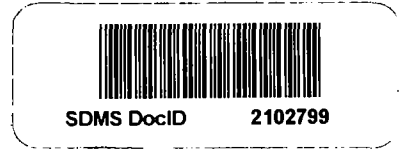




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A PROFESSIONAL CORPORATION

LINDSAY P. HOWARD
ATTORNEY AT LAW
T 412.394.5444
lhoward@bccz.com



November 7, 2008

Frederick M. Shealer
629 Shriver's Corner Road
Gettysburg, PA 17325

Re: Environmental Covenant / Declaration of Restrictive Covenants

Dear Mr. Shealer:

Enclosed for your records is a fully-executed copy of the *Environmental Covenant / Declaration of Restrictive Covenants* that has been filed of record in the Adams County, Pennsylvania Office of Recorder of Deeds (Bk 5301, Pg 627). Thank you very much for your cooperation in finalizing this document.

Please feel free to contact me if you have any questions.

Sincerely,

Lindsay P. Howard

LPH/b
Enclosure

cc: (w/enclosure)
Patrick F. O'Hara (Cummings/Riter)
Dorothy M. Alke (CBS Corporation)
George S. Vorphal (Temple-Inland)
Louis J. Appell, Jr. (SPC Residual)
Kathleen Kerns, Esquire (SPC Residual)
Richard Fritz (Tim-Bar Corporation)
Bhupendra Khona (USEPA)
James Van Orden, Esquire (USEPA)
Richard K. Smith (CBS Corporation)

ENVIRONMENTAL COVENANT / DECLARATION OF RESTRICTIVE COVENANTS

THIS ENVIRONMENTAL COVENANT / DECLARATION OF RESTRICTIVE COVENANTS is executed on this 23rd day of September, 2008 by FREDERICK M. SHEALER ("Grantor"), having addresses of 475 Hunterstown Road, Gettysburg, Pennsylvania 17325 and 510 Hunterstown Road, Gettysburg, Pennsylvania 17325, in favor of CBS Corporation ("CBS"), Temple-Inland, Inc. (formerly Inland Paperboard and Packaging, Inc.), SPC Residual LLC (formerly Susquehanna Pfaltzgraff Company), and Tim-Bar Corporation, (all four collectively, "Grantees"). This Environmental Covenant/Declaration of Restrictive Covenants is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501, *et seq.* ("UECA") and subjects the identified property to the activity and use limitations set forth herein. Each of the aforementioned Grantees is also a "Holder" of this Environmental Covenant, as that term is defined in 27 Pa. C.S. § 6502 of the UECA. As indicated later in this document, this Environmental Covenant/Declaration of Restrictive Covenants has been approved by the United States Environmental Protection Agency ("EPA").

WITNESSETH:

WHEREAS, Grantor is the owner of approximately 24.44 acres of property located in Straban Township, Adams County, Commonwealth of Pennsylvania, known more particularly as Tax Parcel 38-G12-39G and Tax Parcel 38-G12-10 (collectively the "Property");

WHEREAS, a deed conveying the Property to Frederick M. Shealer was recorded on October 10, 2006 in Deed Book 4600, Page 220 in the Adams County Office for the Recorder of Deeds;



Image ID: 00002718551 Type: GEN
Recorded: 10/30/2008 at 03:48:28 PM
Fee Amt: \$51.00 Page 1 of 20
Instr# 200800018931
Adams County, PA
Linda K Myers Recorder of Deeds

BK 5301 PG 627

WHEREAS, a portion of the Property is part of the Hunterstown Road Superfund Site which is listed on the National Priority List, set forth at 40 C.F.R. Part 300, Appendix B, pursuant to Section 105 the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605;

WHEREAS, on August 2, 1993, the EPA issued a Record of Decision ("ROD") that presented the selected remedial action for the Hunterstown Road Superfund Site, including construction and operation of a groundwater remediation system, installation of soil cover systems, replacement and restoration of wetlands, installation of fencing, and imposition of land use restrictions;

WHEREAS, on August 25, 1998, March 22, 2001, and August 11, 2003, the U.S. Environmental Protection Agency issued Explanations of Significant Differences with respect to the remedy set forth in the ROD, 40 C.F.R. Part 300, Appendix B, 42 U.S.C. § 9605.

