

OFFICE OF GENERAL COUNSEL

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1500
Phone: (518) 402-9185 • Fax: (518) 402-9018
www.dec.ny.gov

August 17, 2015

SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ms. Virginia C. Robbins
Bond Schoeneck & King
One Lincoln Center
Syracuse, NY 13202-1355

RE: Extinguishment and Release of Environmental Easement
Site Name: Pall Corporation
Site No.: 130053B

Dear Ms. Robbins:

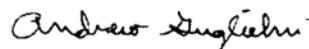
Enclosed, please find the fully executed Environmental Easement, Extinguishment and Release of Environmental Easement and the TP 584 referencing the site located at 30 Sea Cliff Avenue, Glen Cove, NY.

Once the Environmental Easement is recorded, the local municipality will need to be notified via Certified Mail, Return Receipt Requested.

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

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

Sincerely,



Andrew Guglielmi
Associate Attorney
Bureau of Remediation



Department of
Environmental
Conservation

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

THIS INDENTURE made this 12th day of August, 20 15, between Owner(s), **Pall Corporation**, having an office at) 25 Harbor Park Drive, Port Washington, New York 11050 (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 30 Sea Cliff Avenue in the City of Glen Cove, Nassau County, New York known and designated on the tax map of the City of Glen Cove as tax map parcel number section 21 block H lots 37, 273, 314 and 320, being the same as that property conveyed to Grantor by deed on February 1, 1985, and recorded in the Land Records of the Nassau County Clerk at page 882, liber 9617 of Deeds, comprised of approximately 3.69 acres, and hereinafter more fully described in the Land Title Survey dated December 30, 2009 and revised on March 5, 2010 prepared by Nussbaumer & Clarke, Inc., which will be attached to the Site Management Plan. The property description (the "Controlled Property") is set forth in and attached hereto and made a part hereof as Schedule A; and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled

Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36.

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of the Partial Consent Decree and the Second Partial Consent Decree, Case No. 2:09-cv-04126-LDW-ETB, entered by the Clerk of the United States District Court for the Eastern District of New York (collectively, the "Consent Decree"), Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for commercial or industrial use as long as the following long-term engineering controls are employed:

- (i) the use of the groundwater underlying the Controlled Property for any purpose, including but not limited to, potable, process or irrigation water, is prohibited without the implementation of necessary water quality treatment as determined by the Nassau County Department of Health; and
- (ii) annual inspections and annual certifications of the Controlled Property, that certify that any Institutional and Engineering controls set forth in this Environmental Easement and in the Site Management Plan approved by the Department are working properly and are unchanged from the previous certification and that nothing has occurred that impairs the ability of the control to protect public health or the environment and that usage of Controlled Property has not changed; and
- (iii) an active sub-slab depressurization system (or other exposure barrier or mechanism acceptable to the NYSDEC) must be installed in any buildings developed or constructed on the Controlled Property for so long as the mitigation of soil vapor intrusion from a building's sub-slab is necessary; and
- (iv) soil characterization and disposal/reuse of any excavated soils in accordance with NYSDEC regulations.

Additionally, the Grantor hereby acknowledges that the NYSDEC will develop (after the final engineering report is completed) the Site Management Plan ("SMP"), which may include additional institutional controls and engineering controls. The SMP will distinguish the Department's SMP obligations at the Controlled Property from the Grantor's SMP obligations at the Controlled Property. The Grantor, as obligated by the Consent Decree, assumes on behalf of Grantor, its successors and assigns the Grantor's obligations described in the SMP, except that Grantor, its successors and assigns shall have no obligations under the SMP with respect to implementation of any remedial actions relative to "Covered Matters," as this term is defined in the Consent Decree, for which Grantor received a release, discharge and covenant not to sue under the Consent Decree ("Grantor's Limited SMP Obligations"). Notwithstanding the above referenced limitations, with respect to any institutional controls or engineering controls developed in accordance with the Records of Decision for OU No. 1 and OU No. 2, Grantor and its successors and assigns must comply with 6 NYCRR 375-1.11(b). The Grantor's assumption of the Grantor's Limited SMP Obligations, with respect to items (i) through (iv) above, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. Upon notice of not less than thirty (30) days, the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. The Grantor and all successors and assigns assume the burden of complying with the Grantor's Limited SMP Obligations and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYS DEC
625 Broadway
Albany, NY 12233

B. Grantor or its successor and assigns that retain or acquire an ownership interest in the Controlled Property, must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department has developed for the Controlled Property and all Department-approved amendments to that SMP.

C. The Controlled Property may not be used for a higher level of use such as **restricted residential** use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

E. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

F. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement.

5. Enforcement

A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings

and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

C. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:
County Nassau, NYSDEC Site Number 1-30-053B, NYSDEC Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 130053B
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This environmental easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the

obligations imposed by this instrument upon them shall be joint and several.

