feet to the easterly line
of New South Road to the point or place of BEGINNING.

EXCEPTING so much therefrom that may be taken for the widening of New South Road.

BEING the same premises described in the deed to the party of the first part herein
by deed from Rubber Corporation of America to Insular Chemical Corporation, dated
6/27/58, recorded 9/14/55 in Liber 5874 cp 274 (as to Lot 30) and by deed from
C. Young to Revertex Corporation of America, dated 6/25/45, recorded 6/27/45, in
Liber 2898 cp 378 (as to Lot 31).

TO HAVE AND TO HOLD the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their heirs, assigns and successors and assigns of the party of the second part forever

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

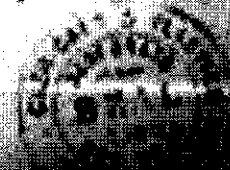
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive said consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the same is so indented as required. IN WITNESS WHEREOF, the party of the first part has duly executed and this deed the day and year first above written.

In presence of:

HOOVER CHEMICALS & PLASTICS CORP.

By *William J. [Signature]*



STATE OF NEW YORK, COUNTY OF NEW YORK

On the 19th day of February, 1982, before me, the undersigned, a Justice of the Peace, did appear and depose and say that Mary Jane Wetzel, who is personally acquainted with me, did depose and say that she is the President of the corporation described in the foregoing instrument, that she is a resident of the State of New York, and that she was so at the time of execution of said instrument, and that she was so at the time of execution of said instrument, and that she was so at the time of execution of said instrument.

Attest my hand and the seal of my office this 19th day of February, 1982.

Notary Public in and for the State of New York

STATE OF NEW YORK, COUNTY OF NEW YORK

On the 19th day of February, 1982, before me, the undersigned, a Justice of the Peace, did appear and depose and say that Mary Jane Wetzel, who is personally acquainted with me, did depose and say that she is the President of the corporation described in the foregoing instrument, that she is a resident of the State of New York, and that she was so at the time of execution of said instrument, and that she was so at the time of execution of said instrument, and that she was so at the time of execution of said instrument.

Attest my hand and the seal of my office this 19th day of February, 1982.

STATE OF NEW YORK, COUNTY OF NEW YORK

On the 19th day of February, 1982, before me, the undersigned, a Justice of the Peace, did appear and depose and say that Mary Jane Wetzel, who is personally acquainted with me, did depose and say that she is the President of the corporation described in the foregoing instrument, that she is a resident of the State of New York, and that she was so at the time of execution of said instrument, and that she was so at the time of execution of said instrument, and that she was so at the time of execution of said instrument.

Attest my hand and the seal of my office this 19th day of February, 1982.

SIXTH 46
BLOCK N
LOT 30-31
COUNTY OR TOWN Oyster Bay
TAX BILLING ADDRESS

RECORD AND RETURN TO:

See 4 De Angelo, Esq.
Attn: Dennis De Angelo
170 Old Country Road
Mineola, New York 11501

RECORDED BY THE TITL GUARANTEE CO.

ALBANY COUNTY
TITL GUARANTEE CO.
RECORDING DEPT.
JAN 21 1982

281802

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NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 08-20-2003
Recorded Time: 12:15:05 p

Record and Return To:
JAMES P HEALY
WINSTON & STRAWN
35 WEST WACKER DRIVE
CHICAGO, IL 60601

Liber Book: D 11655
Pages From: 448
To: 451

Control
Number: 1446
Ref #: RE 001638
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0046	0000N-00	00030	
OYSTER BAY (2824)	0046	0000N-00	00031	

	Taxes Total	.00
	Recording Totals	102.00
HBD001	Total Payment	102.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
KAREN V. MURPHY
COUNTY CLERK



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BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE, made the 25 day of April, 2003,

^{Successor By Name TO RUCO Polymer Corporation}
BETWEEN BAYER CORPORATION, an Indiana corporation having an address at 100 Bayer Road, Pittsburgh, Pennsylvania 15205 (Grantor), and BAYER POLYMERS LLC, a Delaware limited liability company having an address at 100 Bayer Road, Pittsburgh, Pennsylvania 15205 (Grantee).

WITNESSETH, that the Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Nassau County, in the state of New York and described in Exhibit A attached hereto and made a part hereof (the "Property"),

BEING THE SAME PROPERTY described in Deed from Hooker Chemicals & Plastics Corp. dated 2-26-82 and recorded on 3-3-82 in Liber/Reel 9894, Page 311,

TOGETHER with all right, title and interest, if any, of the Grantor in and to any roads abutting the Property to the centerlines thereof; together with appurtenances and all the estate and rights of the Grantor in and to said Property;

Sec 46

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TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said Property has been encumbered in any way whatever and Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee, its successors and assigns, against the lawful claims and demand of all persons claiming by, through or under Grantor; provided however, that this conveyance is made subject to and there are hereby excepted from the foregoing covenant and warranty, the following matters: (a) general real estate taxes not due and payable; (b) zoning laws and ordinances; (c) easements for public utilities; (d) drainage ditches, feeders, laterals and drain tile, pipe or other conduit; and (e) those items listed as exceptions on Schedule B of the Title Commitment No. GC 800 30361, dated January 1, 2003, issued by LandAmerica National Commercial Services.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has duly executed this deed this day and year first above written.

IN PRESENCE OF:

GRANTOR:

BAYER CORPORATION, an Indiana corporation

Margaret H. Setcavage
Name: MARGARET H. SETCAVAGE

By: [Signature]
Name: Dr. Frank Wenzel
Title: Sr. VP, B. H. H. & Chief Realty Officer

Commonwealth
State of PENNSYLVANIA
County of ALLEGHENY

SS:

SS:

On the 25th day of April in the year 2003 before me, the undersigned, personally appeared Frank Wenzel 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, and that such individual made such appearance before the undersigned.

Loretta M. Gottschling
(Signature and office of individual taking acknowledgment)

Notarial Seal
Loretta M. Gottschling, Notary Public
Robinson Twp., Allegheny County
My Commission Expires Mar. 20, 2007
Member, Pennsylvania Association Of Notaries

BARGAIN AND SALE DEED WITH COVENANT
AGAINST GRANTOR'S ACTS

Title No.
DISTRICT:
SECTION: 46
BLOCK: N
LOT: 30 & 31
COUNTY: Nassau

RETURN BY MAIL TO:

James P. Healy
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

CHI:1162436.4

Exhibit A

Legal Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, and being bounded and described as follows:

BEGINNING at a point formed by the intersection of the northeasterly line of the Long Island Railroad right of way with the easterly side of New South Road;

Running thence along the easterly side of New South Road North 5 degrees 47 minutes 25 seconds East 25.81 feet;

Thence still along the easterly side of New South Road North 4 degrees 27 minutes 15 seconds East 271.88 feet to land now or formerly of Zirk;

Thence along said last mentioned land South 84 degrees 37 minutes 30 seconds East 892.43 feet;

Thence along land now or formerly of K & T Realty Corporation South 5 degrees 03 minutes 22 seconds West 1019.86 feet;

Thence North 85 degrees 00 minutes 00 seconds West 160.00 feet;

Thence North 55 degrees 35 minutes 00 seconds West 90.86 feet to the northeasterly line of the Long Island Railroad right of way;

Thence along the Long Island Railroad right of way North 38 degrees 32 minutes 45 seconds West 942.85 feet to the easterly side of New South Road at the point or place of BEGINNING.

Being the same premises described in the deed from Hooker Chemicals & Plastics Corp., dated 2-26-82 and recorded on 3-3-82 in Liber/Reel 9894, Page 311.

5874 274

THIS INDENTURE, made the 7th day of September, nineteen hundred and fifty-five BETWEEN RUBBER CORPORATION OF AMERICA, a New York corporation having its office and principal place of business at New South Road (no number), Hicksville, Nassau County, New York, party of the first part, and INSULAR CHEMICAL CORPORATION, a New York corporation, having its office and principal place of business at New South Road (no number), Hicksville, Nassau County, New York, party of the second part, I. R. S. \$ 31.50

WITNESSETH, that the party of the first part, in consideration of One (\$1.00) Dollar, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, and successors and assigns of the party of the second part forever,

ALL that certain interior plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau State of New York, bounded and described as follows:

BEGINNING at a point on the southerly line of land now or formerly of Zirk which point is distant 723.37 feet as measured along the southerly line of said land and along a bearing of south 84 degrees 37 minutes 30 seconds east from a point on the easterly side of New South Road, and which point on said road is distant 297.69 feet northerly as measured along said easterly side of said road from the northeasterly side of land of the Long Island Railroad Company; running thence from said point or place of beginning along the southerly line of land now or formerly of Zirk south 84 degrees 37 minutes 30 seconds east 169.06 feet to land now or formerly of K. & T. Realty Corporation; thence south 5 degrees 03 minutes 22 seconds west along said last mentioned land 547.86 feet; thence south 51 degrees 27 minutes 15 seconds west 220 feet; thence north 38 degrees 32 minutes 45 seconds west 141 feet; thence north 51 degrees 27 minutes 15 seconds east 80 feet; thence north 38 degrees 32 minutes 45 seconds west 373 feet; and thence north 51 degrees 27 minutes 15 seconds east 396.06 feet to the point or place of beginning.

