

EASEMENT AND COVENANT AGREEMENT

THIS AGREEMENT is made as of this 25th day of April, 2006, by and between CROTTY ROAD, LLC, a New York Limited Liability Company organized and existing under the laws of the State of New York, having an office at 27 Robert Pitt Drive, P.O. Box 390, Monsey, New York 10952 ("Grantor"), and tesa tape, inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 5825 Carnegie Boulevard, Charlotte, North Carolina 28209 ("Grantee").

WITNESSETH:

WHEREAS, Grantor (as Purchaser) and Grantee (as Seller) entered into that certain Contract of Sale dated as of April 19,, 2006, (the "Contract of Sale") for the sale of certain real property and improvements situated thereon, located at 135 Crotty Road, Wallkill, New York and more particularly described in Exhibit A, annexed hereto and made a part hereof (the "Property" and also referred to herein as the "Easement Premises") from Grantee to Grantor; and

WHEREAS, the Property is listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 3-36-056 and is the subject of two consent orders issued by the New York State Department of Environmental Conservation ("NYSDEC") to Grantee, dated March 31, 1997 and September 21, 2002; and

WHEREAS, in March, 2004, the New York State Department of Environmental Conservation issued a Record of Decision with respect to the Property; and

WHEREAS, a the site management plan entitled "Site Management Plan, tesa tape Middletown Facility NYSDEC Site #336056, April 2004" and a manual entitled "Final Operation and Maintenance Manual tesa tape, Inc., Soil Vapor Extraction and Air Sparge Remediation Systems, February 2003" have been developed for the Property; and

WHEREAS, a Declaration of Restrictive Covenants dated July 1, 2005 has been established for the Property and recorded in the Office of the County Clerk of Orange County on August 8, 2005 in Book 11914 at Page 0514 attached hereto; and

WHEREAS, pursuant to the terms and conditions of the Contract of Sale, Grantee has retained certain obligations with respect to the environmental condition of the Property; and

WHEREAS, pursuant to the terms and conditions of the Contract of Sale, Grantor and Grantee agreed that Grantee shall have reserved and Grantor shall convey to Grantee a certain easement over the Property to allow Grantee access to the Property to fulfill its retained obligations

with respect to the environmental condition of the Property, as more fully described herein; and

WHEREAS, pursuant to the terms and conditions of the Contract of Sale, Grantee has conveyed the Property to Grantor, with such reservation of easement, on even date herewith; and

WHEREAS, pursuant to the terms and conditions of the Contract of Sale, the Grantor hereby intends to grant to Grantee a certain easement over the Property, as more fully described herein;

NOW, THEREFORE, for and in consideration of the premises, easements, conditions, restrictions, and encumbrances contained herein, and One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows.

ARTICLE 1 EASEMENT PREMISES

Section 1.1 Grant of Easement. Grantor hereby grants to Grantee, subject to the terms and conditions of this Agreement, a temporary, non-exclusive easement, right and privilege of use and access in, to, over, under, across and through that portion of the Property as more fully described and depicted in Exhibit A, annexed hereto and made a party hereof (“the Easement Premises”), for the use of the Grantee, its agents, invitees, and licensees in accordance with the terms and conditions of this Agreement (the “Easement”).

ARTICLE 2 TERM OF AGREEMENT

Section 2.1 Effective Date. This Agreement shall be deemed effective upon the date set forth in the introductory paragraph herein (the “Effective Date”).

Section 2.2 Term. The easements and rights granted in this Agreement, and the obligations herein (except as otherwise provided herein) shall continue until each of the obligations referenced in Paragraph 3.1(A) herein is fully satisfied as evidenced by a writing from NYSDEC stating that the obligation has been fully satisfied.

ARTICLE 3 USE OF EASEMENT PREMISES

Section 3.1 Use of Easement Premises. The Grantee’s use of and access to the Easement Premises shall be limited to the following purposes:

A. Grantee shall have access to the Easement Premises at all times, with reasonable prior notice to Grantor, to undertake such activities, including, without limitation, any

investigation, remediation, operations, maintenance or monitoring, to fulfill the requirements and obligations set forth in (i) the Record of Decision, TTI-Crotty Road, Site #3-36-056, Town of Wallkill, Orange County (the "ROD"); (ii) the Site Management Plan, tesa tape Middletown Facility NYSDEC Site #336056, April 2004 (the "SMP"); (iii) the Final Operation and Maintenance Manual tesa tape, Inc., Soil Vapor Extraction and Air Sparge Remediation Systems, February 2003 (the "O&M Manual"); (iv) the Declaration of Restrictive Covenants dated July 1, 2005, and recorded in the Office of the County Clerk of Orange County on August 8, 2005 in Book 11914 at Page 0514 (the "Restrictive Covenants"); (v) the State Pollution Elimination Discharge Permit; and (vi) any additional orders or requirements of the New York State Department of Environmental Conservation with respect thereto.

