

Prepared By:
Roux Associates Inc.

Return To:
Mr. Peter McGinnis
Johnson Matthey Inc.
900 River Road
Conshohocken, PA 19428

Parcel #:
58-00-08052-00-9
Montgomery County

ENVIRONMENTAL COVENANT

The Montgomery County Parcel Identification No. of the Property is: 58-00-07052-00-9.

GRANTOR: Johnson Matthey Inc.

PROPERTY ADDRESS: 900 River Road, Conshohocken, Pennsylvania 19428-2647

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 Upper Merion Township, Montgomery County.

The postal street address of the Property is: 900 River Road, Conshohocken, Pennsylvania 19428-2647.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.084193 N, -75.323529 W / 40° 5' 3.095" N , 75° 19' 24.705" W. The Property has been known by the following name: Lonza, Inc. Facility

The DEP Primary Facility ID# is: eFacts No. 722393

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.** Johnson Matthey Inc. is the owner of the Property and the GRANTOR of this Environmental Covenant.

3. **Holder(s) / GRANTEE(S).** The following is the GRANTEE and a "holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: Lonza, Inc., 90 Boroline Road, Allendale, New Jersey 07401.

4. **Description of Contamination & Remedy.** Soil and groundwater characterization was completed at the Site, and arsenic and lead were detected in a limited number of surface soil samples at concentrations above Act 2 Non-Residential Direct Contact (NRDC) Statewide Health Medium Specific Concentrations (MSCs) for surface soil, at the locations identified on Exhibit B. No constituents of concern were detected in any point-of-compliance groundwater monitoring wells above Non-Residential, Used-Aquifer MSCs. These results were reported in Roux Associates' *Act 2 Combined Remedial Investigation Report/Risk Assessment Report*, dated January 21, 2011 and the *Act 2 Final Report* dated June 7, 2012 and approved by the Department on July 31, 2012. Current and planned future use of the Site is non-residential and principally involves the manufacture of active pharmaceutical ingredients (APIs) and intermediates. The remedy/corrective action consists of engineering and institutional controls (gravel/asphalt cover, and fencing) as well as property and groundwater use limitations (non-residential property use and no use of groundwater for potable or agricultural purposes), all of which were incorporated in a Post-Remediation Care Plan. The engineering and institutional controls substantially eliminate the direct contact pathway to all surface soils where NRDC MSCs were exceeded, as reflected in Exhibit B.

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: Property use is and will remain non-residential, and Site groundwater will not be used. Fencing and gravel/asphalt cover shall be maintained in the areas noted on Exhibit B. Should the gravel/asphalt cover in such areas need to be removed in the future, construction worker exposure will be controlled via a Health and Safety Plan (HASP), any affected soils will be removed and replaced in the excavation or properly disposed, as appropriate, and the area will be recapped.

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.** After written request by the Department or by the end of every January following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 3, written documentation stating that the above-described engineering and institutional controls (i.e., gravel/asphalt cover and fencing) are still in place and in good condition. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 3, written documentation: noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any Site work, if the building or proposed Site work will affect 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 reasonable 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, Lonza, Inc. 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 90 days of recording. Within that time period, Lonza, Inc. also shall send a file-stamped copy to each of the following: Upper Merion Township, Montgomery County; any Holder identified in this Environmental Covenant listed in Paragraph 3 (Lonza, Inc.); and the current property owner/operator (Johnson Matthey Inc.).

10. **Termination or Modification.**

(a) This Environmental Covenant may only be terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph.

(b) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination

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

Mr. Stephen Sinding
Regional Manager - Environmental Cleanup
Pennsylvania Department of Environmental Protection
2 East Main Street, Norristown, PA 19401-4915

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Property Owner: Johnson Matthey Inc.
Property Address: 900 River Road
Conshohocken Borough
Montgomery County

ACKNOWLEDGMENT by Grantor (Owner):

Johnson Matthey Inc.