TOGETHER with a non-exclusive easement or right of way for ingress and egress from the above described premises to and from New South Road, bounded and described as follows:

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Noted by
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BEGINNING at a point on the easterly side of New South Road distant 250.35 feet northerly as measured along said easterly side of New South Road from a point of intersection thereof with the northeasterly line of land of the Long Island Railroad Company; running thence from said point or place of beginning north 4 degrees 27 minutes 15 seconds east along the easterly side of New South Road 25 feet; thence south 85 degrees 03 minutes 45 seconds east 109.07 feet; thence along the arc of a circle bearing to the right, having a radius of 222.50 feet a distance of 182 feet, said curve being subtended by a chord 176.97 feet in length and bearing south 61 degrees 42 minutes 45 seconds east; thence south 38 degrees 16 minutes 45 seconds east 247.80 feet; thence south 51 degrees 27 minutes 15 seconds west 7.49 feet; thence south 38 degrees 32 minutes 45 seconds east 40 feet; thence south 51 degrees 27 minutes 15 seconds west 17.69 feet; thence north 38 degrees 16 minutes 45 seconds west 237.92 feet; thence along the arc of a circle bearing to the left having a radius of 197.50 feet a distance of 161.55 feet said curve being subtended by a chord 157.08 feet in length and bearing north 61 degrees 42 minutes 45 seconds west; and thence north 85 degrees 03 minutes 45 seconds west 108.89 feet to the easterly side of New South Road, at the point or place of beginning, it being understood and agreed that the party of the second part shall, upon presentation to it by the party of the first part of evidence of the cost of maintenance of such right of way from time to time, promptly pay to the party of the first part fifty percentum (50%) of such cost.

TOGETHER with a right to install at the sole cost and expense of the party of the second part such railroad siding connecting with the railroad siding of the party of the first part as the party of the second part may require for the purpose of movement of railroad freight cars between the above described premises and the tracks of the Long Island Railroad Company, its successors or assigns, said installation to be subject to and in accordance with approval of said Long Island Railroad Company and the party of the first part, which approval of the party of the first part shall not be unreasonably withheld, and a non-exclusive right to use the railroad siding so installed and the railroad siding of the party of the first part for such purpose over and upon that certain strip of land bounded and described as follows:

BEGINNING at a point on the northeasterly line of land of the Long Island Railroad Company located south 38° 32' 45" east 157.30 feet from the point of intersection thereof with the easterly line of New South Road; running thence along the arc of a circle bearing to the left having a radius of 404.37 feet a distance of 39.70 feet, said curve being subtended by a chord 39.68 feet in length and bearing south 53° 36' 30" east; thence along the arc of a circle bearing to the left having a radius of 282.30 feet a distance of 76.71 feet, said curve being subtended by a chord 76.48 feet in length and bearing south 65° 21' 0" east; thence along the arc of a circle bearing to the left having a radius

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of 360.56 feet a distance of 292.14 feet, said curve being subtended by a chord 284.22 feet in length and bearing north $83^{\circ} 39' 10''$ east; thence along the arc of a circle bearing to the left having a radius of 276.30 feet a distance of 43.33 feet, said curve being subtended by a chord 43.29 feet in length and bearing north $55^{\circ} 56' 50''$ east, to the line of the above described premises; thence along the line of the above described premises south $38^{\circ} 32' 45''$ east 15 feet; thence along the arc of a circle bearing to the right having a radius of 291.30 feet a distance of 44.69 feet, said curve being subtended by a chord 45.64 feet in length and bearing south $55^{\circ} 56' 50''$ west; thence along the arc of a circle bearing to the right having a radius of 375.56 feet a distance of 304.30 feet, said curve being subtended by a chord 296.04 feet in length and bearing south $83^{\circ} 39' 10''$ west; thence along the arc of a circle bearing to the right having a radius of 297.30 feet a distance of 69.46 feet, said curve being subtended by a chord 67.34 feet in length and bearing north $66^{\circ} 26' 30''$ west, to the northeasterly line of land of the Long Island Railroad Company; thence north $38^{\circ} 32' 45''$ west 53.82 feet to the point or place of beginning.

TOGETHER with the right to install and to maintain at the sole cost and expense of the party of the second part telephone, electric, gas and water lines from New South Road to the above described premises upon, over or under other property of the party of the first part adjoining the above described premises provided, however, that the party of the second part shall obtain the prior approval of the party of the first part to the proposed location of each such installation, which approval shall not be unreasonably withheld, and provided, further that the party of the first part shall have the right from time to time without cost to the party of the second part to relocate any or all of such lines that may have been so installed by the party of the second part.

RESERVING to the party of the first part, its successors and assigns the right to use such portion of the railroad siding that may be installed over and upon the above described strip of land by the party of the second part provided, however, that such use be not such as to interfere unreasonably with the reasonable use thereof by the party of the second part, it being understood and agreed that the cost of maintenance of those portions of the railroad siding that have been installed by the party of the first part and that may be installed by the party of the second part over and upon the said strip of land and which are used by both parties shall be shared equally by both of them and that the cost of maintenance of the remainder of said railroad siding shall be borne exclusively by the party of the second part.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

RUBBER CORPORATION OF AMERICA

By: William H. Merton
President

Attest:

Walter C. Paul
Secretary

W. H. Merton
Edwin L. Merton



RECORDED
5874 FEB 27

SEP 5874 278

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

On the 7th day of September, 1955, before me personally came William A. Merton to me known, who, being by me duly sworn, did depose and say that he resides at No. West 44th Road (no number), Oyster Bay, N.Y. that he is the President of Rubber Corporation of America, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Edward J. Kibbutz
Notary Public

EDWARD KIBBUTZ
Notary Public, State of New York
Comm. No. 410-1010
Qualified to serve in County
Tenth Expires March 22, 1957

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DEED 5874 PAGE 279

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11

RUBBER CORPORATION OF AMERICA

1 328 to 78009

RECORDED
COUNTY CLERK'S OFFICE
MASSACHUSETTS
WEST FARMINGTON

SEP 14 11 18 AM '31
USER 5874 PAGE 274

INSULAR CHEMICAL CORPORATION

MORTGAGES DEEDS

DEED

The land affected by the within.
instrument lies in Block N in
Section 46 on the Land Map of
the County of Nassau.

R.A.R.
Hess, MELA SEGALL
PEPKIN & GUTERMAN
20 Pine St
New York, N.Y.

47

RECORDED BY
19.4.1.08

6-25-63

ELECTRIC & GAS EASEMENT

DEED 7172 PAGE 413

THIS INDENTURE, made the 27 day of May 1963, between Leslans Realty Corp.
81-03 Haddon Street
Jamaica 32, New York

the grantor, and
LONG ISLAND LIGHTING COMPANY, a New York corporation duly organized and existing under and by virtue of the Laws of the State of New York, having its principal office at 250 Old Country Road, Mineola, New York, the grantee,

WITNESSETH, that the grantor, in consideration of the sum of One (\$1.00) Dollar lawful money of the United States and other good and valuable consideration paid by the grantee, does hereby grant and release unto the grantee, its successors and assigns, forever, easements and rights-of-way on, over, under, across, through and along certain portions of the land of the grantor shown on map of said land entitled Preliminary Mid-Island Industrial, Topographic map of Property situated at Hicksville- Date of September 27, 1961.

lying and being in Hicksville Town of Oyster Bay, County of Nassau, State of New York, ~~as shown in the Office of the Clerk of said County~~ ~~as shown in the Office of the Clerk of said County~~. A copy of said map, on which are now shown the location and width of the said easements and rights-of-way herein granted, is attached hereto and made a part hereof as "Exhibit A".

Said easements and rights-of-way herein granted include the following rights and privileges:

FIRST: To construct, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove single lines of poles including so many poles and such cross-arms, guys, stubs, anchors, cables, wires, fixtures, transformers and other apparatus on said poles as said grantee may now and from time to time deem necessary, and to construct, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove underground electric conduit systems, together with the necessary man-holes and accessories as said grantee may now and from time to time deem necessary.

SECOND: To construct, reconstruct, relocate, operate, repair and maintain, and at its pleasure, remove gas mains, gas service pipes, vaults, vents, regulator pits and the accessories and appurtenances thereto as the said grantee may now and from time to time deem necessary.

THIRD: To attach to the electric distribution lines erected or to be erected thereon other wires for the purpose of providing elective service to consumers upon property adjacent to said easements and rights-of-way.

