PREPARED BY:
ARM Group Inc.
P.O. Box 797
1129 West Governor Road
Hershey, PA 17033-0797
Attn: Keith Lupfer, P.G.

RETURN TO:
Barley, Snyder, Senft & Cohen LLC
126 King Street
Lancaster, PA 17602-2893
Attn: Michael W. Davis, Esq.

PARCEL IDENTIFICATION NUMBER: 339-70893-0-0000

GRANTOR: EDC Finance Corporation
PROPERTY ADDRESS: Lancaster's Northwest Gateway, Lot 3, 301 Manheim Avenue, City of Lancaster and Manheim Township, Lancaster County, Pennsylvania

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the property identified in Paragraph 1 below (hereinafter referred to as Property) to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. **Property affected**. The Property affected by this Environmental Covenant is located in the City of Lancaster and Manheim Township, Lancaster County, Pennsylvania.

    a. The postal street address for the Property is 301 Manheim Avenue, Lancaster, PA 17603.

    b. The Lancaster County Tax Parcel Identification Number for the subject parcel with respect to this Property is 339-70893-0-0000.

    c. The latitude and longitude of the center of the Property affected by this Environmental Covenant are as follows: 40° 03′ 13.49″ North and 76° 18′ 59.81″ West.

    d. The Property has been known by the following names: Armstrong World Industries Liberty Street Flooring Plant, Lancaster's Northwest Gateway, and the Lancaster General Hospital (LGH) Parcel.

e. The Property's Primary Facility Identification Number as assigned by the Department's Land Recycling Program is eFACTS PF # 701862, Remediation ID # 38424.

f. A complete description of the Property is attached to this Environmental Covenant as Exhibit A.

g. A map showing the boundaries of the Property is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner / GRANTOR**. The EDC Finance Corporation of Lancaster is the Owner of the Property and the GRANTOR of this Environmental Covenant.

The mailing address of the Owner is:

EDC Finance Corporation
100 South Queen Street
Lancaster, PA 17608-1558
Attn: Mr. David Nikoloff, Executive Director

with a copy to counsel:

Mark Stanley, Esquire
Hartman, Underhill & Brubaker
221 East Chestnut Street
Lancaster, PA 17602-2705

3. **Holder(s) / GRANTEE(S).** The following is/are the GRANTEES and "holders," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: Lancaster General Hospital. The mailing address for the holder and the identity of their legal counsel are provided below.

Lancaster General Hospital
555 North Duke Street
P.O. Box 3555
Lancaster, PA 17604-3555
Attn: Jan Bergen, Executive Vice President

with a copy to:

Lancaster General Hospital
555 North Duke Street
P.O. Box 3555
Lancaster, PA 17604-3555
Attn: Robert P. Macina, Esquire

4. **Description of Contamination & Remedy**. As a result of historical industrial operations, certain substances were detected in certain portions of the Property above the Land Recycling and Environmental Remediation Standards Act ("Act 2") residential Statewide Health Standards ("SHSs") in groundwater, including select volatile and semi-volatile organic compounds and dissolved metals. Notwithstanding the above-described areas of impact, the Property was determined to meet Act 2 SHSs based on a combination of residential and non-residential uses of the Property. Additional information about the characterization activities, including: the specific substances detected, the sampling and monitoring that was performed, and the remedial activities that were performed on the Property, are described in a Final Report prepared by ARM Group Inc. (ARM), dated September 11, 2009.

The Department also approved an area-wide non-use aquifer determination (NUAD) for the City of Lancaster on November 20, 2007, and also separately approved a NUAD submitted by ARM on September 15, 2008, for that portion of the Property located in Manheim Township. Groundwater monitoring of attainment wells located along the downgradient property line was conducted. Based on a comparison of groundwater attainment results to historical sampling results, a petition for reduction of groundwater sampling rounds was approved by the Department on November 6, 2009.

The Department-approved Final Report for groundwater contains provisions for a Post Remediation Care Plan (PRCP). This plan details the following: a) continued groundwater assessment of Well RW-20 to demonstrate that concentration trends for toluene continue to meet residential non-use aquifer standards; and b) the Holder and/or future owners will report the findings of the groundwater sampling for toluene to the Department.

The above-referenced reports and correspondence are maintained by the Department in its Southcentral Regional Office file room and are available for inspection at that location in accordance with the Department's (or its successor agency's) document retention and public access policies:

Pennsylvania Department of Environmental Protection
Southcentral Regional Office
Land Recycling Program
909 Elmerton Avenue
Harrisburg, PA 17110

5. **Activity & Use Limitations**. The Property is subject to the following activity and use limitations, which the then current Owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

a. Confirming the status of groundwater use on the Manheim Township properties located within the site-specific non-use aquifer survey area annually, by contacting: (1) Manheim Township to confirm that Manheim Township's mandatory connection ordinance is still in effect and (2) the local water purveyor (the City of Lancaster) to confirm that those properties are still connected to the public water supply system.