WHEREAS, the administrative record for the Hunterstown Road Superfund Site is available for public inspection on the EPA's website and by appointment at the following location:

U.S. EPA Region 3
Public Reading Room
1650 Arch Street—6th Floor
Philadelphia, PA 19103-2029
(215) 814-3157

WHEREAS, on July 27, 1999, the United States and four parties, the Grantees herein, entered into a CERCLA Consent Decree, Civil Action No. 1-99-CV-1608, entered on July 27, 1999 in the U.S. District Court for the Middle District of Pennsylvania whereby those parties, inter alia, agreed to implement aspects of the selected remedy ("Consent Decree"). The parties' implementation of the selected remedy qualifies as an "Environmental Response Project" as that



term is defined in 27 Pa. C.S. § 6502 of the UECA. In Section XXX (Appendices) of the Consent Decree, the ROD was incorporated into the Consent Decree, requiring activity and land use restrictions as part of the agreement under the Consent Decree;

WHEREAS, pursuant to the Consent Decree, a groundwater remediation system has been constructed and operated on the Property, including a treatment building and associated equipment, underground water conveyance lines, underground and overhead electric power lines, telephone lines and control lines, recovery wells, access roads and monitoring wells (“Groundwater Remediation System”);

WHEREAS, pursuant to the Consent Decree, soil cover systems (caps) have been constructed over lead contaminated soils in areas of the Property formerly known as the North Cornfield, South Cornfield, Stressed Vegetation Area, Corridor Area, Borrow Area, and the Lagoon (“Cap Areas”);

WHEREAS, pursuant to the Consent Decree, wetlands have been constructed and restored on the Property (“Wetlands”);

WHEREAS, Exhibit A attached hereto illustrates locations of the features of the Groundwater Remediation System, the Cap Areas, the Wetlands and the site security fence;

WHEREAS, the Grantor is alleged to be a responsible party for the Hunterstown Road Superfund Site pursuant to § 107(a) of CERCLA, 42 U.S.C. § 9607(a); and

WHEREAS, the Grantor has agreed 1) to grant a permanent right of access over the Property to the Grantees for purposes of implementing, facilitating, and monitoring the remedial action as may be required by the Consent Decree; and 2) to impose on the Property and activity and use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment;



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BK 5301 PG 629

NOW, THEREFORE

1. Grant: Grantor, on behalf of himself, his successors and assigns, for good and valuable consideration, does hereby covenant and declare that the Property shall be subject to the restrictions on activity and use set forth below; Grantor does give, grant, and convey to the Grantees, and their respective successors and assigns, with general warranties of title, 1) the perpetual right to enforce said use and activity restrictions, 2) that the Property shall be subject to the restrictions on use and activity set forth below, and 3) an environmental easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

2. Purpose: It is the purpose of this instrument to convey to the Grantees real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants.

3. No Admission/Denial: Nothing in this document shall be an admission of responsibility of any entity with respect to the Hunterstown Road Superfund Site pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

4. Restrictions on Use: The following covenants, conditions, and restrictions apply to the activities and uses of the Property, run with the land, and are binding on the Grantor and his successors, assigns, and authorized representatives:

a. Groundwater. With the exception of groundwater extracted in connection with the Groundwater Remediation System, groundwater on or underlying the Property shall not be extracted for any other purpose or used for any purpose without advance written approval from EPA, the Pennsylvania Department of Environmental Protection ("PaDEP"), and CBS.



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b. Groundwater Remediation System. No owner of all or any portion of the Property shall interfere with, nor shall permit any other person to interfere with, any of the features of the Groundwater Remediation System (as illustrated on Exhibit A attached hereto), of the operation of the Groundwater Remediation System, or of the rights of CBS, its respective successors or assigns, to maintain and operate the Groundwater Remediation System. There shall be no excavation or disturbance of earth within fifty (50) feet of any of the features of the Groundwater Remediation System as illustrated on Exhibit A attached hereto (or to the boundary of the Property if less than fifty (50) feet exists between the nearest point of the Groundwater Remediation System and the Property boundary), except with the advance written approval of CBS. In addition, the owner of any portion of the Property shall use reasonable efforts to ensure that any person not interfere with any of the features or the operation of the Groundwater Remediation System, or the rights of CBS, its successors or assigns, to maintain and operate the Groundwater Remediation System, and that no excavation or disturbance of earth within fifty (50) feet of any of the features of the Groundwater Remediation System as illustrated on Exhibit A attached hereto (or to the boundary of the Property if less than fifty (50) feet exists between the nearest point of the Groundwater Remediation System and the Property boundary), shall occur except with the advance written approval of CBS. Reasonable efforts shall include, at minimum, providing a copy of this Environmental Covenant/Declaration to all lessees, agents, invitees, and contractors on the Property, incorporating the terms of Paragraphs 4 through 7 of this Environmental Covenant/Declaration in any contract or lease regarding the Property, and naming CBS as a third-party beneficiary of such contract or lease.