B. The Grantee shall have access to the Easement Premises to: (i) conduct investigations and other activities related to the ROD, the O&M Manual, the SMP and the Restrictive Covenants; (ii) to conduct, operate, maintain, or undertake any other response, corrective or remedial action as required or necessary under the ROD, SMP, O&M Manual or Restrictive Covenants; and (iii) to monitor any environmental restrictive use covenants applicable to the Easement Premises, including, without limitation, the Restrictive Covenants.

C. Grantee shall provide Grantor a copy of any environmental reports or data submitted to regulatory authorities.

Section 3.2 Quiet Enjoyment. The Grantor covenants that at all times during the term of this Agreement Grantee's use of and access to the Easement Premises, pursuant to Section 3.1 above, shall not be disturbed or impaired by any act of Grantor, or of anyone acting by, through, or under Grantor.

Section 3.3 No Dedication to Public. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any tract to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement be for the exclusive benefit of the parties hereto and the Grantor's successors and assigns and that nothing herein, express or implied, shall confer upon any person or entity, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 3.4 Electricity. The Grantor covenants that at all times during the term of this Agreement, Grantor shall furnish and make available to Grantee, at Grantor's sole cost and expense, electricity necessary to the fulfillment of the requirements and obligations set forth in the ROD, SMP, O&M Manual and Restrictive Covenants or otherwise associated with the purposes set forth in Section 3.1 above.

Section 3.5 Insurance. Grantee, or Grantee's Agent, shall provide Grantor evidence of insurance policies designating Grantor as the co-insured on policies as set forth below.

**ARTICLE 4
TERMINATION**

Section 4.1 Termination. This Agreement may only be terminated or cancelled by the Grantor, its successors and assigns, evidenced by a writing in recordable form at such time as DEC advised Grantee in writing that Grantee has fulfilled the requirements and obligations set forth in (i) the Record of Decision, TTI-Crotty Road, Site #3-36-056, Town of Wallkill, Orange County (the "ROD"); (ii) the Site Management Plan, tesa tape Middletown Facility NYSDEC Site #336056, April 2004 (the "SMP"); (iii) the Final Operation and Maintenance Manual tesa tape, Inc., Soil Vapor Extraction and Air Sparge Remediation Systems, February 2003 (the "O&M Manual"); (iv) the Declaration of Restrictive Covenants dated July 1, 2005, and recorded in the Office of the County Clerk of Orange County on August 8, 2005 in Book 11914 at Page 0514 (the "Restrictive Covenants"); (v) the State Pollution Elimination Discharge Permit; and (vi) any additional orders or requirements of the New York State Department of Environmental Conservation with respect thereto.

Section 4.2 Recording. Upon the termination of this Agreement pursuant to Section 4.1 above, Grantor shall, at its sole expense, execute a Termination and Release of Easement in recordable form and shall cause such Termination and Release of Easement to be recorded in the Office of the Orange County Clerk.

**ARTICLE 5
DEFAULT**

Section 5.1 Default. In the event that either party to this Agreement shall default hereunder, the other party hereto, as well as the Grantor's successors and assigns shall be entitled to institute proceedings (either at law or in equity, or otherwise) for full and adequate relief from the consequences of said default including, but not limited to, the right to specific performance, declaratory relief, injunctive relief, direct (but not special or consequential) damages, or other suitable legal or equitable remedy. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed.

**ARTICLE 6
MISCELLANEOUS**

Section 6.1 Modification. This Agreement may be modified only by the mutual agreement of all of the parties hereto, their successors and assigns, evidenced by a writing in recordable form.

Section 6.2 Notice. All notices, requests, consents and other communications required or permitted to be delivered under this Agreement shall be in writing and shall be delivered

by hand, by overnight commercial courier service or by certified mail, return receipt requested, postage and certification charges prepaid, as follows:

If to Grantor: Crotty Road, LLC.
Attention: Ephraim Grossman
27 Robert Pitt Drive
P.O. Box 390
Monsey, New York 10952

With a copy to: Burt Dorfman, Esq.
Dorfman, Knoebel & Conway, LLP
51 North Broadway
Nyack, NY 10960

If to Grantee: tesa tape, inc.
Attention: Charles Rigano, Jr.
5825 Carnegie Boulevard
Charlotte, NC 28209

With a copy to: Alston & Bird LLP
Attention: Ram Sundar, Esq.
90 Park Avenue
New York, NY 10016

Any party hereto may, from time to time, designate any other address to which such notice, request, consent or other communication addressed to it shall be sent. All such communications shall be effective, if by hand or overnight commercial courier service, when received or, if mailed, five (5) days after mailing.

Section 6.3 Entire Agreement. This Agreement, including schedules, exhibits, and any addendum hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties hereto.

Section 6.4 Governing Law. This Agreement shall be governed by the laws of the State of New York, and any dispute arising hereunder, except as provided for herein, shall be litigated in the Supreme Court, Orange County, New York.

Section 6.5 Negotiated Agreement. All of the parties to this Agreement have participated in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

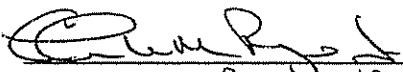
Section 6.6 Joint Venture. The parties hereto shall not be deemed, in any way or for any

purpose, to have become, by the execution of this Agreement, or any action taken under this Agreement, partners, partners in business or otherwise, or a member of any joint enterprises with one another. Further, nothing in this Agreement shall be construed to create any joint venture between the parties.