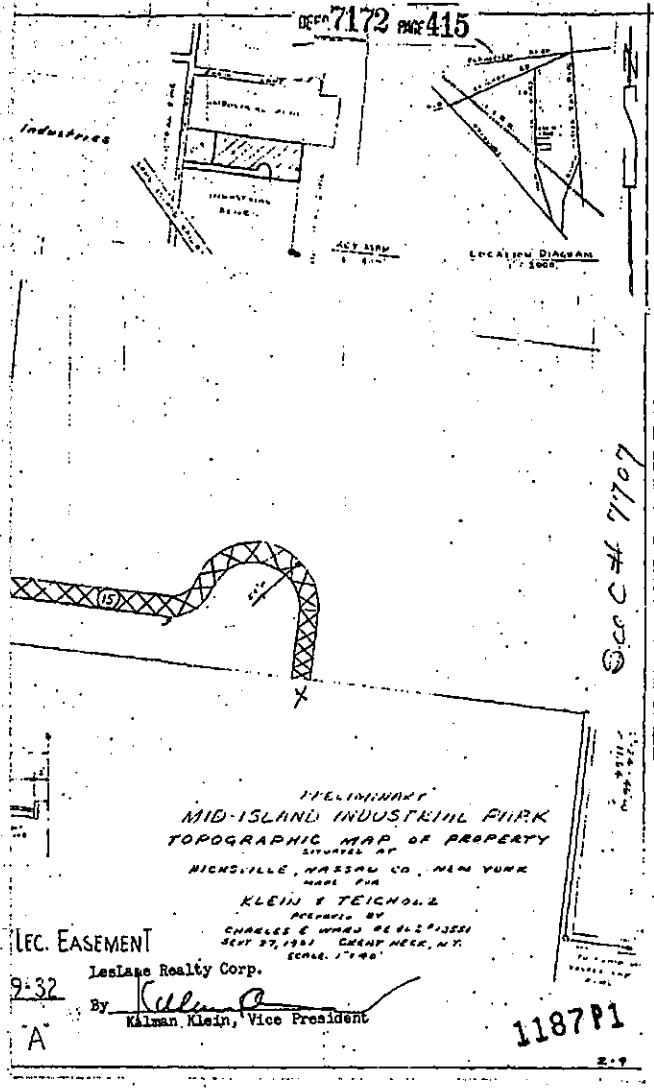
FOURTH: To trim from time to time any trees along said lines so that the lines and wires thereon may be clear by at least forty-eight (48) inches on either side.

FIFTH: To attach to the trees on said easements and rights-of-way herein granted such guy wires and supports as the grantee may now and from time to time deem necessary.

SIXTH: To permit the attachment of communication and telephone service wires and facilities of other public utility companies and to convey to such other companies an interest in the easements and rights-of-way herein granted.

Letted by J. Ver. 6-25-63
Section 17.5 Block 585
"N" Co. Kaldia to adj. P.O. 6-25-63
2130

DEPT 7172 PAGE 415



LEC. EASEMENT

9-32
A
By Kalman Klein
Kalman Klein, Vice President

1187P1

Doc C# 7707

ELECTRIC & GAS EASEMENT

SEVENTH: To permit such access from the street over the balance of the grantor's property as is necessary for the enjoyment of the easements and rights-of-way herein granted.

The poles, cross-arms, guys, anchors, cables, conduits, man-holes, gas mains, service pipes, vaults, vents and other apparatus as from time to time installed, constructed and maintained by the grantee shall at all times be and remain the property of the grantee, its successors and assigns.

The grantor covenants that it is seized of the said land and, for itself, its successors and assigns, forever warrants its title thereto and will defend the easements and rights-of-way herein granted, forever, against all lawful claims and demands.

The easements and rights-of-way herein granted are exclusive and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the grantor has duly executed this deed the day and year first above written.

Leslane Realty Corp.

Isidor Klein
Isidor Klein Vice President

ATTEST:

David L. Luch
Secretary

Seal

7172 417

STATE OF NEW YORK

COUNTY OF

On this day of 1900, one thousand nine hundred and
Sixty-Three, before me, the undersigned, duly qualified to me
known to be the individual described in, and who executed the foregoing
instrument, and acknowledged that he executed the same.

CITY OF NEW YORK

COUNTY OF

On this day of 1900, one thousand nine hundred and
Sixty-Three, before me, the undersigned, duly qualified to me
known, who being of the full age and legal capacity, and that he resides at
in the City of New York, in the County of New York,
that he is the owner of the property described in and which
executed the foregoing instrument, and he knows the nature and contents,
that the said affiant is duly qualified to execute the same, and that he is
authorized by order of the Board of Directors of said corporation, and that
he signed and made same to be filed.

Alfred B. Smith
Notary Public
for the State of New York
My Comm. expires on the 1st day of Jan. 1901

TO THE CLERK OF THE SUPREME COURT OF THE STATE OF NEW YORK
IN AND FOR THE COUNTY OF NEW YORK
I, the undersigned, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of the County of New York.
In testimony whereof, I have hereunto set my hand and the seal of the County of New York, at New York, this 1st day of January, 1901.

RECORDED AND INDEXED
Lester P. Leggett, Clerk of the County of New York
Albany, New York

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

**TAX SEARCH**

Prepared For: First American Title

County: NASSAU

TITLE NO. 0250-3020754872

DATE: 9/25/2015

PREMISES: 125 NEW SOUTH ROAD, HICKSVILLE

TOWN OF OYSTER BAY

VILLAGE: NONE

ASSESSED TO: BAYER POLYMERS LLC

ASSESSED VALUE (COUNTY): 35904/38885

TAX CLASSIFICATION: 710.24

ACR: 14.8600 LOT SIZE: N/A

SCHOOL DISTRICT: HICKSVILLE 17 SECTION: 46 BLOCK: N LOT: 30-31 SWIS CODE: 282489

TOWN OF OYSTER BAY REAL ESTATE TAX

SCHOOL DUE: OCTOBER 1 AND APRIL 1 PERIOD COVERED: JULY 1 TO JUNE 30 (40 DAY GRACE)

GENERAL DUE: (T/C) JANUARY 1 AND JULY 1 PERIOD COVERED: JANUARY 1 TO DECEMBER 31 (40 DAY GRACE)

SD: 017 SEC: 46 BLOCK: N LOT: 30-31

2014/2015 SCHOOL TAX

1 1/2 \$ 89,389.23 PAID

2 1/2 \$ 89,389.23 PAID

2015 GENERAL TAX

1 1/2 \$ 66,900.28 PAID

2 1/2 \$ 66,900.28 PAID

WATER DISTRICT - HICKSVILLE

EXCEPT, NO INFORMATION WAS AVAILABLE AT TIME OF RESEARCH

NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING.

SUBJECT TO PRIOR WATER CHARGES NOT ENTERED AND SUBSEQUENT
WATER CHARGES SINCE DATE OF LAST READING.

SUBJECT TO CONTINUATION PRIOR TO CLOSING.

Note: a separate \$10.00 check is required for all tax payments made to Oyster Bay Receiver of Taxes.

RECOMMEND THAT CUSTOMER CONFIRM AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (IE., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). SEARCH MAY NOT INCLUDE EXISTENCE OF SUCH NOTICES. EXEMPT PROPERTY RESTORED FACTORS (IF ANY) SHOWN ABOVE REPRESENT THE DIFFERENCE BETWEEN THE ACTUAL TAX SHOWN AND WHAT THE TAX WOULD HAVE BEEN HAD THERE BEEN NO EXEMPTION. RESTORED TAX IS FIGURED ON A PRO-RATA BASIS FROM DATE OF DEED TO END OF FISCAL YEAR OF EACH TAX SO AFFECTED. METHOD OF COLLECTION OF RESTORED TAX IS NOT UNIFORM FOR ALL MUNICIPALITIES. SEARCH DOES NOT INCLUDE LEVIES OF RESTORED TAXES NOT YET POSTED BY MUNICIPALITY. SOME ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED BY MUNICIPALITY. RECOMMEND THAT CUSTOMER OBTAIN RECEIPTS FOR SUCH ITEMS AT CLOSING. SEARCH MAY NOT INCLUDE ITEMS NOT A LIEN UP TO THE DATE SHOWN. THE RETURNS ARE SPECIFIC TO SCHOOL DISTRICT, SECTION, BLOCK AND LOT.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042
PHONE:(516) 918-4600 FAX:(516) 918-4540

Abstracters' Information Services

NASSAU MUNICIPAL TAX PAGE

TITLE NO. 0250-3020754872

DATE: 9/25/2015

GENERAL & SCHOOL TAX PAYMENTS

TOWN OF OYSTER BAY

74 AUDREY AVENUE

OYSTER BAY, N.Y. 11771

(516) 624-6400

TAX PAYMENTS PAYABLE TO: JAMES J. STEFANICH, RECEIVER OF TAXES

OFFICE OF NASSAU COUNTY TREASURER

COUNTY CENTER (3RD FLOOR)

1 WEST STREET

MINEOLA, NEW YORK 11501

PHONE: (516) 571-2090

TAX PAYMENTS PAYABLE TO: NASSAU COUNTY TREASURER (CERTIFIED CHECK)

UNPAID SCHOOL TAX TRANSFERS TO THE NASSAU COUNTY TREASURER ON JUNE 1ST

UNPAID GENERAL TAX TRANSFERS TO THE NASSAU COUNTY TREASURER ON SEPTEMBER 1ST

NASSAU COUNTY TAX SALE IS THE 3RD WEEK IN FEBRUARY

**ALL NASSAU COUNTY TAX PAYMENTS MUST BE PAID WITH CERTIFIED FUNDS PAYABLE TO:
NASSAU COUNTY TREASURER.**

**THE TAX SALE BUYER HAS THE OPTION TO FORECLOSE ANYTIME AFTER A "TENTATIVE DEED
/FORECLOSURE" DATE. IF THIS TAX SEARCH INDICATES A "TENTATIVE DEED/FORECLOSURE"
DATE YOU MUST TAKE ADDITIONAL ESCROW TO PROTECT AGAINST THE FILING OF A
LIS PENDENS OR TAX DEED.**

