

**GRANTOR:** YOOKEL, Inc., A New York Corporation  
**PROPERTY ADDRESS:** One Ben Fairless Drive, Falls Twp. Bucks County, PA

## 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 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 (Property) by this Environmental Covenant is located in Falls Township, Bucks County.

The postal street address of the Property is: One Ben Fairless Drive.  
The County Parcel Identification No. of the Property is: 13-51-1-1  
The latitude and longitude of the center of the Property affected by this Environmental Covenant is: N 40° 09' 35.76" W 74° 46' 03.43".  
The Property has been known by the following name(s): Proposed Samax 14.2-Acre Parcel.

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

2. **Property Owner / GRANTOR.** Yookel Inc., a New York Corporation, is the owner of the Property. The mailing address of the Owner is: 29 Riverside Avenue, Building 2, Newark, NJ 07104-4237.

3. **Holder(s) / GRANTEE.** The following is/are a "holder," as that term is defined in 27 Pa. C.S. § 6501, of this Environmental Covenant: United States Steel Corporation. The mailing address of the Holder is 600 Grant Street, Pittsburgh, PA 15219-2800.

4. **Description of Contamination & Remedy.**  
Site Constituents of Concern (COCs) include Target Compound List (TCL) VOCs, TCL Semi-VOCs, PAHs, Polychlorinated Biphenyls (PCBs), and Priority Pollutant (PP) Metals in soils at the Site. An RIR/FR was prepared to document attainment of the Pennsylvania Nonresidential Statewide Health Standards under the Pennsylvania Land Recycling Program. The demonstration of attainment will pertain to Site soils only; groundwater will be addressed on a Site-wide basis at a later date. The soil Medium Specific Concentrations (MSCs) are based on non-use aquifer, non-residential criteria. The Site obtained a non-use aquifer designation from the PADEP in April 1999.

Remedial Investigation (RI) activities were completed between October

30, 2007 and November 1, 2007. A total of 32 soil samples were collected for laboratory analysis at across the 14.2-acre Site. Sample collection was biased based on field observations toward areas that indicated the greatest potential for impact from historic operations.

There were no TCL VOCs, TCL Semi-VOCs, PAHs, PCBs, or PP Metals detected in any soil samples analyzed at concentrations above their applicable Pennsylvania Direct Contact Non-Residential Statewide Health Soil criteria.

The Site is part of an industrial park and only non-residential uses of the Site are permitted for the future. The U. S. Steel Site has been designated as a non-use aquifer since April 1999. Currently, there are no withdrawals of groundwater for potable or non-potable purposes between the up gradient boundary of U. S. Steel Site and the Delaware River. Furthermore, the use of on-Site groundwater is restricted and all present and future use of groundwater from any source on the property shall be prohibited except for purposes of monitoring groundwater quality, as necessary.

By deed recordation, the uses of the subject property will be restricted to non-residential purposes and prohibit groundwater use.

5. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

- Grantor, its successors and assigns, shall not withdraw, use for human or animal consumption, industrial, agricultural or commercial applications, or otherwise disturb the groundwater on, upon or under the Premises, for any purpose whatsoever.
- Grantor hereby restricts the uses of this property to use as a non-residential property, as defined as, "any real property on which commercial, industrial, manufacturing or any other activity is done to further the development, manufacturing, or distribution of goods and services, intermediate and final business activities, research and development, warehousing, shipping, transport, remanufacturing, stockpiling of raw materials, storage, repair and maintenance of commercial machinery and equipment, and solid waste management. This term shall not include schools, day care centers, nursing homes or other residential-style facilities or recreational areas." All residential use of the property for the housing of human beings is prohibited.

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.** By the end of every January following the effective date of this Environmental Covenant, the Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. The Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation following transfer of the property, concerning proposed changes in use of the property, filing of applications for building permits for the property or proposals for any site work affecting the contamination on the property subject to this Environmental Covenant.

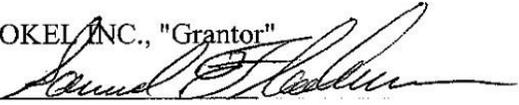
8. **Access by the Department.** In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of access of the Property in connection with implementation or enforcement of this Environmental Covenant.

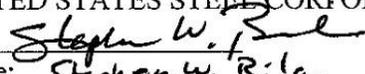
9. **Recordation & Proof & Notification.** Within 30 days after the date of the Department's approval, the Owner(s) shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recordation. Within that time period, the Owner(s) also shall send a file-stamped copy to each of the following: each Municipality and County in which the Property is located; any Holder identified in this Environmental Covenant; each person holding a recorded interest in the Property; each person in possession of the Property.