6. **Notice of Limitations in Future Conveyances**. Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting**. The then current owner of the Property shall submit to the Department written documentation when the activity and use limitations in this Environmental Covenant are not being abided by, including any failure of the remedy, any proposed groundwater use, or upon Department request.

Within one (1) month after any of the following events, the then current owner of the Property shall submit, to the Department and to any Holder listed in Paragraph 3, written documentation of the applicable event: 1) non-compliance with the activity and/or use limitations described within this Environmental Covenant; or 2) transfer of the Property.

8. **Access by the Department and Holder**. In addition to any rights already possessed by the Department and the Holders, this Environmental Covenant grants to the Department and the Holders a right of access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording & Proof & Notification**. Within 30 days after the date of the Department's approval of this Environmental Covenant, the Owner and Grantor (EDC Finance Corporation) shall file this Environmental Covenant with the Recorder of Deeds for Lancaster County, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recording. Within that time period, the Owner and Grantor shall also send a file-stamped copy to each of the following: Manheim Township Board of Commissioners; Lancaster County Commissioners; and to all Holders identified in Paragraph 3 of this Environmental Covenant (Lancaster General Hospital).

10. **Termination or Modification**. Except as otherwise provided herein, this Environmental Covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509.

11. **Department's address**. Communications with the Department regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection
Southcentral Region
909 Elmerton Avenue
Harrisburg, PA 17110-8200
Attn: Environmental Cleanup Program Manager

ACKNOWLEDGMENTS by Owner/Grantor and Grantees/Holders:

EDC Finance Corporation – "Grantee/Owner"

Date: By: _____
Name: David Nickoloff
Title: Executive Director

Lancaster General Hospital – "Grantee/Holder"

Date: By: _____
Name: Jan Bergen
Title: Executive Vice President

APPROVED, by **Commonwealth of Pennsylvania, Department of Environmental Protection**

Date: 12/8/09 By: _____
Name: John F. Krueger
Title: Environmental Cleanup Program Manager

COMMONWEALTH OF PENNSYLVANIA)[other state, if executed outside PA]
)
COUNTY OF LANCASTER) SS:

On this 4th day of December, 2009 before me, the undersigned officer, personally appeared David Nickoloff who acknowledged himself/herself to be the Executive Director of the EDC Finance Corporation , and the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JEAN K. CARROLL - NOTARY PUBLIC
City of Lancaster, Lancaster County
MY COMMISSION EXPIRES JAN. 09, 2011

In witness whereof, I hereunto set my hand and official seal.

Jean K Carroll
Notary Public

COMMONWEALTH OF PENNSYLVANIA)[other state, if executed outside PA]
)
COUNTY OF LANCASTER) SS:

On this 4th day of December, 2009, before me, the undersigned officer, personally appeared Jan Bergen who acknowledged ~~himself~~/herself to be the Executive Vice President of the Lancaster General Hospital , and the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Roberta L. Gainer, Notary Public
City of Lancaster, Lancaster County
My Commission Expires Dec. 6, 2012
Member, Pennsylvania Association of Notaries

In witness whereof, I hereunto set my hand and official seal.

Roberta L. Gainer
Notary Public

COMMONWEALTH OF PENNSYLVANIA)[other state, if executed outside PA]
)
COUNTY OF DAUPHIN) SS:

On this 8th day of December, 2009 before me, the undersigned officer, personally appeared John F. Krueger who acknowledged himself/~~herself~~ to be the Environmental Cleanup Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, and the person whose name is subscribed to this Environmental Covenant, and acknowledged that ~~s~~/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sally A. Bomberger, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Dec. 3, 2012
Member, Pennsylvania Association of Notaries

Sally A. Bomberger
Notary Public

EXHIBIT A

WEBER SURVEYORS, INC.
931 STONY BATTERY
LANDISVILLE, PENNSYLVANIA 17538
PHONE: (717) 898-9466
FAX: (717) 898-9567

Legal Description
Lancaster's Northwest Gateway
Lot 3 – 301 Manheim Avenue
Manheim Township, Lancaster County