c. Cap Areas. No owner of all or any portion of the Property shall disturb or interfere with, nor shall permit any other person to disturb or interfere with, any of the Cap



Areas, as illustrated on Exhibit A attached hereto, or of the right of the Grantees, their successors or assigns, to maintain the Cap Areas. There shall be no excavation or disturbance of earth within fifty (50) feet of the Cap Areas as illustrated on Exhibit A attached hereto (or to the boundary of the Property if less than fifty (50) feet exists from the nearest point of the Capped Areas to the Property boundary), except with the written approval of each of the Grantees. In addition, the owner of any portion of the Property containing the Cap Area shall use reasonable efforts to ensure that any person not disturb or interfere with any of the Cap Areas, and that no excavation or disturbance of earth within fifty (50) feet of any of Cap Areas as illustrated on Exhibit A attached hereto (or to the boundary of the Property if less than fifty (50) feet exists from the nearest point of the Capped Areas to the Property boundary), shall occur except with the advance written approval of each of the Grantees. Reasonable efforts shall include, at a minimum, providing a copy of this Environmental Covenant/Declaration to all lessees, agents, invitees, and contractors on the Property, incorporating the terms of Paragraphs 4 through 7 of this Environmental Covenant/Declaration in any contract or lease regarding the Property, and naming the Grantees as third-party beneficiaries of such contract or lease.

d. Wetlands. No owner of all or any portion of the Property shall disturb or interfere with, nor shall permit any other person to disturb or interfere with, any of the Wetlands (as defined herein and as illustrated on Exhibit A attached hereto), or of the right of the Grantees, their successors or assigns, to maintain the Wetlands. There shall be no excavation or disturbance of earth within fifty (50) feet of any of the Wetlands as illustrated on Exhibit A attached hereto (or to the boundary of the Property if less than fifty (50) feet exists from the nearest point of the Wetlands to the Property boundary), except with the advance written approval of each of the Grantees. In addition, the owner of any portion of the Property



containing the Wetlands shall use reasonable efforts to ensure that no person disturb or interfere with the Wetlands and that no excavation or disturbance of earth within fifty (50) feet of the Wetlands as illustrated on Exhibit A attached hereto (or to the boundary of the Property if less than fifty (50) feet exists from the nearest point of the Wetlands to the Property boundary), shall occur except with the advance written approval of each of the Grantees. Reasonable efforts shall include, at minimum, providing a copy of this Environmental Covenant/Declaration to all lessees, agents, invitees, and contractors on the Property, incorporating the terms of Paragraphs 4 through 7 of this Environmental Covenant/Declaration in any contract or lease regarding the Property, and naming the Grantees as third-party beneficiaries of such contract or lease.

e. Fencing. The site security fencing constructed on the Property, as required in the "General Description: Selection Rationale" subsection of Section IX of the Record of Decision, and as illustrated on Exhibit A attached hereto, shall not be removed or disturbed without the advance written approval of each of the Grantees. The site security fencing shall be a chain link fence, which is necessary to protect the Cap Areas and prevent access by motor vehicles and children.

f. Use of the Property. No owner of any portion of the Property shall use or permit the use of the Property for storage, construction of structures, or any other purpose that may impact the remedy, inter alia, the Groundwater Remediation System, the Cap Areas, the Wetlands, or the security fencing.