**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**

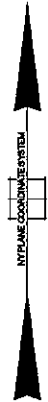
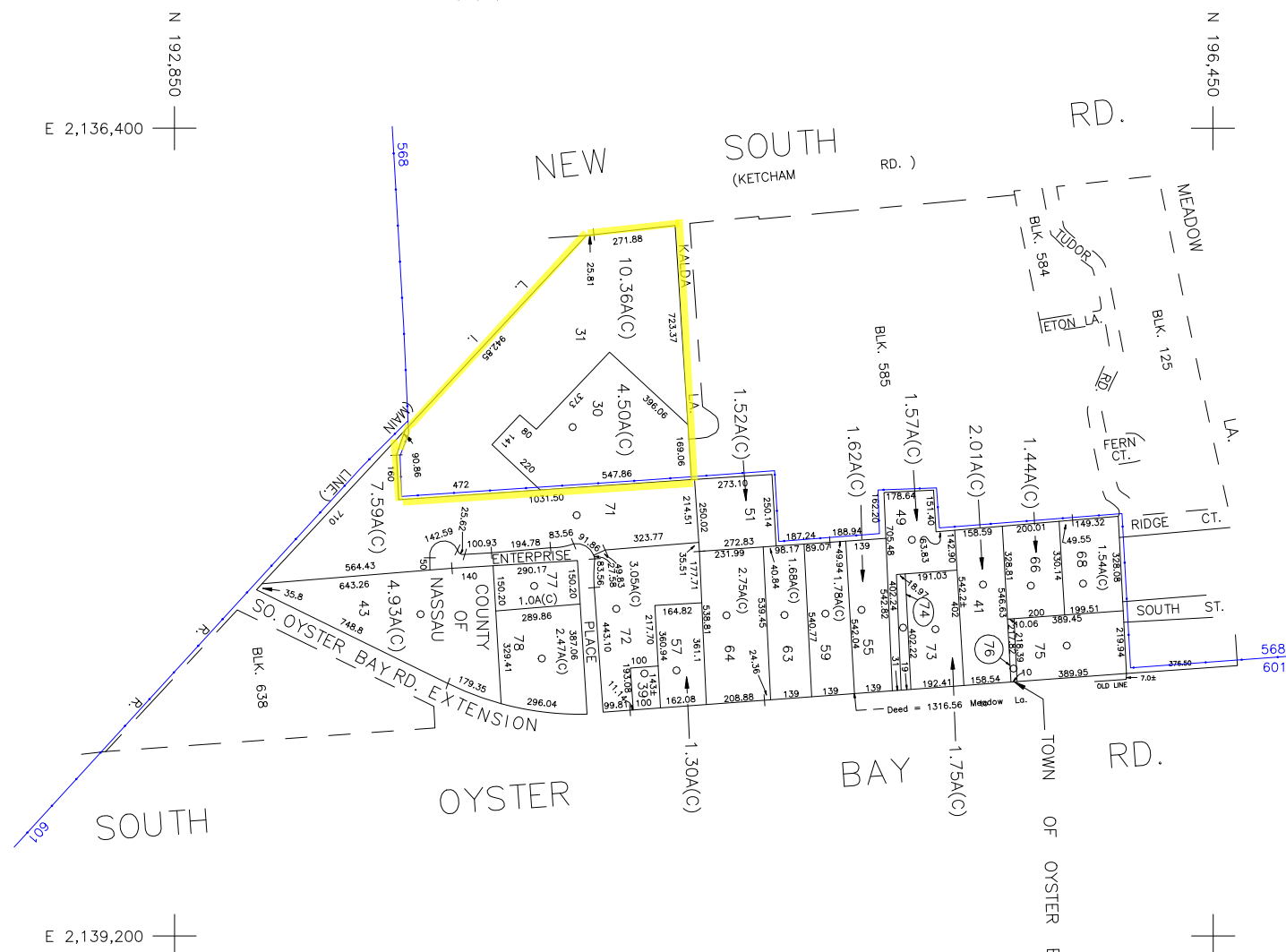
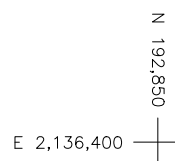
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EXHIBIT C

Copy of Tax Map






LEGEND													SPECIAL DISTRICTS													MUNICIPALITIES																																																																
<div>COUNTY LINE TOWN LINE VILLAGE LINE SCHOOL DISTRICT LINE PROPERTY LINE SPECIAL DISTRICT LINE BLOCK LIMIT LOCATOR POINT TAX MAP PARCEL NO. CALCULATED ACREAGE DEED ACREAGE SCALED DIMENSION DEED DIMENSION REFERENCE MAPS MAP NO.</div>													<div>POLICE County Police WATER Hicksville LIGHTING Town of Oyster Bay LIBRARY FIRE Hicksville</div>													<div>FIRE PROTECTION SANITARY REFUSE & GARBAGE REFUSE DISPOSAL SEWAGE COLLECTION Sewage Collection District #3-L Sewage Collection District #3-B Town of Oyster Bay</div>													<div>PUBLIC PARKING Town of Oyster Bay - Unincorporated Area SEWER Nassau County Sewage Disposal District #3 PARK Hicksville IMPROVEMENT SIDEWALK</div>													<div>DRAINAGE Unincorporated Area of District #1 FIRE HYDRANT RENTAL GARBAGE Garbage District #1 ESCALATOR WATER POLLUTION CONTROL Town, County, College, Police HQ Town Highway</div>													<div>TOWN OF: HEMPSTEAD NORTH HEMPSTEAD OYSTER BAY CITY OF GLEN COVE LONG BEACH VILLAGE OF: SCHOOL DISTRICT Hicksville</div>													<div>Nassau County Department of Assessment Land & Tax Map Map Last Revised: January 12 2009 SEC. 46 BLK. N SHEET 1 OF 1</div>												
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EXHIBIT D

Legal Organizational Documents



LIMITED LIABILITY COMPANY AGREEMENT

OF

BAYER POLYMERS LLC,

a Delaware limited liability company

dated as of October 10, 2002

**LIMITED LIABILITY COMPANY AGREEMENT
OF
BAYER POLYMERS LLC**

This LIMITED LIABILITY COMPANY AGREEMENT (as amended, restated, supplemented or otherwise modified, this "Agreement") of BAYER POLYMERS LLC (the "Company") is being executed by Bayer Corporation (the "Member") as of this 16th day of October, 2002, pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq., as amended from time to time, the "Act"), on the following terms and conditions:

**ARTICLE I
THE COMPANY**

1.1 Organization. The Member hereby agrees to form a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. The Member shall be deemed admitted as a member of the Company upon its execution of this Agreement.

1.2 Company Name. The name of the limited liability company formed hereby shall initially be "Bayer Polymers LLC." All business of the Company shall be conducted in such name or such other name as the Member shall determine. The Company shall hold all of its property in the name of the Company and not in the name of the Member or any of the Directors or Officers.

1.3 Purpose. The purpose and the business of the Company shall be to conduct and transact any and all lawful business for which limited liability companies may be organized under the Act.

1.4 Powers. The Company shall possess and may exercise all the powers and privileges granted by the Act, all other applicable law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion and attainment of the business, purposes or activities of the Company.

1.5 Principal Place of Business. The principal place of business of the Company shall be 100 Bayer Road, Pittsburgh, Pennsylvania 15205 or at such other location as may be designated by the Member from time to time.

1.6 Term. The term of the Company shall be perpetual unless and until the Company is dissolved by the Member or as set forth herein. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company (the "Certificate") in the manner required by the Act.

1.7 Filings; Agent for Service of Process.

(a) The Member hereby ratifies and adopts the Certificate, which has been filed with the Secretary of State of the State of Delaware in accordance with the provisions of the Act, and all actions taken by Robyn B. Martin, as an "authorized person" within the meaning of the Act, to prepare, execute, deliver and file the Certificate with the Secretary of State of the State of Delaware. The Officers shall take any and all other actions determined by the Board of Directors to be reasonably necessary to perfect and maintain the status of the Company under the laws of the State of Delaware. The Member and the Officers (pursuant to direction from the Board of Directors), as appropriate, shall execute and file (or shall cause the Officers to execute and file) amendments to the Certificate whenever required by the Act.

(b) The Member and the Officers (pursuant to direction from the Board of Directors), as appropriate, shall execute and file (or shall cause the Officers to execute and file) such forms or certificates and may take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company under the laws of any other states or jurisdictions in which the Company engages in business.

(c) The initial registered agent for service of process on the Company in the State of Delaware, and the address of such registered agent, shall be the agent for service of process set forth in the Certificate. The Member may change the registered agent and appoint successor registered agents.

(d) Upon the dissolution and completion of winding up of the Company, the Member (or, in the event the Member no longer exists, the person responsible for winding up and dissolution of the Company pursuant to Article IV hereof) shall, or shall cause the Officers to, promptly execute and file a certificate of cancellation of the Certificate in accordance with the Act and such other documents as may be required by the laws of any other states or jurisdictions in which the Company has registered to transact business or otherwise filed articles.

1.8 Reservation of Other Business Opportunities. Except and solely to the extent that any business opportunity of the Member or of any of the Directors or Officers is actually exploited by the Company, no business opportunities of the Member, of any of the Directors or of any of the Officers shall be deemed the property of the Company. The Member and each of the Directors and Officers may engage in or possess an interest in any other business venture, independently or with others, of any nature or description, even if such venture or opportunity is in direct competition with the business of the Company; and the Company shall have no rights by virtue hereof in or to such other business ventures, or to the income or profits derived therefrom.

