

When recorded, return to:
Air Products and Chemicals Inc.
Attention: Corporate Real Estate
7201 Hamilton Boulevard
Allentown, PA 18195

The County Parcel Identification No. of the Property is: 25-7-7 and 25-7-9(2).

GRANTOR: Air Products and Chemicals, Inc.

PROPERTY ADDRESS: 357 Marion Avenue, Tamaqua, PA 18252

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 United States Environmental Protection Agency (EPA).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in: Rush Township, Schuylkill County, PA.

The address of the Property is: 357 Marion Avenue, Tamaqua, PA 18252.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: N40.83531 W76.03024. The Property consists of two parcels, Parcel 2 and Parcel 5-Deed Parcel A, which are part of a facility that has been known by the following name: Air Products and Chemicals, Inc., Hometown Facility (Facility).

The Facility ID # is PAD 069778967.

A map of the Property, is attached to this Environmental Covenant as Exhibit A. Tables of geographic coordinates of the corners of the property affected and a 100-foot buffer around the groundwater plume are attached to this Environmental Covenant as Exhibit B. Should any future soil excavation occur in the Release Area, such excavation shall follow a soil management plan (SMP) attached in Exhibit C. The Release Area where the SMP shall be followed, the groundwater plume, and a 100-foot buffer around the groundwater plume where groundwater use is excluded, is mapped as Exhibit D.

2. **Property Owner / GRANTOR / GRANTEE.** Air Products and Chemicals, Inc. (Air Products) is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. **Owner Mailing Address.** 7201 Hamilton Boulevard, Allentown, PA 18195

4. **Description of Contamination & Remedy.** The Property is comprised of multiple parcels, of which two parcels - referenced above and referred to as Parcel 2 and Parcel 5-Deed Parcel A, respectively, in Exhibit A - contain contamination and are subject to this Environmental Covenant. Legislative Route (L. R.) 53090 lies between the Parcel 2 and Parcel 5-Deed Parcel A. Parcel 2 was agricultural land and woodland until purchased by Air Products in 1973. Parcel 2 generally remains similar, except for a pavilion and parking area constructed by Air Products. This parcel is used as a wildlife sanctuary and recreational area. Parcel 5-Deed Parcel A was

agricultural land until purchased by Air Products in 1971. The manufacturing plant for the Facility was subsequently constructed on this parcel. About half the land area of Parcel 5-Deed Parcel A remains agricultural.

In April 1992, groundwater monitoring revealed volatile organic compounds (VOCs) in groundwater (the plume) originating from the manufacturing plant on Parcel 5-Deed Parcel A. The primary VOC was tetrachloroethylene (PCE) released from a chiller unit formerly at the Facility's Fluorine Development Building. Associated with PCE in groundwater were other VOCs - trichloroethylene (TCE), cis-1,2-dichloroethylene (cis-1,2-DCE), trans-1,2-dichloroethylene (t-1,2-DCE), 1,1-dichloroethylene (1,1-DCE), and vinyl chloride (VC) – that are reductive breakdown products of the PCE. Air Products investigated the groundwater and found the VOC plume had migrated toward Pond 2 and Neiferts Creek on Parcel 2. The Pennsylvania Department of Environmental Protection (DEP) studied aquatic life in Neiferts Creek and found no measurable effect of groundwater contamination. No impact to the Facility water supply well on Parcel 5-Deed Parcel A and no complete pathways of potential exposure to human health or the environment were indicated.

In December 1992, the EPA implemented a Resource Conservation and Recovery Act (RCRA) facility assessment (RFA) and took primacy of the investigation in September 1993. In May 1994, Air Products sampled the sediments in Pond 2 and found no VOCs. In July 1994, Air Products removed some of the PCE by soil excavation at the former chiller; however, PCE under the Fluorine Development Building and in bedrock could not be removed. From June 1995 to February 1997, Air Products completed the RFA to EPA's satisfaction and a RCRA Corrective Action Permit was issued in December 1997. Consistent with the RCRA Corrective Action Permit, groundwater monitoring at selected locations continued. In November 1999, monitoring wells not needed were closed. In December 2007, the RCRA Corrective Action Permit expired, and the Facility was placed into the Facility Lead Program by the EPA with continued groundwater monitoring.