5. Access. The Grantor hereby grants to EPA and the Grantees and their respective successors, assigns and authorized representatives, an irrevocable, permanent, continuing, and non-exclusive right of entry and access to the Property to undertake activities pursuant to the Consent Decree and to construct, monitor, modify, remove and maintain the Groundwater



Remediation System, Cap Areas, Wetlands and site security fencing as may be required under the Consent Decree. The EPA shall be an intended third party beneficiary of this Environmental Covenant/Declaration until EPA notifies the Grantees that all work, including operation and maintenance, is completed under the Consent Decree. For purposes of this Environmental Covenant/Declaration, this covenant granting access shall be deemed a restriction on future use of the Property that shall run with the land.

6. Reserved Rights of Grantor. Grantor hereby reserves unto himself, his successors, and assigns all rights and privileges in and to the use of the Property which are not incompatible with the covenants, restrictions, rights and easements granted herein.

7. Limitations. Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under federal law, including CERCLA and the National Contingency Plan, 40 C.F.R. Part 300.

8. Public Right of Access. No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

9. Environmental Covenant/Declaration Runs With the Land. The environmental covenants/restrictive covenants created by this Declaration, together with the burdens thereof, shall run with the land and be binding upon all present and future owners, lessees, licensees, easement holders, mortgagees or any other parties having or acquiring an interest in the Property. Each instrument conveying, granting, transferring, creating or assigning any interest in all or part of the Property shall impose as a limitation or restriction upon the conveyed, transferred or assigned land, the environmental covenants/restrictive covenants created hereby; provided, however, that any party, by accepting a deed, easement, lease, license, mortgage or any other instrument granting an interest in the Property, shall be deemed to accept the Property subject to



the environmental covenants/restrictive covenants herein contained and agrees for itself, himself/herself, his/her/its heirs, successors, administrators and assigns to be bound by each of these environmental covenants/restrictive covenants jointly and severally.

10. Covenants. Grantor hereby covenants to Grantees and their successors and assigns that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

11. Enforcement. The environmental covenants/restrictive covenants contained herein may be enforced by any of the Grantees, or their respective successors and assigns. The covenants and restrictions set forth in this Environmental Covenant/Declaration are for the benefit of the Grantees and their respective successors and assigns. The Grantees shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA and UECA. Enforcement of the terms of this instrument shall be at the discretion of the Grantees, and any forbearance, delay or omission to exercise said remedies under this instrument in the event of a breach of any term of the instrument shall not be deemed a waiver by the Grantees of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantees under this instrument.

12. Modification and Termination. There shall be no modification or termination of any of the covenants, restrictions, or any other term or condition set forth in this Environmental Covenant/Declaration, unless by an instrument signed and duly acknowledged by each of the Grantees (after the Grantees provide notice and supporting documentation to the U.S.



Environmental Protection Agency), and such instrument is recorded in the Adams County Office of the Recorder of Deeds.

13. General Provisions.

a. Controlling Law. The conditions, terms and provisions of this Declaration shall be governed by and construed in accordance with the law of the United States or, if there is no applicable federal law, by the law of the Commonwealth of Pennsylvania.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grantees to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability, Validity and Enforceability. If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the remainder of the applications of such provisions to persons or circumstances other than those which are found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.



BK 5301 PG 636

f. Successors. The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantees," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantees" and their respective successors and assigns, and each shall be considered a "Holder" under UECA. The rights of the Grantees and Grantor under this instrument are freely assignable, subject to the notice provisions in Section 14 which follow.

g. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

h. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

i. No Effect on Consent Decree. Nothing in this Declaration shall affect the rights and responsibilities of the Grantees under the terms of the Consent Decree identified above.

14. Notice Requirement. Grantor agrees to provide notice to all Grantees at least thirty (30) days in advance of the Property or any interest in any portion thereof being conveyed to another person. In addition, Grantor agrees to include in any instrument conveying any

interest in any portion of the Property, including but not limited to deeds, leases, and mortgages,
a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT
TO AN ENVIRONMENTAL PROTECTION EASEMENT AND AN
ENVIRONMENTAL COVENANT / DECLARATION OF RESTRICTIVE
COVENANTS, DATED _____, 20____, IN BOOK____, PAGE____, IN
FAVOR OF, AND ENFORCEABLE BY, THE GRANTOR, GRANTEES
IDENTIFIED IN THAT INSTRUMENT, THEIR RESPECTIVE
SUCCESSORS AND ASSIGNS.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must
provide Grantees with a certified true copy of said instrument and, if it has been recorded in the
public land records, its recording reference.