Date: May 15, 2014 By: Robert M. Talley

Name: Robert M. Talley

Title: President – Corporate, General Counsel & Secretary

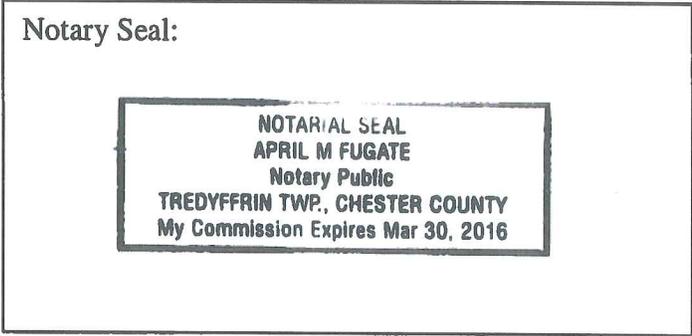
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Chester) SS:

On this 15 day of May, 2014, before me, the undersigned officer, personally appeared Robert M. Talley, President – Corporate, General Counsel & Secretary
[Officer's Name] [Officer's Full Title]

for Johnson Matthey Inc. [Grantor (Owner)], 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.

April M Fugate
Notary Public



Property Owner: Johnson Matthey Inc.
Property Address: 900 River Road
Conshohocken Borough
Montgomery County

ACKNOWLEDGMENT by Grantee (Holder):

Lonza, Inc.

Date: MAY 15, 2014 By: SB Waldman

Name: Scott B. Waldman

Title: U.S. General Counsel,
Vice President and Secretary

STATE OF NEW JERSEY)

COUNTY OF BERGEN) SS:

On this 15th day of MAY, 20 14, before me, the undersigned officer, personally appeared SCOTT B. WALDMAN, US GENERAL COUNSEL, VICEPRESIDENT AND SECRETARY
[Officer's Name] [Officer's Full Title]

for Lonza, Inc. [Grantee (Holder)], 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.

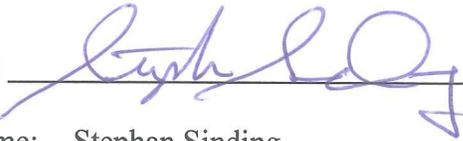
JQB
Notary Public

JACQUELINE BENDER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/6/2016

Property Owner:
Property Address:

Johnson Matthey Inc.
900 River Road
Conshohocken Borough
Montgomery County

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

Date: 6/17/14 By: 

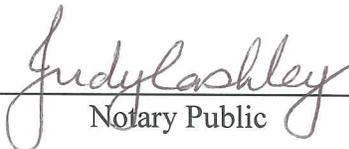
Name: Stephan Sinding
Environmental Cleanup & Brownfield Program
Title: Manager, PaDEP – Southeast Regional Office

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this 17th day of JUNE, 2014, before me, the undersigned officer, personally appeared Stephan Sinding, Environmental Cleanup & Brownfields Program Manager, PaDEP -
[PaDEP Representative] [PaDEP Representative's Full Title]
Southeast Regional Office for the Pennsylvania Department of Environmental Protection, 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

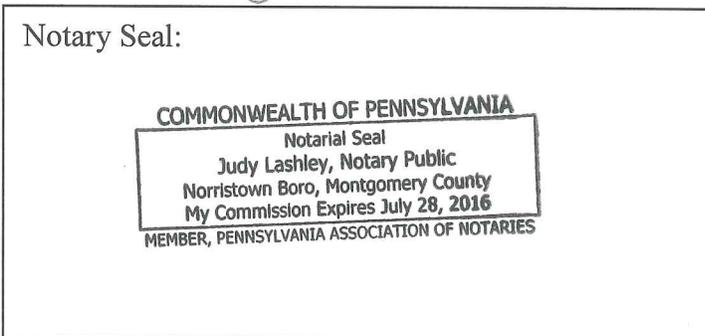


EXHIBIT A
PROPERTY DESCRIPTION

LEGAL DESCRIPTION RECORD OWNER AND LIEN CERTIFICATE DATED JULY 10, 2010

BEGINNING At a point on the easterly legal right of way line of Schuylkill River Road (S.R. 0023) (variable width), a corner of Parcel # 2 lands N/L of SmithKline Beckman Corporation; thence along lands of SmithKline Beckman Corporation the two (2) following courses and distances:

1. North 76 degrees 23 minutes 53 seconds East 126.93 feet (having crossed over the terminus of a 20 foot wide sewage easement) to a point.