EPA has determined that continued use of the Property as part of an industrial facility (i.e., nonresidential property) with compliance with the activity and use limitations listed in Section 5, immediately below, will preclude complete pathways of potential exposure to human health. The Administrative Record pertaining to this Environmental Covenant is on file with the United States Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, PA 19103.

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

- a) The use of the Property shall be limited to commercial, industrial, or nonresidential use, excluding schools, nursing homes or other residential-style facilities.
- b) On-site excavation work at the Fluorine Development Building shall be done in a manner consistent with the EPA-approved SMP attached hereto as Exhibit C. A map of the Release Area is shown on Exhibit D.
- c) The groundwater within the plume and a 100-foot buffer around it at and under the Property (Exhibit D) shall not be used for potable or agricultural purposes.

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 EPA, the then current owner of the Property shall submit, to the EPA and any Holder listed in Paragraph 2, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the EPA and any Holder listed in Paragraph 2, 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 EPA.** In addition to any rights already possessed by the EPA, this Environmental Covenant grants the EPA a right of reasonable access to the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recordation & Proof & Notification.** After the EPA's approval of this Environmental Covenant, Air Products and Chemicals, Inc. shall file this Environmental Covenant with the Recorder of Deeds for Schuylkill County and send a file-stamped copy of this Environmental Covenant to the EPA as proof of recordation. Air Products also shall send a file-stamped copy to each person holding a recorded interest in the Property; and each person in possession of the Property.

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. The Grantor agrees to provide EPA written notice of the pendency of any foreclosure referred to in 27 Pa. C.S. § 6509(a)(4) within seven calendar days of becoming aware of such pendency.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth of Pennsylvania provided that: (1) the EPA waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the EPA determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the EPA provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) 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 EPA must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property, and (iii) the EPA.

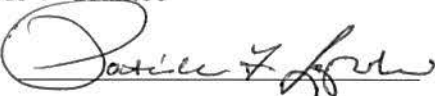
11. **EPA's address.** Communications with the EPA regarding this Environmental Covenant shall be sent to: US EPA Region III, Land & Chemicals Division 3LC30, 1650 Arch Street, Philadelphia, PA 19103.

12. **Severability.** The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

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

Air Products and Chemicals, Inc., "Grantor"/"Grantee"

Date: 29 January, 2016

By: 

Name: PATRICK F. LOUGHLIN

Title: VICE PRESIDENT, REGULATIONS and Supply Chain

APPROVED, by United States Environmental Protection Agency

Date: _____

By: See page 5

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF LEHIGH)

On this 29th day of January, 2016, before me, the undersigned officer, personally appeared Patrick F. Loughlin, of Air Products and Chemicals, Inc. [Owner, Grantor/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.



Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Robin S. Grohotolski, Notary Public

City of Allentown, Lehigh County

My Commission Expires July 19, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

APPROVED, by the United States Environmental Protection Agency

Date: 7.5, 2016

By: 

John A. Armstead

Director

Land and Chemicals Division

United States Environmental Protection Agency

Region III

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

) SS:

On this 5 day of July, 2016, before me, the undersigned officer, personally appeared John A. Armstead who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he freely executed the same for the purposes therein contained.