Any notice, demand, request, consent, approval, or communication that any party desires
or is required to give to any other party shall be in writing and shall either be served personally
or sent by first class mail, postage paid, addressed as follows.

To Grantor:

Frederick M. Shealer
629 Shriver's Corner Road
Gettysburg, PA 17325

To Grantees:

For CBS Corporation:

Dorothy M. Alke
Vice President—Environmental Projects
CBS Corporation
11 Stanwix Street, 3rd Floor
Pittsburgh, PA 15222

For Temple-Inland, Inc.:

George S. Vorpahl
Vice President
Group General Counsel—Transactions
Temple-Inland Corporate Services
1300 So. MoPac Expressway
Austin, TX 78746



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BK **5301** PG **638**

For SPC Residual LLC:

Louis J. Appell, Jr.
Manager
SPC Residual LLC
140 E. Market Street
York, PA 17401

and

Kathleen Kerns, Esquire
Post & Schell, P.C.
Four Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103-2808

For Tim-Bar Corporation:

Richard Fritz
Vice President of Accounting
Tim-Bar Corporation
148 North Penn Street
P.O. Box 449
Hanover, PA 17331

To EPA:

Bhupendra Khona (3HS22)
Remedial Project Manager
Hazardous Site Cleanup Division
US EPA Region Three
1650 Arch Street
Philadelphia, PA 19103-2029

To PaDEP:

Mr. Asuquo Effiong
PA Department of Environmental Protection
Hazardous Site Cleanup Program
909 Elmerton Avenue
Harrisburg, PA 17110-8200



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BK 5301 PG 639

IN WITNESS THEREOF, Grantor and Owner, **FREDERICK M. SHEALER**, has caused this Environmental Covenant/Declaration of Restrictive Covenants to be signed in his name:

X Frederick M Shealer

Name: Frederick M. Shealer

Executed this 25th day of June, 2008.

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Adams) SS:

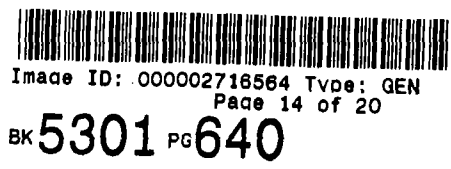
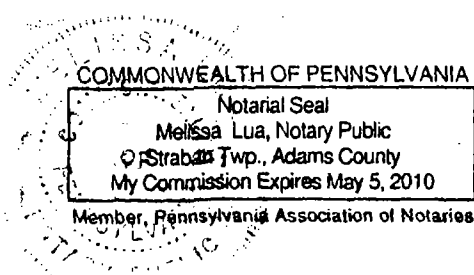
On this the 25th day of June, 2008, before me, Melissa Lua, the undersigned officer, personally appeared Frederick M. Shealer, shown to me (or satisfactorily proven) to be the person whose name Frederick M. Shealer subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Melissa Lua

Notary Public

My commission expires: May 5, 2010



IN WITNESS THEREOF, Grantee and Holder, **CBS CORPORATION**, has caused this
Environmental Covenant/Declaration of Restrictive Covenants to be signed by the
undersigned representative:

X 

Name: Eric J. Sobczak

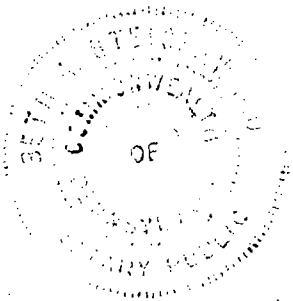
Title: Assistant Secretary

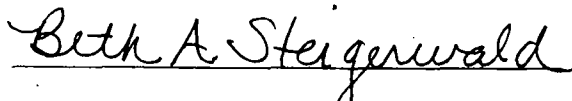
Executed this 9th day of July, 2008.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Allegheny)

On this the 9th day of July, 2008, before me,
Beth Steigerwald, the undersigned officer, personally appeared
Eric J. Sobczak, shown to me (or satisfactorily proven) to be the person
whose name Eric J. Sobczak subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein contained.