2. North 08 degrees 24 minutes 23 seconds East 256.89 feet to a point in line of lands of N/L of Philadelphia Newspapers Inc.; thence along lands of Philadelphia Newspapers Inc. the five (5) following courses and distances:

1. South 81 degrees 29 minutes 20 seconds East 257.00 feet to an iron pin.

2. North 11 degrees 47 minutes 20 seconds East 227.37 feet to an iron pin.

3. South 81 degrees 29 minutes 20 seconds East 347.42 feet to an iron pin.

4. South 39 degrees 49 minutes 20 seconds East 196.83 feet to an iron pin.

5. South 87 degrees 31 minutes 20 seconds East 71.04 feet to an iron pin in line of lands N/L of Conrail Corporation; thence along lands of Conrail the five (5) following courses and distances:

1. South 02 degrees 07 minutes 30 seconds West 1026.00 feet to an iron pin.

2. North 66 degrees 41 minutes 35 seconds West 121.20 feet to an iron pin.

3. South 02 degrees 10 minutes 05 seconds West 250.00 feet to an iron pin.

4. South 08 degrees 12 minutes 12 seconds East 568.26 feet to an iron pin.

5. South 73 degrees 28 minutes 05 seconds West 46.55 feet to a point, a corner of lands N/L of Upper Merion Plymouth Railroad; thence along lands of Upper Merion Plymouth Railroad the two (2) following courses and distances:

1. North 30 degrees 24 minutes 55 seconds West 97.50 feet to an iron pin a point of curvature.

2. On a line curving to the right having a radius of 435.00 feet, an arc distance of 219.00 feet to a point on the easterly legal right-of-way line of Schuylkill River Road; thence along the legal right-of-way line of Schuylkill River Road the thirteen (13) following courses and distances:

1. North 28 degrees 54 minutes 12 seconds West 384.88 feet to a point.

2. North 07 degrees 45 minutes 45 seconds East 56.10 feet to a point.

3. North 28 degrees 54 minutes 12 seconds West 95.07 feet to a point.

4. North 28 degrees 34 minutes 58 seconds West 54.37 feet to a point.

5. North 24 degrees 12 minutes 05 seconds West 198.00 feet to a point.

6. North 25 degrees 20 minutes 44 seconds West 98.81 feet to a point. (erroneously 78.78 feet in description)

7. North 24 degrees 00 minutes 14 seconds West 128.41 feet to a point.

8. North 22 degrees 32 minutes 44 seconds West 118.53 feet to a point.

9. South 68 degrees 09 minutes 16 seconds West 15.00 feet to a point of curvature.

10. On a line curving to the right having a radius of 4866.07 feet, an arc distance of 137.89 feet to a point of tangency

11. North 20 degrees 13 minutes 20 seconds West 293.54 feet to a point of curvature.

12. On a line curving to the left having a radius of 5774.76 feet, an arc distance of 310.99 feet to a point of tangency.