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

Grantor's Name

By: Jerome L. Hanifan

Title: Vice President, Trade Compliance and Security Date: July 14, 2015

Grantor's Acknowledgment

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 14th day of July, in the year 2015, before me, the undersigned, personally appeared Jerome Hanifan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their capacity(ies), and that by his/~~her~~/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary Harkins
Notary Public - State of New York

MARY HARKINS

Notary Public, State of New York

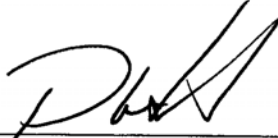
01HA6031288

Qualified in Nassau County

My Commission Expires September 27, 2017

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

By:


Robert W. Schick, P.E., Director
Division of Remediation

Grantee's Acknowledgment

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

On the 12th day of AUGUST, in the year 2015, before me, the undersigned, personally appeared ROBERT SCHICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

PATRICK EUGENE FOSTER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN KINGS COUNTY
NO. 02F08278032
COMMISSION EXPIRES 03/18/2017

SCHEDULE "A"

(Surveyor's Description from the Land Title Survey)

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

BEGINNING at the corner formed by the intersection of the northerly side of Sea Cliff Avenue and the southwesterly side of Glen Cove Arterial Highway;

RUNNING THENCE South 84 degrees 57 minutes West along the northerly side of Sea Cliff Avenue, 399.29 feet;

RUNNING THENCE North 37 degrees 31 minutes East 23.73 feet;

RUNNING THENCE North 30 degrees 33 minutes West 140.28 feet;

RUNNING THENCE North 32 degrees 45 minutes West 189.12 feet;

RUNNING THENCE North 84 degrees 54 minutes East 101.36 feet;

RUNNING THENCE North 5 degrees 06 minutes West 367.16 feet to land now or formerly of New York Water Company;

RUNNING THENCE North 86 degrees 32 minutes East 80.48 feet to the southwesterly side of Glen Cove Arterial Highway;

RUNNING THENCE southeasterly along the southwesterly side of Glen Cove Arterial Highway along the arc of a curve having a radius of 1675 feet and subtended by chord 576.92 feet in length and bearing South 29 degrees 57 minutes 07 seconds East for a distance of 579.80 feet;

RUNNING THENCE South 13 degrees 28 minutes East 6.56 feet;

RUNNING THENCE North 84 degrees 57 minutes East 4.05 feet to the southwesterly side of Glen Cove Arterial Highway;

RUNNING THENCE South 39 degrees 52 minutes 38 seconds East along the southwesterly side of Glen Cove Arterial Highway 178.82 feet to the northerly side of Sea Cliff Avenue, to the point of beginning, containing 3.69 acres more or less.

TOGETHER with all right, title and interest of the party of the first part, in and to the land lying in the street in front of and adjoining said premises.

Note: This description is intended to describe the same property as conveyed in Liber 9617 Page 882. A distance in this description differs from the Schedule 'A' description shown hereon based upon boundary evidence and calculations in order to create a mathematical closure.

**EXTINGUISHMENT AND RELEASE
OF ENVIRONMENTAL EASEMENT**

This EXTINGUISHMENT AND RELEASE OF ENVIRONMENTAL EASEMENT is made as of this 12 day of August, 2015, by the People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation ("NYSDEC" or "Department") with its headquarters located at 625 Broadway, Albany, New York 12233. The Department has the authority to extinguish an environmental easement pursuant to the Environmental Conservation Law Article 71, Title 36 (ECL § 71-3605).

RECITALS

- A. The Department and Pall Corporation (the "Grantor") entered into that certain Environmental Easement ("Easement Agreement") dated as of July 18, 2011 and recorded in the Land Records of the Nassau County Clerk on August 26, 2011 in Book of Deeds 12752 at pages 363-373. Capitalized terms used herein without definition have the meanings ascribed to them in the Environmental Easement Agreement.
- B. The Grantor is the owner of certain real property located at the address of 30 Sea Cliff Avenue in the City of Glen Cove, Nassau County, New York known and designated on the tax map of the City of Glen Cove as tax map parcel number section 21 block H lots 37, 273, 314 and 320, being the same as that property conveyed to Grantor by deed on February 1, 1985, and recorded in the Land Records of the Nassau County Clerk at Page 882, Liber 9617 of Deeds, comprised of approximately 3.69 +/- acres, described on Exhibit A.
- C. The Grantor entered into the Easement Agreement pursuant to the terms of a Partial Consent Decree, Case No. 2:09-cv-04126-LDW-ETB, entered by the Clerk of the United States District Court for the Eastern District of New York on October 23, 2009. A Second Partial Consent Decree in this case was entered by the Clerk of the United States District Court for the Eastern District of New York on June 2, 2015 which together with the Partial Consent Decree is the Consent Decree. The Consent Decree requires the termination of the Easement Agreement and the grant of a replacement Environmental Easement which is consistent with the terms of the Consent Decree.
- D. Pursuant to Section 1, 2, 3, and 5 of the Easement Agreement, the Grantor granted the Department rights and interests that run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of the Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of maintenance, monitoring or operation requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the stated purpose.
- E. Pursuant to Section 9 of the Easement Agreement, the Department desires to terminate and release the Easement Agreement.