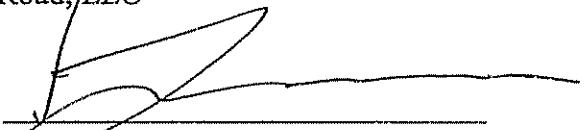
Section 6.7 Captions. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement, or construed as in any manner limiting or amplifying the terms and provision to which they relate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives on the day and year first set forth above.

tesa tape inc.

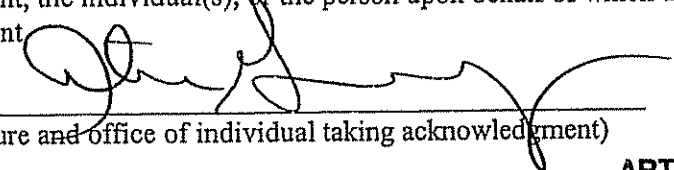
By: 
Name: CHARLES M. RIGADO JR.
Title: TREASURER

Crotty Road, LLC

By: 
Name: Ephraim Grossman
Title: Manager

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

On the 25 day of April, 2006, before me, the undersigned, personally appeared CHARLES M. RIGANO, JR., 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 they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

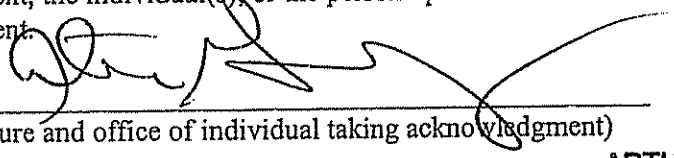


(signature and office of individual taking acknowledgment)

ARTHUR GREENBERGER
Notary Public, State of New York
No. 01GR4715083
Qualified in Queens County
Commission Expires Nov. 30, 2006

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

On the 25 day of April, 2006, before me, the undersigned, personally appeared EPHRAIM GROSSMAN, 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 they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(signature and office of individual taking acknowledgment)

ARTHUR GREENBERGER
Notary Public, State of New York
No. 01GR4715083
Qualified in Queens County
Commission Expires Nov. 30, 2006

Exhibit A - Property Description

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Wallkill, County of Orange and State of New York, and being more accurately bounded and described as follows:

BEGINNING at a point in a fence line, said point of beginning being the southwest corner of lands of Dion as recorded in Liber 1229, Page 272 of Orange County Deed Records;

THENCE from said point of beginning and following along the fence line on the next two courses and distances;

South 43 degrees 24 minutes 40 seconds west 112.88 feet to a point;

South 53 degrees 35 minutes 20 seconds west 58.62 feet to a point in the northerly line of Crotty Road, said point being 25 feet northerly of the centerline of Crotty Road;

THENCE along the northerly line of Crotty Road and following more or less a fence line, and running parallel to and 25 feet northerly of the center line said road, the next several courses and distances;

South 69 degrees 02 minutes 40 seconds west 278.57 feet to a point,

South 74 degrees 46 minutes 40 seconds west 108.58 feet to a point;

South 88 degrees 04 minutes 10 seconds west 57.54 feet to a point;

North 84 degrees 45 minutes 10 seconds west 145.35 feet to a point;

North 86 degrees 15 minutes 10 seconds west 310.35 feet to a point;

North 89 degrees 26 minutes 50 seconds west 129.10 feet to a point;

South 82 degrees 31 minutes 40 seconds west 100.14 feet to a point;

South 72 degrees 10 minutes 20 seconds west 30.97 feet to a point; said point being the southeasterly corner of land now or formerly of Bookstaver;

THENCE following a fence along the easterly line of lands of Bookstaver and land now or formerly of Saxton on the next three courses and distances;

North 36 degrees 26 minutes 10 seconds west 52.83 feet to a point;

North 40 degrees 41 minutes 05 seconds west 456.80 feet to a point;

North 41 degrees 40 minutes 45 seconds west 107.69 feet to a point;

THENCE North 50 degrees 25 minutes 36 seconds east 42.91 feet to a point;

THENCE North 45 degrees 36 minutes 31 seconds west 104.52 feet to a point;

THENCE along the southerly side of Interstate Route 84 the next several courses and distances;

North 54 degrees 52 minutes 11 seconds east 458.68 feet to a point;

North 58 degrees 28 minutes 16 seconds east 351.16 feet to a point;

North 58 degrees 27 minutes 25 seconds east 350.16 feet to a point;

North 60 degrees 39 minutes 02 seconds east 360.35 feet to a point;

North 60 degrees 42 minutes 50 seconds east 300.41 feet to a point;

THENCE running southerly the next two courses and distances;

South 25 degrees 36 minutes 23 seconds east 312.00 feet;

South 24 degrees 45 minutes 53 seconds east 198.02 feet;

THENCE south 64 degrees 54 minutes 10 seconds west 325.00 feet;

THENCE southerly along the lands now or formerly of Dion South 18 degrees 24 minutes 50 seconds east 727.82 feet to the point or place of BEGINNING.