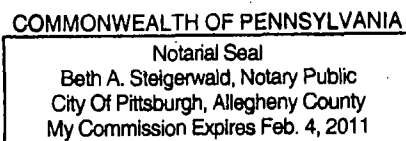
IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Beth A. Steigerwald

Notary Public

My commission expires:



Member, Pennsylvania Association of Notaries



BK 5301 PG 641

IN WITNESS THEREOF, Grantee and Holder, **TEMPLE-INLAND, INC.**, has caused this Environmental Covenant/Declaration of Restrictive Covenants to be signed by the undersigned representative:

X George S. Vorpahl

Name: GEORGE S. VORPAHL

Title: Vice President

Executed this 2nd day of July, 2008.

~~COMMONWEALTH OF PENNSYLVANIA~~)
STATE OF TEXAS)
COUNTY OF TRAVIS)

SS:

On this the 2nd day of July, 2008, before me, Theresa Risenhoover, the undersigned officer, personally appeared George Vorpahl, shown to me (or satisfactorily proven) to be the person whose name George Vorpahl subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Theresa Risenhoover

Notary Public

My commission expires: 9-12-2009



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BK **5301** PG **642**

IN WITNESS THEREOF, Grantee and Holder, **SPC RESIDUAL LLC**, has caused this Environmental Covenant/Declaration of Restrictive Covenants to be signed by the undersigned representative:

X *Louis J. Appell, Jr.*
Name: Louis J. Appell, Jr.
Title: Manager

Executed this 7th day of July, 2008.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF York)

On this the 7th day of July, 2008, before me,
Sheila R. Painter, the undersigned officer, personally appeared
Louis J. Appell, Jr., ^{known} ~~shown~~ to me (~~or satisfactorily proven~~) to be the person
whose name is subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sheila R. Painter

Notary Public

My commission expires:

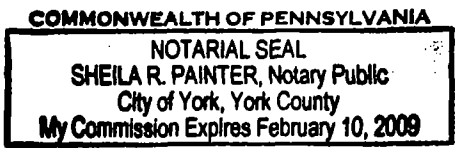



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IN WITNESS THEREOF, Grantee and Holder, **TIM-BAR CORPORATION**, has caused this Environmental Covenant/Declaration of Restrictive Covenants to be signed by the undersigned representative:

X *Richard Fritz*

Name: Richard Fritz

Title: UP Accounting

Executed this 14 day of July, 2008.

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF YORK)

SS:

On this the 14th day of July, 2008, before me, Phyllis M. Baugher the undersigned officer, personally appeared RICHARD FRITZ, shown to me (or satisfactorily proven) to be the person whose name RICHARD FRITZ subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Phyllis M. Baugher

Notary Public



Image ID: 000002718568 Type: GEN Page 18 of 20

BK **5301** PG **644**

My commission expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Phyllis M. Baugher, Notary Public
Hamilton Twp., Adams County
My Commission Expires Oct. 13, 2010

Member, Pennsylvania Association of Notaries

IN WITNESS THEREOF, this Environmental Covenant/Declaration of Restrictive Covenants is hereby APPROVED by the United States Environmental Protection

Agency by the undersigned representative:

X James J. Burke
James J. Burke, Director
Hazardous Site Cleanup Division

Executed this 23rd day of SEPTEMBER, 2008.

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

SS:

On this the 23 day of September, 2008, before me,

Paul Mandelaro, the undersigned officer, personally appeared

James Burke, shown to me (or satisfactorily proven) to be the person

whose name _____ subscribed to the within instrument, and

acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public



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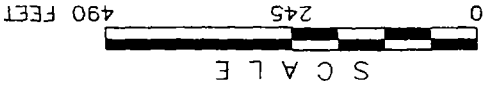
My commission expires:

BK 5301 PG 645



Commonwealth of Pennsylvania
NOTARIAL SEAL
PAUL MANDELARO, Notary Public
City of Philadelphia, County of Philadelphia
My Commission Expires August 29, 2009

EXHIBIT A
 DECLARATION AREA
 MARCH 2007



- LEGEND**
- ACCESS ROAD
 - - - - - DECLARATION AREA
 - * * * * * SITE SECURITY FENCE
 - ▨ WETLANDS
 - CAPPED AREAS (PARCEL G-12-39G)
 - GROUNDWATER RECOVERY WELL
 - ⊙ GROUNDWATER MONITORING WELL
 - UTILITY POLES
 - - - - - OVERHEAD ELECTRIC/TELEPHONE
 - - - - - UNDER GROUND ELECTRIC/TELEPHONE
 - RIP-RAP STABILIZED STREAM
 - DISCHARGE LINE
 - CONVEYANCE LINE/CONDUIT
 - ▭ TREATMENT BUILDING