TERMINATION AND RELEASE OF ENVIRONMENTAL EASEMENT

1. The above recitals are hereby incorporated into this Termination and Release of Environmental Easement.
2. The Department confirms that the date hereof is the "Termination Date" and the Department accordingly hereby terminates and releases the property as described in Exhibit A.
3. This Termination and Release of Environmental Easement inures to and binds the Department and its successors and assigns.
4. This Termination and Release of Environmental Easement shall be governed by and interpreted in accordance with the laws of the State of New York.

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

By: _____

Robert W. Schick, P.E., Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 12th day of August, in the year 2017, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Patrick Eugene Foster
Notary Public - State of New York

PATRICK EUGENE FOSTER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN KINGS COUNTY
NO. 02FO6278032
COMMISSION EXPIRES 03/18/2017

EXHIBIT A

(Surveyor's Description from the Land Title Survey)

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

BEGINNING at the corner formed by the intersection of the northerly side of Sea Cliff Avenue and the southwesterly side of Glen Cove Arterial Highway;

RUNNING THENCE South 84 degrees 57 minutes West along the northerly side of Sea Cliff Avenue, 399.29 feet;

RUNNING THENCE North 37 degrees 31 minutes East 23.73 feet;

RUNNING THENCE North 30 degrees 33 minutes West 140.28 feet;

RUNNING THENCE North 32 degrees 45 minutes West 189.12 feet;

RUNNING THENCE North 84 degrees 54 minutes East 101.36 feet;

RUNNING THENCE North 5 degrees 06 minutes West 367.16 feet to land now or formerly of New York Water Company;

RUNNING THENCE North 86 degrees 32 minutes East 80.48 feet to the southwesterly side of Glen Cove Arterial Highway;

RUNNING THENCE southeasterly along the southwesterly side of Glen Cove Arterial Highway along the arc of a curve having a radius of 1675 feet and subtended by chord 576.92 feet in length and bearing South 29 degrees 57 minutes 07 seconds East for a distance of 579.80 feet;

RUNNING THENCE South 13 degrees 28 minutes East 6.56 feet;

RUNNING THENCE North 84 degrees 57 minutes East 4.05 feet to the southwesterly side of Glen Cove Arterial Highway;

RUNNING THENCE South 39 degrees 52 minutes 38 seconds East along the southwesterly side of Glen Cove Arterial Highway 178.82 feet to the northerly side of Sea Cliff Avenue, to the point of beginning, containing 3.69 acres more or less.

TOGETHER with all right, title and interest of the party of the first part, in and to the land lying in the street in front of and adjoining said premises.

Note: This description is intended to describe the same property as conveyed in Liber 9617 Page 882. A distance in this description differs from the Schedule 'A' description shown hereon based upon boundary evidence and calculations in order to create a mathematical closure.

Recording office time stamp



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

See Form TP-584-1, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)	Social security number
	Pall Corporation	
	Mailing address	Social security number
	25 Harbor Park Drive	
	City State ZIP code	Federal EIN
Port Washington NY 11050	11-1541330	
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)	Social security number
	The People of the State of New York	
	Mailing address	Social security number
	625 Broadway	
	City State ZIP code	Federal EIN
Albany NY 12233	14-6013200	
	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
21-H-37, 273, 314, & 320	280500	30 Sea Cliff Avenue	Glen Cove	Nassau

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> <tr> <td></td> <td></td> <td>2015</td> </tr> </table>	month	day	year			2015	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
month	day		year						
			2015						
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 type="checkbox"/> Other _____								

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)	l. <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.	0
2.	
3.	
4.	
5.	
6.	0

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) DEC Environmental Easement 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.

Pall Corporation

By: 

Jerome L. Haniff

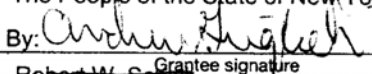
VP, Trade

Compliance &
Security

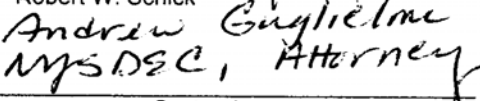
Grantor signature

Title

The People of the State of New York

By: 

Robert W. Schick


Andrew Guglielmo
NYS DEC, Attorney

Grantee signature

Director, Division

Title
of Remediation

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 _____ Date _____ to _____ Date _____ (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