November 17, 2009

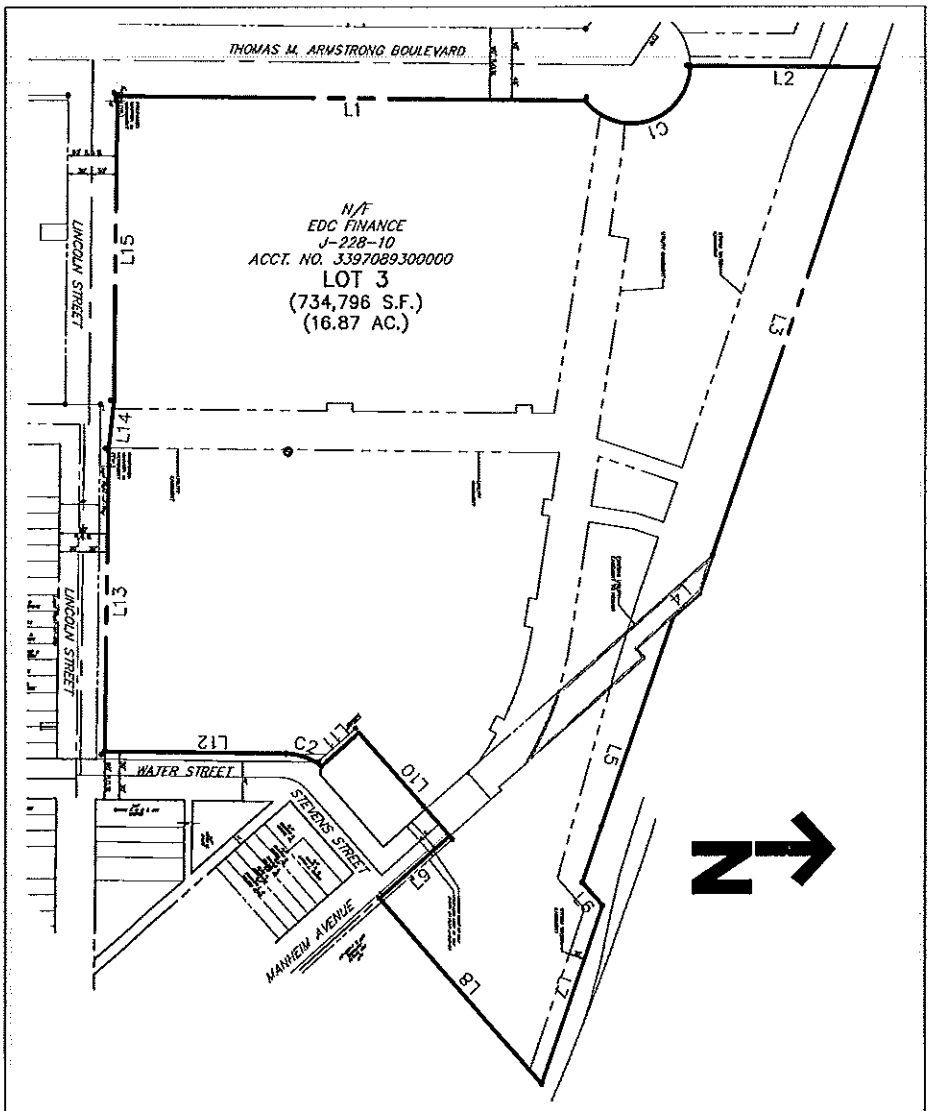
ALL THAT CERTAIN piece, parcel or tract of land situated on the East side of Thomas M. Armstrong Boulevard, located in the Manheim Township, Lancaster County, Pennsylvania, being known as Lot 3, as shown on a Revised Final Subdivision and Land Development Plan for Lancaster's Northwest Gateway/ Armstrong Project, prepared by David Miller/Associates, Inc., recorded in The Lancaster County Recorder Of Deeds Office, Instrument No. _____, said tract being more fully bounded and described as follows:

BEGINNING at a point at the intersection of the East right-of-way line of Thomas M. Armstrong Boulevard and the North right-of-way line of Lincoln Street; thence extending along Thomas M. Armstrong Boulevard the two (02) following courses and distances: [1] North zero (00) degrees thirty-seven (37) minutes zero (00) seconds East, a distance of five hundred eighty-six and two hundredths (586.02) feet to a point; and [2] on a line curving to the left having a radius of seventy-three and zero hundredths (73.00) feet, an arc length of one hundred eighty and eighty-five hundredths (180.85) feet, a chord bearing of North eighteen (18) degrees twenty-four (24) minutes forty-two (42) seconds West and a chord distance of one hundred thirty-eight and two hundredths (138.02) feet to a point, a corner of Lot 2; thence extending along the same, North zero (00) degrees thirty-seven (37) minutes zero (00) seconds East, a distance of two hundred thirty-three and ninety-five hundredths (233.95) feet to a point in line of lands now or formerly of Amtrak; thence extending along the same the five following courses and distances: [1] South seventy-one (71) degrees thirteen (13) minutes two (02) seconds East, a distance of six hundred ninety and eighty-seven hundredths (690.87) feet to a point; [2] South forty-one (41) degrees twenty-seven (27) minutes thirty-three (33) seconds East, a distance of forty-three and seven hundredths (43.07) feet to a point; [3] South seventy-one (71) degrees seven (07) minutes fifty-eight (58) seconds East, a distance of three hundred fifty and eighteen hundredths (350.18) feet to a point; [4] North forty-eight (48) degrees thirty-two (32) minutes twenty-seven (27) seconds East, a distance of thirty-eight and three hundredths (38.03) feet to a point; and [5] South seventy-one (71) degrees nine (09) minutes five (05) seconds East, a distance of two hundred thirty-four and fifty-two hundredths (234.52) feet to a point, a corner of lands now or formerly of LLM Realty Partners; thence extending along the same, South forty-eight (48) degrees thirty-two (32) minutes twenty-seven (27) seconds West, a distance