ARTICLE II MANAGEMENT AND MEMBERSHIP

2.1 Classes of Managers. The Company shall have two classes of managers (as such term is defined in the Act): (a) Directors (which Directors acting collectively pursuant to Section 2.3 shall be the "Board of Directors") and (b) Officers. The Directors (individually or as the

Board of Directors) and the Officers shall have the rights and obligations set forth for each of them herein.

2.2 Management of the Company. The business and affairs of the Company shall be managed by the Board of Directors. The Board of Directors shall have all power and authority to manage, to direct the management, business and affairs of and to make all decisions to be made by or on behalf of the Company. The Board of Directors shall have full power and authority to do all things deemed necessary or desirable to conduct the business of the Company, but shall delegate the day-to-day operation and control of the Company to the Officers. Approval by, consent of or action taken by any of the Officers in accordance with authority granted by or under this Agreement shall constitute approval or action by the Company and shall be binding on the Company. Any Person dealing with the Company shall be entitled to rely on a certificate or any writing signed by any Officer as a duly authorized action on behalf of the Company unless some other approval is otherwise specifically required hereunder.

2.3 Board of Directors.

(a) The Board of Directors shall initially be composed of one Director. The initial director shall be Dr. Attila Molnar. The Member may by written consent increase or decrease the number of Directors and the size of the Board of Directors. The Directors of the Company shall not be required to be Members of the Company. The Directors shall each be natural persons.

(b) The Directors shall be chosen from time to time at the discretion of the Member or upon the occurrence of a vacancy of a Director position. Each Director may be removed, with or without cause, by the Member.

(c) The Board of Directors shall meet from time to time at the request of any Director. The Director requesting such meeting shall provide written notice to each other Director stating the place, day and hour of any Board of Directors meeting, the purpose of such meeting and information necessary to arrange any attendance through telecommunications equipment shall be delivered personally, by mail or by facsimile transmission to each Director by the Director calling such meeting no later than five (5) Business Days in advance of such meeting; provided, however, that the presence of a Director (whether physically or by telecommunications equipment as described below) shall bar any claim by such Director that notice of such meeting was in any manner inappropriate or insufficient. Directors may participate in any Directors' meeting by means of conference telephone or similar communications equipment if all Directors participating in such meeting can hear and speak to one another for the entire discussion of the matter(s) to be voted upon. Participation in a meeting pursuant to the previous sentence shall constitute presence in person at such meeting. A majority of the Directors authorized, whether present in person or by communications equipment as provided above, shall constitute a quorum at any meeting to act as the Board of Directors as provided hereunder. Any action requiring the vote, consent, approval or action of or an election by the Board of Directors or required to be taken at a meeting of the Board of Directors may be taken (i) at a meeting by an affirmative vote of a majority of the Directors present in person or by proxy at such meeting or (ii) without a meeting if a

consent in writing, setting forth the action so taken, will be signed by all of the Directors at such time.

(d) A Director may from time to time authorize another person (including another Director) to act and vote for such Director as proxy. Such authorization shall be in writing, and shall be filed with the Secretary of the Company (or such individual as shall be the secretary of the meeting) before or at the time of any meeting at which such proxy shall be exercised. No proxy shall be valid after three months from the date of execution, unless otherwise provided in the proxy.

(e) The Board of Directors may from time to time form committees of the Board of Directors and delegate authority, rights and duties to such committees as the Board of Directors shall determine. Such a committee may consist of Directors or of other individuals (including but not limited to Officers) upon the determination of the Board of Directors. A committee of the Board of Directors may be formed to act for a certain period of time, upon the termination of which time (absent an extension by the Board of Directors) such committee shall be terminated and dissolved, or may be formed with continuous existence. The Board of Directors may specify upon forming a committee and at any time thereafter, whether in a resolution adopted at a duly constituted meeting of the Board of Directors or by written consent of all of the Directors (i) the name of the committee, (ii) the intended purpose of the committee, (iii) the specific authority, rights and duties, if any, of the Board of Directors delegated to the committee for the purpose specified for the committee, (iv) the members of such committee (which may be specified by name, function or title), (v) how the committee will be organized (including, without limitation, who will chair the meetings of the committee) and (vi) what remuneration, if any, will be paid by the Company for service on the committee. Absent direction from the Board of Directors, any committee may determine the procedures by which such committee may exercise the authority, rights and duties delegated to it, including without limitation further delegation of authority except as specifically provided herein or by the Board of Directors; provided, that only the Board of Directors may provide that only certain individuals on the committee shall vote on any or all matters before the committee or that different individuals on the committee may have votes of different weight. The Board of Directors may terminate the existence of any committee of the Board of Directors.

2.4 Officers. The Officers of the Company shall not be required to be Members of the Company. Each of the Officers shall be natural persons. Initially, the Officers shall include a President, Vice Presidents, a Secretary, an Assistant Secretary, a Treasurer and an Assistant Treasurer. Such other Officers as may be deemed necessary or appropriate may be appointed from time to time by the Board of Directors; each such Officer shall have such title, power, authority and duties, as the Board of Directors may specify by consent or other written election. The Officers shall be collectively responsible to the Member and to the Company for the performance of any obligation of the Officers set forth herein unless the Member shall, by consent or other written election, specify that a specific Officer or group of Officers are responsible for the performance of such obligation. No Officer shall be required to consult with any other Officer to make any decision within such Officer's responsibility or competence unless the Board of Directors has otherwise specified.

2.5 Election of Officers and Term of Office. The Officers shall be elected from time to time by the Board of Directors. Each Officer shall hold office until a successor shall have been duly elected or appointed and shall have qualified or until such Officer's death, resignation or removal in the manner provided hereinafter.

2.6 Removal of Officers. Any Officer may be removed by the Board of Directors whenever in his judgment the best interests of the Company would be served thereby.

2.7 Vacancies. Any Officer who dies or resigns or is removed or disqualified may be replaced by the Board of Directors for the unexpired portion of the replaced Officer's term.

2.8 President. The President shall be the principal executive officer of the Company. Subject to the direction and control of the Board of Directors, he or she shall be in charge of the business of the Company; he or she shall see that the resolutions and directions of the Board of Directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors; and, in general, he or she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. Except in those instances in which the authority to execute is expressly and exclusively delegated to another officer or agent of the Company or a different mode of execution is expressly prescribed by the Board of Directors or this Agreement, he or she may execute for the Company any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed; he or she may (without previous authorization by the Board of Directors) execute such contracts and other instruments as the conduct of the Company's business in its ordinary course requires; and he or she may accomplish such execution either under or without the seal of the Company and either individually or with the Secretary, any Assistant Secretary or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He or she may vote all securities which the Company is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the Company by the Board of Directors.

2.9 Vice Presidents. Vice Presidents shall be subordinate only to the President. In the absence or disability of the President, the Vice President (or if more than one, the Vice President designated by the President) shall perform all duties of that office. Each Vice President shall perform such other specific duties as from time to time shall be delegated to him or her by the President or the Board of Directors.

2.10 Treasurer. The Treasurer shall be the principal, accounting and financial officer of the Company. He or she shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Company; (b) have charge and custody of all funds and securities of the Company, and be responsible therefor and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors may determine.

2.11 Secretary. The Secretary shall: (a) record the minutes of the Member's and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (c) be custodian of the records and of the seal of the Company; (d) sign with the President, or a Vice-President, or any other officer thereunto authorized by the Board of Directors, certificates for membership interest of the Company, the issue of which shall have been authorized by the Board of Directors, and any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors or this Agreement; (e) have authority to certify this Agreement, resolutions of the Member and the Board of Directors and committees thereof, and other documents of the Company as true and correct copies thereof; and (f) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

2.12 Delegation of Authority. The President, at his or her sole discretion, and each other Officer, with the express approval of the Board of Directors, have the power and authority to delegate to one or more Officers, employees, counsel or agents of the Company such Officer's rights and authority to manage and control the business and affairs of the Company, but only if such Officer reasonably believes that any such Officer, employee, counsel or agent is reliable and competent to exercise such rights and authority on behalf of the Company. Any such delegation shall not cause any Officer to cease to be an Officer of the Company.

2.13 Written Consent. Any action requiring the vote, consent, approval or action of the Member may be taken by a consent in writing, setting forth the action so taken, by the Member. Any action requiring the vote, consent, approval or action of any of the Officers or any group of the Officers may be taken by a consent in writing, setting forth the action so taken, by such Officer or Officers.

2.14 Books and Records. The Officers shall keep proper and usual books and records pertaining to the business of the Company. The books and records of the Company shall be kept at the principal office of the Company or at such other places, within or without the State of Delaware, as the Member shall from time to time determine. The Member shall be permitted to review the books and records of the Company at any reasonable hour, with or without prior notice.

2.15 Salary. No salary shall be paid to the Member, the Directors or the Officers for their duties set forth hereunder.

2.16 Resignation. Subject to Section 4.1, the Member may resign from the Company.

2.17 Limited Liability.

(a) Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member, any Director nor any Officer shall be obligated personally for any such debt, obligation or

liability of the Company solely by reason of being a member or manager of the Company.

(b) To the extent that at law or in equity, the Member, a Director, an Officer or any other party shall have duties (including fiduciary duties) and liabilities to the Company, such duties and liabilities may be restricted by provisions of this Agreement. None of the Member, any Director or any Officer shall be liable to the Company (or, in the case of a Director or an Officer, to the Member) for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member or such Director or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on the Member or such Director or Officer by this Agreement.