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



Notary Public

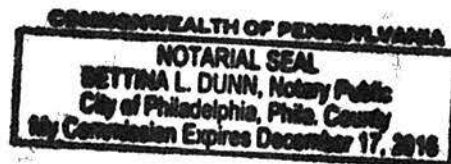


Exhibit A – Property Map

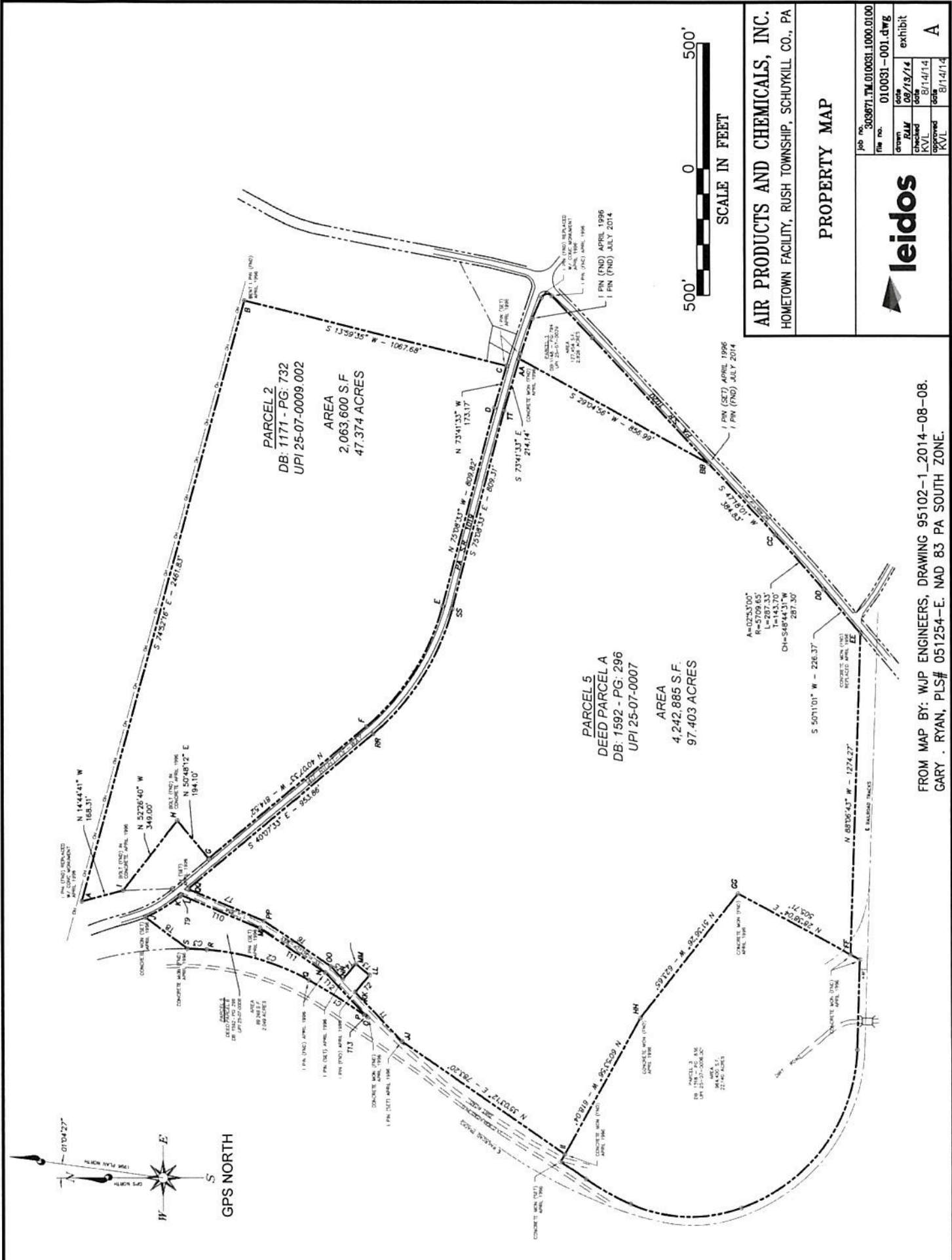


Exhibit B – Tables of Geographic Coordinates

EXHIBIT B – Coordinates of Corners of Referenced Parcels

NAD83 PA STATE PLANE SOUTH ZONE PARCEL 2			
No.	LATITUDE	LONGITUDE	DESCRIPTION
A	N040.8397290	W076.0329869	I PIN REPLACED w/ CM
B	N040.8378386	W076.0244450	I PIN BENT
C	N040.8350095	W076.0254510	I PIN
D	N040.8351518	W076.0260481	POINT
E	N040.8357635	W076.0288616	POINT
F	N040.8366157	W076.0305580	POINT
G	N040.8383529	W076.0324109	CM
H	N040.8386815	W076.0318588	BOLT IN CONCRETE
I	N040.8392800	W076.0328436	BOLT IN CONCRETE