13. North 17 degrees 16 minutes 05 seconds West 54.22 feet to the first mentioned point and place of beginning.

CONTAINING 29.237 ACRES

BEING TAX PARCEL NO. 58-00-07052-00-9

LIST OF EXCEPTIONS IN RECORD OWNER AND LIEN CERTIFICATE DATED 08-11-2010

3. AGREEMENT BETWEEN ALAN WOOD STEEL IRON & STEEL COMPANY AND RAINEY-WOOD COKE COMPANY DEED BOOK 794 PAGE 1 (MAY EFFECT PROPERTY BUT DOES NOT PLOT ON LONZA PROPERTY)
4. EXCEPTION & RESERVATION AS SET FORTH IN DEED BOOK 904 PAGE 173 (HEIGHT OF RAILROAD BRIDGE).
5. RESERVATION SET FORTH IN DEED BOOK 1027 PAGE 336 (NOT INCLUDED IN CERTIFICATE).
6. TERMS & CONDITIONS BETWEEN UPPER MERION PLYMOUTH RAILROAD AND ALAN WOOD STEEL COMPANY IN DEED BOOK 1920 PAGE 381. (MAY EFFECT PROPERTY BUT DOES NOT PLOT ON LONZA PROPERTY)
7. RIGHTS GRANTED TO TRANSCONTINENTAL GAS PIPELINE CORPORATION IN DEED BOOK 2136 PAGE 371, DEED BOOK 2136 PAGE 376 AND DEED BOOK 3368 PAGE 436. (SHOWN ON PLAN).
8. TERMINATION AGREEMENT DEED BOOK 4349 PAGE 256 NOTICE ONLY.
9. STREAM OF WATER FLOWS THROUGH PREMISES, SUBJECT TO RIGHT OF OTHERS RIPARIAN OWNERS ABUTTING STREAM (SHOWN ON PLAN).
10. RIGHTS OF THE PUBLIC TO AND OTHERS ENTITLED THERETO IN AND TO THE USE OF THAT PORTION OF THE PREMISES WITHIN THE BOUNDS OF SCHUYLKILL RIVER ROAD, AKA RIVER ROAD S.R. 0023. (TITLE GOES TO THE RIGHT-OF-WAY LINE OF ROAD, THIS IS A BLANKET IN NATURE).
11. EASEMENT FOR 18" WATER LINE BETWEEN KEYSTONE COKE COMPANY & TRUSTEES OF ALAN WOOD STEEL COMPANY RECORDED IN DEED BOOK 4347 PAGE 408. (CAN NOT BR PLOTTED DUE TO LACK OF DESCRIPTION.)
12. RIGHTS TO GREYS FERRY BRICK COMPANY ACQUIRED IN BLAST FURNACE OPERATION AGREEMENT DATED 3-23-1965 & 05-10-1965, MODIFIED ON 11-19-1968 AND AMENDED 02-09-1971 (NOT RECORDED).
13. RIGHTS TO GREYS FERRY SLAG COMPANY UNDER EASEMENT AGREEMENT DATED 01-20-1970. (NOT RECORDED).
14. EASEMENTS AND RIGHTS OF WAYS RESERVED AND GRANTED IN DEED BOOK 3686 PAGE 226. (BLANKET EASEMENT OVER PREMISES).
15. AGREEMENTS BETWEEN PHILADELPHIA & READING RAILWAY CO. AND RICHARD HECKSHER & SONS CO. MISC. DEED BOOK 50 PAGE 7 AND 15 (NOT IN CERTIFICATE).
16. TERMS OF LEASE TO THE TOWNSHIP OF UPPER MERION. (NOT FOUND OF RECORD).
17. TERMS & CONDITIONS OF AGREEMENT DATED 03-30-1910 BETWEEN PHILADELPHIA & READING RAILWAY CO., PHILADELPHIA, GERMANTOWN AND NORRISTOWN RAILROAD CO. AND UPPER MERION PLYMOUTH RAILROAD CO. AMENDED 07-31-1967. (NOT FOUND OF RECORD).
18. RESERVATIONS IN DEED BOOK 753 PAGE 254 (CAN NOT BE PLOTTED ON PREMISES).
19. RESERVATIONS IN DEED BOOK 761 PAGE 289 (CAN NOT BE PLOTTED ON PREMISES).
20. TERMS AND CONDITIONS SET FORTH IN LEASE FROM ALAN WOOD STEEL COMPANY TO PHILADELPHIA SLAG COMPANY AS IN MAP # 6640 DATED 10-24-1957 LAST REVISED 07-14-1977. (NOT FOUND OF RECORD).
21. TERMS AND CONDITIONS SET FORTH IN LEASE FROM UPPER MERION PLYMOUTH RAILROAD TO PHILADELPHIA SLAG COMPANY AS IN MAP # 6640 DATED 10-24-1957 LAST REVISED 07-14-1977. (NOT FOUND OF RECORD).