(c) The Member, each of the Directors and each of the Officers shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to the matters the Member, such Director or such Officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Any repeal or modification of this Section 2.17 shall not adversely affect any right or protection of the Member, any Director or any Officer existing prior to such repeal or modification.

2.18 Indemnification.

(a) The Company shall indemnify and hold harmless the Member, its respective affiliates, officers, directors, shareholders, agents or employees and each of the Officers and Directors (the "Parties") from and against any loss, expense, damage or injury suffered or sustained by the Parties (or any of them) by reason of any acts, omissions or alleged acts or omissions arising out of its or their activities on behalf of the Company or in furtherance of the interests of the Company, including, but not limited to, any judgment, award, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were not performed or omitted fraudulently or in bad faith or as a result of gross negligence or willful misconduct by any such Party; and provided that such Party reasonably believed that the acts, omissions, or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were (i) consistent with the requirements and limitations of this Agreement and (ii) in the best interests of the Company. Such indemnification shall be made only to the extent of the assets of the Company.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Party (or any of them) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Party (or any of them) to repay such amount if it shall be determined that the Party is not entitled to be indemnified as authorized in this Section 2.18.

2.19 Transactions with Affiliates or Relatives. No Director, Officer or other party acting on behalf of the Company (other than the Member) shall or shall have the authority to enter into any sort of transaction or agreement with any Director, Officer or Affiliate or relative of any Director or Officer (other than an Affiliate of the Member) without the prior approval of the Board of Directors, unless such transaction or agreement is arm's length terms and conditions at a commercially competitive price.

2.20 Transfer of Interest. The Member may transfer or assign all or a portion of its interest in the Company. Upon a transfer of the Member's entire interest in the Company, such transferee or assignee shall become the "Member" for all purposes of this Agreement. Upon a transfer or assignment of less than the Member's entire interest in the Company, the Member and such transferee or assignee shall amend this Agreement to reflect such transfer or assignment, or if the terms of such an amendment shall not be agreed upon, the transferring Member may elect to dissolve the Company in its sole discretion.

ARTICLE III FISCAL MATTERS

3.1 Deposits. All funds of the Company shall be deposited in an account or accounts in such banks, trust companies or other depositories as the Board of Directors may from time to time select.

3.2 Expenses. The Company shall reimburse any Officer for any reasonable expense incurred in the course of the business of the Company.

3.3 Financial Records. All financial records shall be maintained and reported using GAAP, consistently applied.

3.4 Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by the Member.

3.5 Agreements, Consents, Checks, Etc. All agreements, consents, checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Officers or those persons authorized from time to time by the Board of Directors.

3.6 Transactions with the Member. Except as provided in the Act, the Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume

one or more obligations of, provide collateral for, and transact other business with the Company and has the same rights and obligations with respect to any such matter as a person who is not the Member.

3.7 Contribution.

(a) The Member shall make the contribution described for that Member on Exhibit A (the "Initial Contribution"). If no time for the Initial Contribution is specified, the Initial Contribution shall be made upon the filing of the Certificate with the Secretary of State. The value of the Initial Contribution shall be as set forth on Exhibit A. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided herein.

(b) In addition to the Initial Contribution, the Member may make additional contributions from time to time. Except to the extent of any outstanding commitment of the Member to make a contribution, the Member shall not be obligated to make any additional contributions. The Member shall adjust the contribution reflected on Exhibit A at any time when the Member makes or promises to make a contribution to the Company.

(c) To the fullest extent permitted by the Act, the Member may revoke and extinguish any obligation to make any contribution hereunder by adjusting the contribution reflected on Exhibit A so as to subtract and remove any portion of the total contribution reflected thereon attributable to the contribution obligation being extinguished.

3.8 Distributions. The Company may make distributions as determined by the Board of Directors from time to time in accordance with this Agreement; provided, however, that no distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of the liabilities of the Company and such distribution does not violate the Act or other applicable law. The Member may, at its sole discretion, elect to receive a distribution from assets other than cash.

ARTICLE IV LIQUIDATION

4.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidation only upon the first to occur of any of the following ("Liquidation Events"):

- (a) the sale of all or substantially all of the property of the Company;
- (b) the written consent of the sole Member;
- (c) the resignation of the Member or any other event that causes the last remaining member of the Company to cease to be a member of the Company, unless the business of the Company is continued in a manner permitted by the Act; or

- (d) the entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act.

4.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purpose of winding up its business and affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Member. The Member shall not take any action which is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Member (or in the event that the Member is dead or no longer exists, the person responsible for winding up the Member's business and affairs) shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities. The property of the Company shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient, shall be applied and distributed, subject to any reasonable reserves maintained for contingent, conditional or unmatured obligations of the Company, in the following order:

- (a) first, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of the Company's debts and liabilities to creditors other than the Member;

- (b) second, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of the Company's debts and liabilities to the Member; and

- (c) the balance, if any, to the Member.

4.3 Member's Bankruptcy. The Member shall not cease to be the Member solely as a result of the occurrence of any of the following and upon the occurrence of any such event, the business of the Company shall continue without dissolution:

- (a) the Member makes an assignment for the benefit of creditors;

- (b) the Member files a voluntary petition in bankruptcy;

- (c) the Member is adjudged a bankrupt or insolvent, or has entered against him an order of relief, in any bankruptcy or insolvency proceeding;

- (d) the Member files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

- (e) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature;

- (f) the Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties;

(g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation is not dismissed; or

(h) appointment of a trustee, receiver or liquidator of the Member.

ARTICLE V MISCELLANEOUS

5.1 Amendments. This Agreement may be altered, amended or repealed, or a new Agreement may be adopted, only upon the consent of the Member.

5.2 Merger and Conversion. The Company may be merged, consolidated or converted with or into any other entity upon the consent of the Member.

5.3 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

5.4 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforced by any creditor of the Company or Member.

5.5 Construction. The Member shall have the full power and authority to construe and interpret this Agreement.

5.6 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.7 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

5.8 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

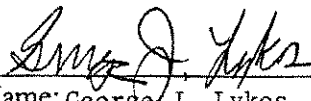
5.9 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member, without regard to the principles of conflicts of laws.

5.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the Member had signed a single document. All counterparts shall be construed together and shall constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the
day first above set forth.

BAYER CORPORATION

By: 

Name: George J. Lykos

Title: Sr. Vice President, General Counsel
and Secretary

EXHIBIT A

Initial Contribution

Bayer Corporation shall make a Capital Contribution of \$1,000.00 to the Company.

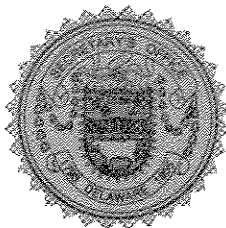
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BAYER POLYMERS LLC", CHANGING ITS NAME FROM "BAYER POLYMERS LLC" TO "BAYER MATERIALSCIENCE LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF APRIL, A.D. 2004, AT 10:36 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE THIRTIETH DAY OF JUNE, A.D. 2004.



3492630 8100

040293829

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3070668

DATE: 04-23-04


CERTIFICATE OF AMENDMENT
OF
BAYER POLYMERS LLC

1. The name of the limited liability company is Bayer Polymers LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST. The name of the limited liability company shall be changed to
Bayer MaterialScience LLC.

3. This Certificate of Amendment shall be effective on June 30, 2004.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Bayer Polymers LLC this 22nd day of April, 2004.



Scott G. Brown, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:45 AM 04/22/2004
FILED 10:36 AM 04/22/2004
SRV 040293829 - 3492630 FILE

Delaware

PAGE 1

The First State

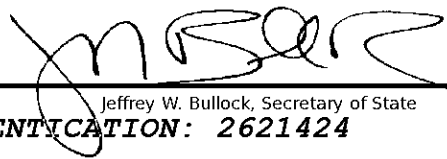
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BAYER MATERIALSCIENCE LLC", CHANGING ITS NAME FROM "BAYER MATERIALSCIENCE LLC" TO "COVESTRO LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF AUGUST, A.D. 2015, AT 4:37 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF SEPTEMBER, A.D. 2015.

3492630 8100

151138337




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2621424

DATE: 08-06-15

CERTIFICATE OF AMENDMENT

OF

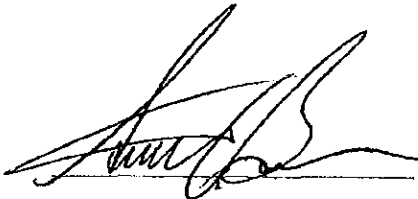
BAYER MATERIALSCIENCE LLC

1. The name of the limited liability company is Bayer MaterialScience LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST: the name of the limited liability company is Covestro LLC.

3. This Certificate of Amendment shall be effective on September 1, 2015.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment this 3rd day of August, 2015.

A handwritten signature in black ink, appearing to read "Scott G. Brown", is written over a horizontal line.