10. **Termination or Modification.** 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: PADEP, ECP Manager, 2 East Main Street, Norristown, PA 19401.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

Date: July 6, 2008  
YOOKEL INC., "Grantor"  
By:   
Name: Samuel Fleischman  
Title: President

Date:  
UNITED STATES STEEL CORPORATION, Grantee  
By:   
Name: Stephen W. Bilan  
Title: General Manager

Date:  
APPROVED, by Commonwealth of Pennsylvania.  
Department of Environmental Protection  
By: \_\_\_\_\_  
Name: Stephan Sinding  
Title: ECP Manager

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

On this 6 day of July, 2008 before me, the undersigned officer, personally appeared AMUELE [Owner, Grantor] who acknowledged himself/herself to be 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.

Yolanda Moskowitz  
Notary Public

**YOLANDA MOSKOVITS**  
Notary Public State of New York  
No. 24-4602410  
Qualified in Kings County  
Commission Expires March 30, 2010  
6/30/10

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF *Bucks* ) SS:

On this 18<sup>th</sup> day of July, 2008, before me, the undersigned officer, personally appeared *Steph. W. Bink* [Holder, Grantee] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

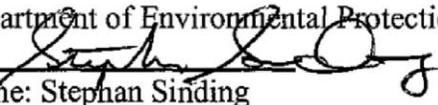
In witness whereof, I hereunto set my hand and official seal.

*Judith L Cochran*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Judith L. Cochran, Notary Public  
Falls Twp., Bucks County  
My Commission Expires Mar. 7, 2010  
Member, Pennsylvania Association of Notaries

Property Owner: Yookel Inc.  
Property Address: One Ben Fairless Drive (Samax)

Date:

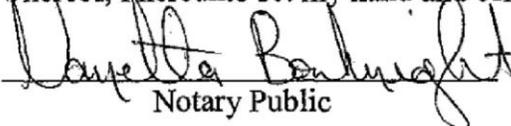
APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection  
By:   
Name: Stephan Sinding  
Title: Environmental Cleanup Program Manager  
PADEP - SERO

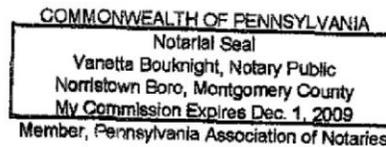
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

On this 21<sup>st</sup> day of July, 2008, before me, the undersigned officer, personally appeared Stephan Sinding who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

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

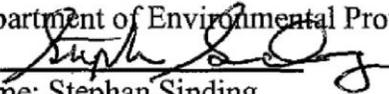
  
Notary Public



Property Owner: Yookel Inc.  
Property Address: One Ben Fairless Drive (Samax)

APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection

Date:

By: 

Name: Stephan Sinding

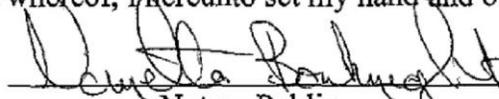
Title: Environmental Cleanup Program Manager  
PADEP - SERO

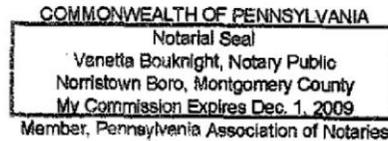
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

On this 29<sup>th</sup> day of July, 2008, before me, the undersigned officer, personally appeared Stephan Sinding who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

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

  
Notary Public



LEGAL DESCRIPTION  
LOT NUMBER 10

ALL THAT CERTAIN tract of land situate in the Township of Falls, County of Bucks, Commonwealth of Pennsylvania, as shown on Plan Sheet 6 of 11, titled "Subdivision Plan", dated November 10, 1987, as prepared by Showalter and Associates of Chalfont, Pennsylvania.

BEGINNING on the right-of-way line of New Ford Mill Road N 09 49' 02" W, a distance of 700.80 feet; thence N 82 55' 37" E, a distance of 898.65 feet; thence S 07 04' 23" E, a distance of 700.00 feet; thence S 82 55' 37" W, a distance of 865.10 feet to the Point and Place of BEGINNING.