22. TITLE TO THOSE PORTIONS OF PREMISES DESCRIBED IN THE FOLLOWING DEEDS INTO UPPER MERION PLYMOUTH RAILROAD COMPANY ARE EXCEPTED FROM THE INSURED PREMISES. DEED BOOK 904 PAGES 113, 115, 119, 127, 130, 135, 139, 142, 144, 148, 173, DEED BOOK 939 PAGE 496 AND DEED BOOK 1027 PAGE 336.
23. TERMS, CONDITIONS AND NOTES AS IN FILED PLAN BOOK A33 PAGE 69 AND 69A.
24. GRANT TO BELL TELEPHONE COMPANY OF PENNSYLVANIA DEED BOOK 4701 PAGE 851 (NOT ON PREMISES).
25. TERMS, CONDITIONS AND NOTES AS IN FILED PLAN BOOK A51 PAGE 227 AND 228.
26. TERMS, CONDITIONS AND NOTES AS IN FILED PLAN BOOK A40 PAGE 4.
27. ASSIGNMENT OF LEASES DEED BOOK 4533 PAGE 504 (DUE TO NO DESCRIPTION CAN NOT BE PLOTTED OR LOCATED ON PREMISES).
28. EASEMENT AND AIR RIGHTS AS IN ADVERSE CONVEYANCE: SMITHKLINE BEECHAM CORPORATION TO KEYSTONE COKE COMPANY DEED BOOK 4533 PAGE 481. (SHOWN ON PLAN).
29. RELEASE AND TERMINATION AGREEMENT DEED BOOK 4538 PAGE 415 (NOTICE ONLY).
30. DECLARATION OF TERMINATION OF EASEMENT DEED BOOK 4538 PAGE 419 (NOTICE ONLY).
31. RIGHT-OF-WAY TO PHILADELPHIA ELECTRIC COMPANY DEED BOOK 4652 PAGE 129 (NOT IN CERTIFICATE).
32. ASSIGNMENT OF RIGHTS UNDER OPTION AGREEMENT BETWEEN SMITHKLINE BEECHAM CORPORATION AND LONZA INC., RECORDED 05-06-1993 DEED BOOK 5040 PAGE 1352 (NOT IN CERTIFICATE).
33. RECIPROCAL EASEMENT AGREEMENT BETWEEN SMITHKLINE BEECHAM CORPORATION AND LONZA INC. DEED BOOK 5040 PAGE 1334 (ACCESS AND SEWAGE EASEMENTS SHOWN ON PLAN).
34. RIGHTS GRANTED TO THERMAL RESEARCH & ENGINEERING CORP. DEED BOOK 3430 PAGE 545 (CAN NOT BE PLOTTED NO DESCRIPTION).
35. RESERVATIONS IN DEED BOOK 5040 PAGE 1328 (NOT IN CERTIFICATE).

SURVEY CERTIFICATION:

To Lonza Inc.
Keystone Agency Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA, and NSPS in 2005, and includes Items 2, 3, 4, 5, 8, 9, 10, 11(a) and 13 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Pennsylvania, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Date: 09-24-2010


Jerry L. Miller P.L.S. SU-032024-E



EXHIBIT B
PROPERTY MAPS



Legend

- MW-1 Monitoring Well Location
- B-1 Soil Boring Location
- Fence Line
- Areas of Facility that are subject to Post-Remedial Care based on exceedence of NRDC MSCs (lead and Arsenic)

Notes:

- 1 There is no B-14 soil Sample Location
- 2 2005 Aerial photography provided by the Delaware Valley Regional Planning Commission, published June 29, 2007
- 3 NRDC MSC: Non-Residential Direct Contact Medium Specific Concentration



Title

POST-REMEDIAL CARE PLAN

900 River Road
Conshohocken, Pennsylvania

Prepared For

Lonza Inc

ROUX
ROUX ASSOCIATES INC
Environmental Consulting
& Management

Completed by	ST	Date	2/1/2012
Prepared by	ST	Scale	1 600
Project Mgr	EP	Office	HJ
File No	1002 F12(CP)	Project	1912 0001.003

EXHIBIT
B-2