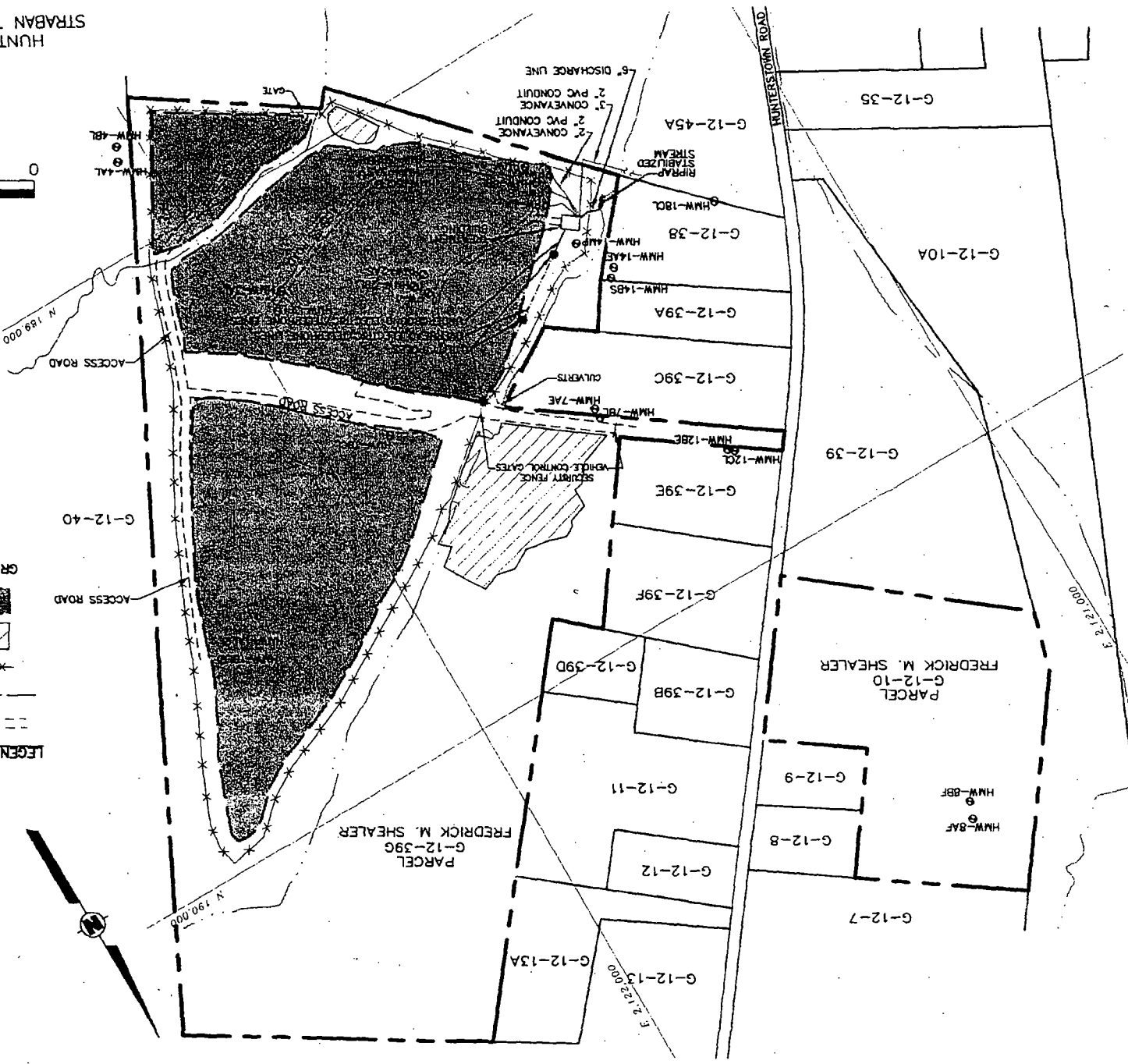


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