CONTAINING: 14.172 Acres

PROJECT NUMBER: 6183

DATE: December 1, 1987

*Showalter & Associates*

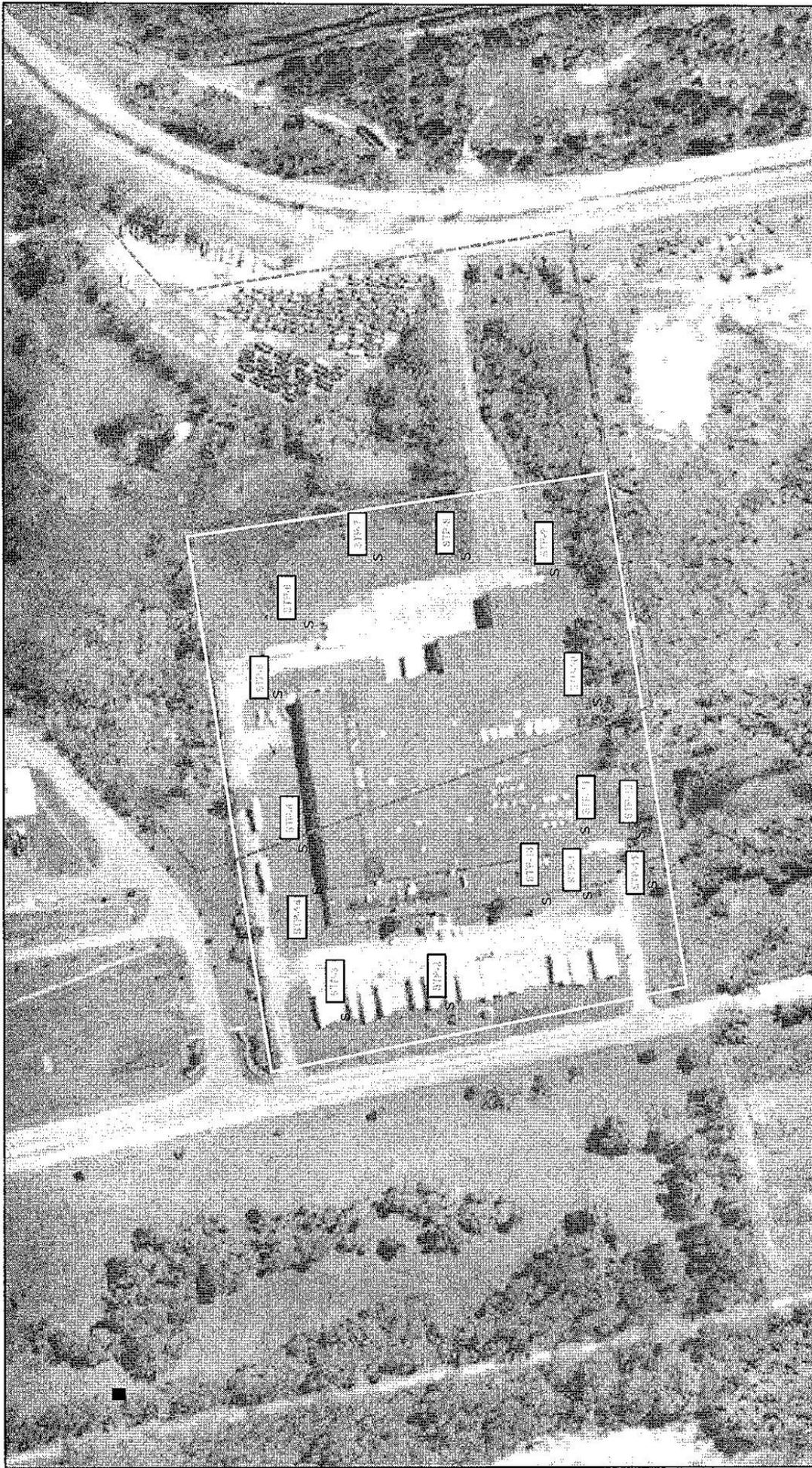


Figure 1 - Sample Location Plan (2004 Aerial Photography)  
 Proposed Samax 14.2 Acre Parcel  
 U.S. Steel Reel Estate  
 Keystone Industrial Port Complex  
 Fairless Hills  
 Project No. 2614001 Date 12/12/2007 Scale 1" = 150'  
 Pennsylvantia  
 Dwn. By DMQ

**LANGAN**  
 ENGINEERING & ENVIRONMENTAL SERVICES  
 30 South 17th Street, Suite 1300 Philadelphia, PA 19103  
 P: 215.864.0540 F: 215.864.0671  
 NEW JERSEY TEXAS ILLINOIS NEW YORK CONNECTICUT FLORIDA IOWA  
 www.langan.com  
 NJ Certificate of Authorization No. 240A27996-000

**Legend**  
 Property Boundary - - - - -  
 Approximate Borrow Pit (BP-2.1) Boundary - - - - -  
 Test Pit Location S

References:  
 1. 2004 Aerial Photography purchased from mapmart.com.  
 2. Samax plant study area plan provided by Showalter and Associates, October 24, 2007.  
 3. Test pit locations were field surveyed with a handheld GPS unit by Langan on October 26, 2007.