of three hundred seven and fifty-six hundredths (307.56) feet to a point on the North right-of-way line of Manheim Avenue; thence extending along Manheim Avenue, North forty-one (41) degrees twenty-seven (27) minutes thirty-three (33) seconds West, a distance of one hundred seventeen and twenty-three hundredths (117.23) feet to a point; thence crossing Manheim Avenue and extending along lands now or formerly of Lancaster General Hospital, South forty-eight (48) degrees thirty-two (32) minutes twenty-seven (27) seconds West, a distance of one hundred seventy-two and zero hundredths (172.00) feet to a point in the centerline of a 14' wide alley (to be abandoned); thence extending along the centerline of the alley, South forty-one (41) degrees twenty-seven (27) minutes thirty-three (33) seconds East, a distance of sixty-two and forty-nine hundredths (62.49) feet to a point on the proposed West right-of-way line of Water Street; thence extending along the Water Street the two (02) following courses and distances: [1] on a line curving to the left having a radius of seventy-five and zero hundredths (75.00) feet, an arc length of forty-seven and sixty-eight hundredths (47.68) feet, a chord bearing of South eighteen (18) degrees fifty-three (53) minutes twenty-two (22) seconds West and a chord distance of forty-six and eighty-eight hundredths (46.88) feet to a point; and [2] South zero (00) degrees forty (40) minutes forty-one (41) seconds West, a distance of two hundred twenty-six and thirty-eight hundredths (226.38) feet to a point on the proposed North right-of-way line of Lincoln Street; thence extending along Lincoln Street the three (3) following courses and distances: [1] North eighty-nine (89) degrees twenty-three (23) minutes zero (00) seconds West, a distance of three hundred seventy-six and eighty-eight hundredths (376.88) feet to a point; [2] North eighty-three (83) degrees fifty-two (52) minutes five (05) seconds West, a distance of sixty and twenty-eight hundredths (60.28) feet to a point; and [3] North eighty-nine (89) degrees twenty (20) minutes nineteen (19) seconds West, a distance of three hundred seventy-nine and thirty-seven hundredths (379.37) feet to the place of BEGINNING.

CONTAINING 16.87 Acres

EXHIBIT B



LINE TABLE		
LINE	LENGTH	BEARING
L1	586.02	N00°37'00"E
L2	233.95	N00°37'00"E
L3	690.87	S71°13'02"E
L4	43.07	S41°27'33"E
L5	350.18	S71°07'58"E
L6	38.03	N48°32'27"E
L7	234.52	S71°09'05"E
L8	307.56	S48°32'27"W

LINE TABLE (CONT.)		
LINE	LENGTH	BEARING
L9	117.23	N41°27'33"W
L10	172.00	S48°32'27"W
L11	62.49	S41°27'33"E
L12	226.38	S00°40'41"W
L13	376.88	N89°23'00"W
L14	60.28	N83°52'05"W
L15	379.37	N89°20'19"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	DISTANCE
C1	73.00	180.85	211.67	141°56'37"	N18°24'42"W	138.02
C2	75.00	47.68	24.68	36°25'22"	S18°53'22"W	46.88

LOT 3 EXHIBIT

LANCASTER'S NORTHWEST GATEWAY/ ARMSTRONG PROJECT

LANCASTER CITY/ MANHEIM TWP., LANCASTER COUNTY, PA

JOB NO. 06-165.3, DWG. NO. 0616518EX11, SCALE: 1"=150', DATE: 11/19/09

DM/A
DAVID MILLER/ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING/PLANNING/SURVEYING
1076 Centerville Road / Lancaster, PA 17601
(717) 898-3402 / fax: (717) 898-9365 / www.dma.com

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