Scott G. Brown, Secretary

COVESTRO LLC

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING OF THE
BOARD OF DIRECTORS**

March 9, 2016

The undersigned, constituting all of the directors of COVESTRO LLC, a Delaware limited liability company (the "Company"), hereby consent to the following actions and adopt the following resolutions by written consent in lieu of a meeting pursuant to Section 18-404(d) of the Limited Liability Company Act of the State of Delaware and the Limited Liability Company Agreement of the Company:

WHEREAS, pursuant to certain remediation being conducted at the premises located at 125 New South Road, Hicksville, New York ("Premises"), the New York Department of Environmental Conservation requires an Environmental Easement be recorded; and

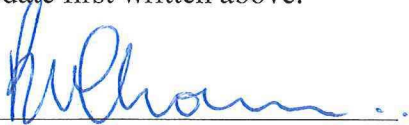
WHEREAS, the undersigned deem it in the best interest of the Company to enter into all documents, agreements and instruments, including, without limitation, the Environmental Easement.

NOW BE IT RESOLVED, that the Senior Vice President, Coatings, Adhesives and Specialties – North America of the Company, namely Christine Bryant, acting alone, is authorized on behalf of the Company to execute and deliver to the New York Department of Environmental Conservation any and all documents necessary for the completion of and in conjunction with the environmental easement for the Premises; and be it

FURTHER RESOLVED, that any third-party dealing with the Company in connection with the transactions authorized by this resolution shall be entitled to rely on the copy or facsimile of this Unanimous Written Consent rather than the original hereof.

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same action of this Board of Directors.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the date first written above.


Patrick Thomas

Daniel Meyer


Gerald F. MacCleary


3/9/16

COVESTRO LLC

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING OF THE
BOARD OF DIRECTORS**

March 9, 2016

The undersigned, constituting all of the directors of COVESTRO LLC, a Delaware limited liability company (the "Company"), hereby consent to the following actions and adopt the following resolutions by written consent in lieu of a meeting pursuant to Section 18-404(d) of the Limited Liability Company Act of the State of Delaware and the Limited Liability Company Agreement of the Company:

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FURTHER RESOLVED, that any third-party dealing with the Company in connection with the transactions authorized by this resolution shall be entitled to rely on the copy or facsimile of this Unanimous Written Consent rather than the original hereof.

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same action of this Board of Directors.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the date first written above.

Patrick Thomas



Daniel Meyer

Gerald F. MacCleary

EXHIBIT E

Legal Description of Environmental Easement Area



Address: 125 New South Road
Hicksville, New York, Nassau County, New York

Tax Map Nos.: 46-N-30 & 46-N-31

SURVEYOR'S DESCRIPTION OF TOTAL ENVIRONMENTAL EASEMENT:

All that tract or parcel of land situated in the Town of Oyster Bay, County of Nassau, and State of New York, being all of the property now or formerly of Bayer MaterialScience LLC described in Liber #11655 Cp 448, dated April 25, 2003 and recorded in the Nassau County Clerk's Office on August 20, 2003 (TM#46-N-30 and 46-N-31), bounded and described as follows:

BEGINNING at a point formed by the intersection of the northeasterly line of the Long Island Railroad right of way with the easterly side of New South Road (Ketcham Road);

Running thence along said easterly side of New South Road North 05 Degrees 47 Minutes 25 Seconds East a distance of 25.81 feet to a point;

Thence still along said easterly side of New South Road North 04 Degrees 27 Minutes 15 Seconds East a distance of 271.88 feet to land now or formerly Zirk;

Thence along the last mentioned line, South 84 Degrees 37 Minutes 30 Seconds East a distance of 892.43 feet to a point;

Thence along the land now or formerly K & T Realty Corporation, South 05 Degrees 03 Minutes 22 Seconds West a distance of 1,019.86 feet to a point;

Thence North 85 Degrees 00 Minutes 00 Seconds West a distance of 160 feet, to a point.

Thence North 55 Degrees 35 Minutes 00 Seconds West a distance of 90.86 feet to a point on the northeasterly line of the Long Island Railroad right of way;

Thence along said Long Island Railroad right of way North 38 Degrees 32 Minutes 45 Seconds West a distance of 942.85 feet to the easterly side of New South Road and the point or place of BEGINNING.

The above described parcels contain 657,138 square feet or 15.1 acres, more or less.

EXHIBIT F

Full Size Copy of Survey



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 New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in more detail in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at www.derweb@dec.ny.gov.

SURVEYOR'S DESCRIPTION - ENVIRONMENTAL EASEMENT,
ENTIRE PROPERTY - TAX MAP PARCEL #S: 46-N-30 & 31

ON ALL THAT CERTAIN PLOT, PIECES OR PARCELS OF LAND, situate in the Town of Oyster Bay, County of Nassau, and State of New York, being bounded and described as follows;

BEGINNING at a point formed by the intersection of the northeasterly line of the Long Island Railroad right of way with the easterly side of New South Road (Ketcham Road);

Running thence along said easterly side of New South Road North 05 Degrees 47 Minutes 25 Seconds East a distance of 25.81 feet to a point;

Thence still along said easterly side of New South Road North 04 Degrees 27 Minutes 15 Seconds East a distance of 271.88 feet to land now or formerly Zirk;

Thence along the last mentioned line, South 84 Degrees 37 Minutes 30 Seconds East a distance of 892.43 feet to a point;

Thence along the land now or formerly K & T Realty Corporation, South 05 Degrees 03 Minutes 22 Seconds West a distance of 1,019.86 feet to a point;

Thence North 85 Degrees 00 Minutes 00 Seconds West a distance of 160 feet, to a point;

Thence North 55 Degrees 35 Minutes 00 Seconds West a distance of 90.86 feet to a point on the northeasterly line of the Long Island Railroad right of way; and

Thence along said Long Island Railroad right of way North 38 Degrees 32 Minutes 45 Seconds West a distance of 942.85 feet to the easterly side of New South Road and the point or place of BEGINNING.

The above described parcel contains 657,138 Square Feet or 15.1 Acres.

ABBREVIATION:

L.I.R.R.	LONG ISLAND RAIL ROAD
P.O.B.	POINT OF BEGINNING
F.K.A.	FORMERLY KNOWN AS
Sq. Ft.	SQUARE FEET
O/H	OVERHEAD UTILITIES

LEGEND:

ENVIRONMENTAL EASEMENT AREA

ENVIRONMENTAL EASEMENT LINE

LOT LINE

CHAIN LINK FENCE

RAILROAD TRACKS

CURB

OVERHEAD UTILITIES (O/H)

PROPERTY LINE BEARING

UTILITY POLE

GUY WIRE

WATER VALVE

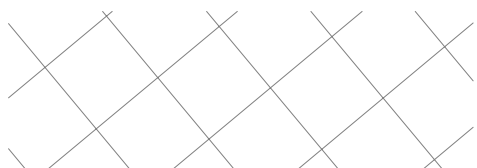
FIRE HYDRANT

SIGN

UNKNOWN UTILITY MANHOLE

GAS VALVE

ELECTRIC BOX



N 85°00'00" W

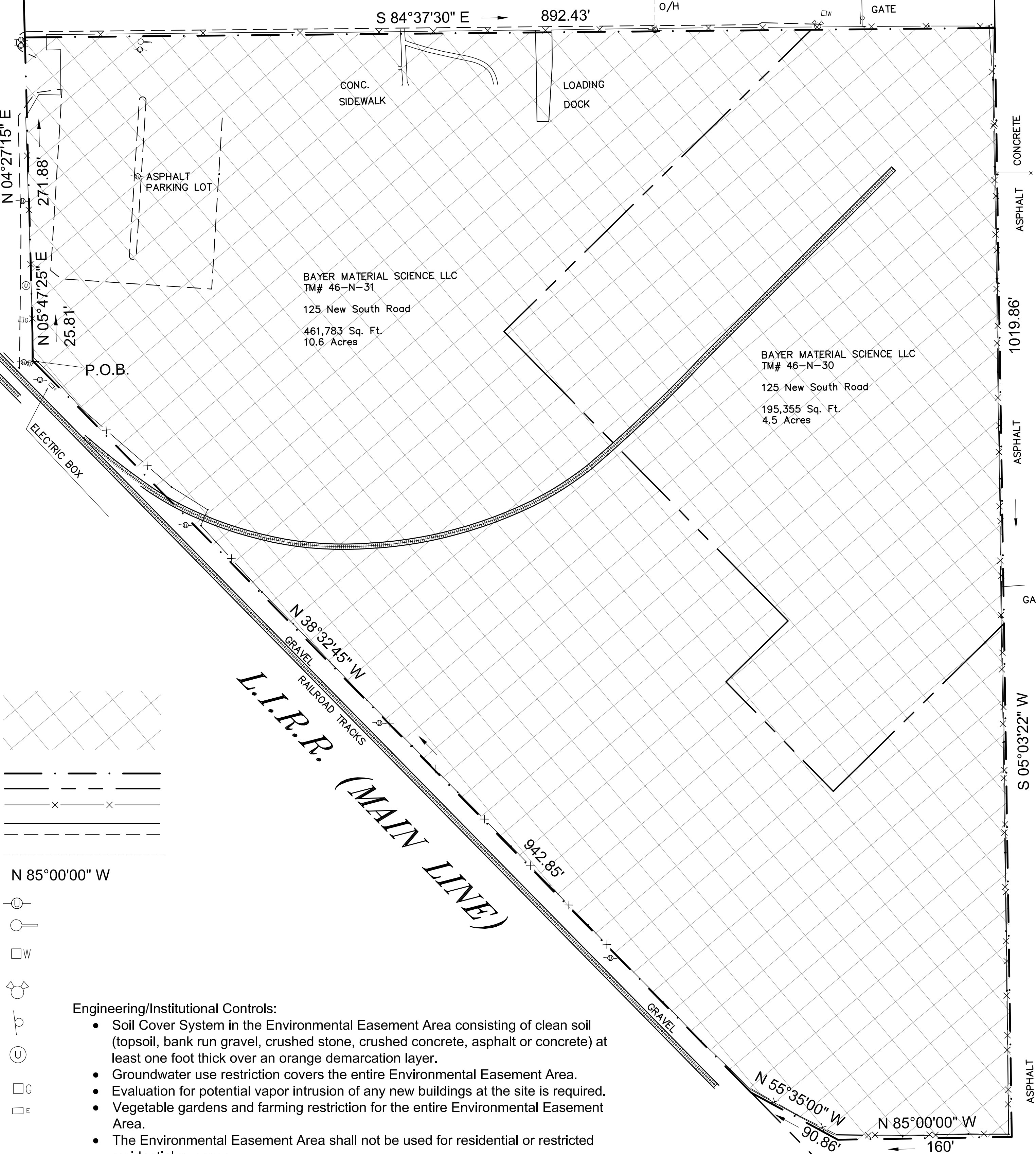
Engineering/Institutional Controls:

- Soil Cover System in the Environmental Easement Area consisting of clean soil (topsoil, bank run gravel, crushed stone, crushed concrete, asphalt or concrete) at least one foot thick over an orange demarcation layer.
- Groundwater use restriction covers the entire Environmental Easement Area.
- Evaluation for potential vapor intrusion of any new buildings at the site is required.
- Vegetable gardens and farming restriction for the entire Environmental Easement Area.
- The Environmental Easement Area shall not be used for residential or restricted residential puposes.

NEW SOUTH ROAD
(F.K.A. KETCHAM ROAD)

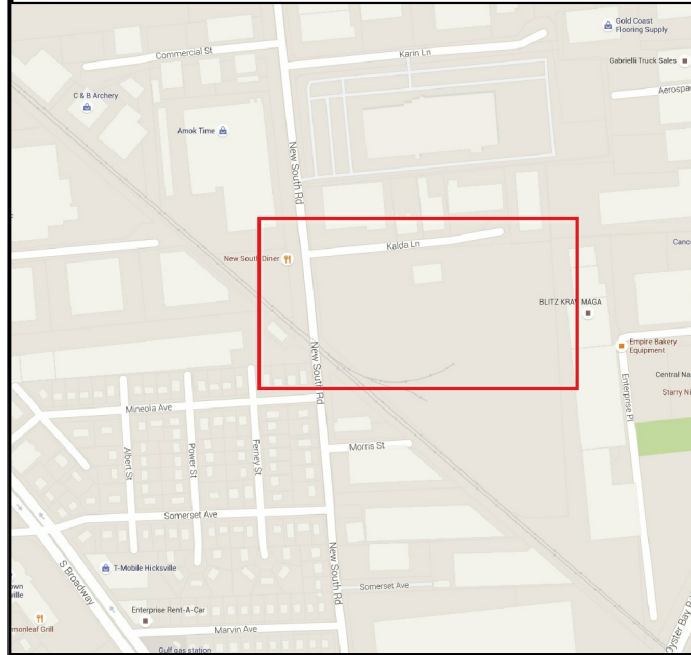
LAND N/F ZIRK

COMMERCE PLACE
(F.K.A. KALDA LANE)

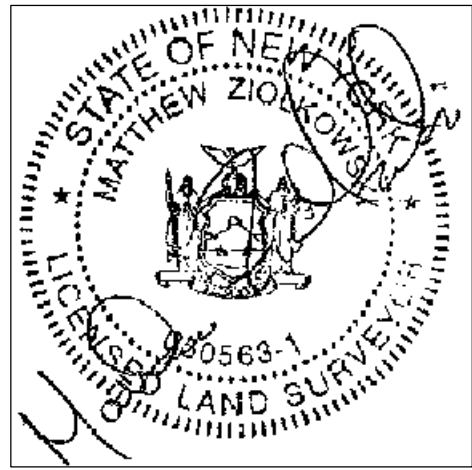
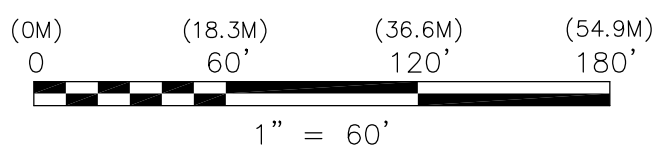


F:\PRJCT\41327\DWG\41327 BOUNDARY-SURVEY.DWG

VICINITY MAP



SCALE



CERTIFIED BY

ZIOLKOWSKI MATTHEW
PROFESSIONAL LAND SURVEYOR
NY STATE LIC No. 050563-1
NJ STATE LIC No. 246504223800

"UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 134 SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW"

"Copies from the original of this survey map not marked with an original of the land surveyor's inked seal or his embossed seal shall not be considered a valid true copy."

1	1/21	LAND N/F OWNER	BR	MZ
NO.	DATE	DESCRIPTION	BY	APPR'D

REVISIONS

MUÑOZ
ENGINEERING P.C.
505 EIGHTH AVENUE
NEW YORK, N.Y. 10018
TEL. (212) 967-6588

**ENVIRONMENTAL
EASEMENT PLAN
NYSDEC SITE #130004
125 NEW SOUTH ROAD
HICKSVILLE,
TOWN OF OYSTER BAY,
NASSAU COUNTY, NEW YORK**

Date 1/21/16	Project No. 41327	Drawn CFA	Approv. MZ
Survey Date: FEBRUARY, 2014		Drawing No. B-1	
Survey Crew:		Sheet No. 1 OF 1	

EXHIBIT G

Draft Notice to Municipality





DRAFT

March 22, 2016

John Venditto, Supervisor
Town of Oyster Bay
Town Hall East
54 Audrey Avenue
Oyster Bay, New York 11771

**RE: Environmental Easement
Former Hooker Chemical/Oxy/RUCO Polymer Corp. Property
125 New South Road
Hicksville, New York**

Dear Mr. Venditto,

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation (NYSDEC) on [REDACTED], 2016, by Covestro LLC for property at 125 New South Road, Hicksville, New York, Tax Map Parcel Nos. 46-N-30 and 46-N-31, NYSDEC Site No. 130004.

This Environmental Easement restricts future use of the above-referenced property to restricted commercial use or restricted industrial use. It also assures that engineering controls, including a soil cover system, and vapor intrusion mitigation measures for any building constructed onsite, will be installed and maintained by the then current owner of the Property. Any on-site activity must be performed in accordance with the Environmental Easement and Site Management Plan that is incorporated into the Environmental Easement. NYSDEC approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the NYSDEC is granted an Environmental Easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such Environmental Easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an Environmental Easement and that may relate to or impact such easement, the affected local government shall notify the NYSDEC and refer such application to the NYSDEC. The NYSDEC shall evaluate whether the application is consistent with the Environmental Easement and shall notify the affected local government of its determination in a timely fashion, considering the timeframe for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the NYSDEC.

An electronic version of every Environmental Easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>.

Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law.

If you have any questions or comments regarding this matter, please do not hesitate to contact me at (412) 413-2236 or tim.troutman@covestro.com.

Sincerely,

COVESTRO LLC

Tim Troutman, P.E.
Environmental Governance

cc: Steven M. Scharf, P.E., New York State Department of Environmental Conservation (e-mail and US Mail)
Katy Murphy, New York State Department of Environmental Conservation (e-mail)
Renata Ockerby, New State Department of Health (e-mail)
Dave Paule, Covestro LLC (e-mail)
John C. Brussel, P.E., Arcadis of New York, Inc. (e-mail)
Andrew C. Enigk, Arcadis of New York, Inc. (e-mail)

EXHIBIT H

TP-584 Combined Real Estate Transfer Tax Form





**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)			Social security number
<input type="checkbox"/> Individual	Covestro LLC			
<input type="checkbox"/> Corporation	Mailing address			Social security number
<input type="checkbox"/> Partnership	1 Covestro Circle			
<input type="checkbox"/> Estate/Trust	City	State	ZIP code	Federal EIN
<input type="checkbox"/> Single member LLC	Pittsburgh	PA	15205	06-1653740
<input checked="" type="checkbox"/> Other	Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN
Grantee/Transferee	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)			Social security number
<input type="checkbox"/> Individual	New York State Department of Environmental Conservation			
<input type="checkbox"/> Corporation	Mailing address			Social security number
<input type="checkbox"/> Partnership	625 Broadway			
<input type="checkbox"/> Estate/Trust	City	State	ZIP code	Federal EIN
<input type="checkbox"/> Single member LLC	Albany	NY	12233-1500	14-6013200
<input checked="" type="checkbox"/> Other	Single member's name if grantee is a single member LLC (see instructions)			Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
S.46,B.N, Lots 30,31	282489	125 New South Road	Hicksville, NY	Nassau

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1" style="display: inline-table;"><tr><td> </td><td> </td><td> </td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>				month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input checked="" type="checkbox"/> Other <u>Easement</u>								

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____		
	Schedule B., Part II \$ _____		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
5.		
6.		

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☒
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

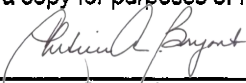
Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature Christine A. Bryant	Senior Vice President Coatings, Adhesives & Specialties - N. America _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date