NAD83 PA STATE PLANE SOUTH ZONE PARCEL 5 – DEED PARCEL A			
No.	LATITUDE	LONGITUDE	DESCRIPTION
AA	N040.8348706	W076.0253513	CM
BB	N040.8328377	W076.0269092	I PIN
CC	N040.8321366	W076.0279494	POINT
DD	N040.8316282	W076.0287430	POINT
EE	N040.8312398	W076.0293814	CM
FF	N040.8314230	W076.0339798	CM
GG	N040.8326281	W076.0330731	CM
HH	N040.8337171	W076.0348119	CM
II	N040.8345707	W076.0367420	CM
JJ	N040.8363062	W076.0350717	I PIN
KK	N040.8368031	W076.0343540	I PIN
LL	N040.8366443	W076.0341160	I PIN
MM	N040.8367885	W076.0339502	I PIN
NN	N040.8369328	W076.0341666	I PIN
OO	N040.8370627	W076.0339790	I PIN
PP	N040.8377729	W076.0333193	I PIN
QQ	N040.8385809	W076.0328402	CM
RR	N040.8365466	W076.0306703	POINT
SS	N040.8356580	W076.0289014	POINT
TT	N040.8350466	W076.0260896	POINT

From Plan by: WJP Engineers, Drawing No. 95102-1_2014-08-08. Gary S. Ryan, PLS # 051254-E.

NAD 83 PA SOUTH POINTS ON GROUNDWATER EXCLUSION AREA 100' BUFFER		
PT NO.	LATITUDE	LONGITUDE
BZ-1	N040.1388280	W067.5236752
BZ-2	N040.1390857	W067.5231308
BZ-3	N040.1393131	W067.5224380
BZ-4	N040.1394699	W067.5218499
BZ-5	N040.1396157	W067.5212203
BZ-6	N040.1397440	W067.5205471
BZ-7	N040.1398731	W067.5197804
BZ-8	N040.1400182	W067.5187972
BZ-9	N040.1400579	W067.5179633
BZ-10	N040.1396586	W067.5171267
BZ-11	N040.1388857	W067.5173860
BZ-12	N040.1385371	W067.5181674
BZ-13	N040.1382539	W067.5190997
BZ-14	N040.1380682	W067.5198311
BZ-15	N040.1379380	W067.5205597
BZ-16	N040.1378271	W067.5213532
BZ-17	N040.1377458	W067.5220033
BZ-18	N040.1376913	W067.5225262
BZ-19	N040.1376501	W067.5231857
BZ-20	N404.1377985	W067.5238209
BZ-21	N040.1381420	W067.5240928
BZ-22	N040.1384905	W067.5240340

Exhibit C – Soil Management Plan

Soil Management Plan: Requirements for Excavation at the Fluorine Development Area 357 Marian Avenue, Tamaqua, PA 18252

Date Issued: December 20, 2013

OBJECTIVE(S):

This plan specifies the requirements for performing environmental due diligence prior to excavating soil or rock material from the vicinity of the Fluorine Development Building at 357 Marian Avenue, Tamaqua, PA. This due diligence will be conducted by the current property Owner or Occupier to determine whether and how any soil or rock material excavated from below ground surface needs to be managed in accordance with Pennsylvania Department of Environmental Protection's (PADEP's) Management of Fill Policy and applicable regulations.

PROCESS/PRACTICE/PROCEDURE:

The current property Owner or Occupier shall perform environmental due diligence in conjunction with the excavation of earth material located at a depth of 2 feet or more below ground surface as follows:

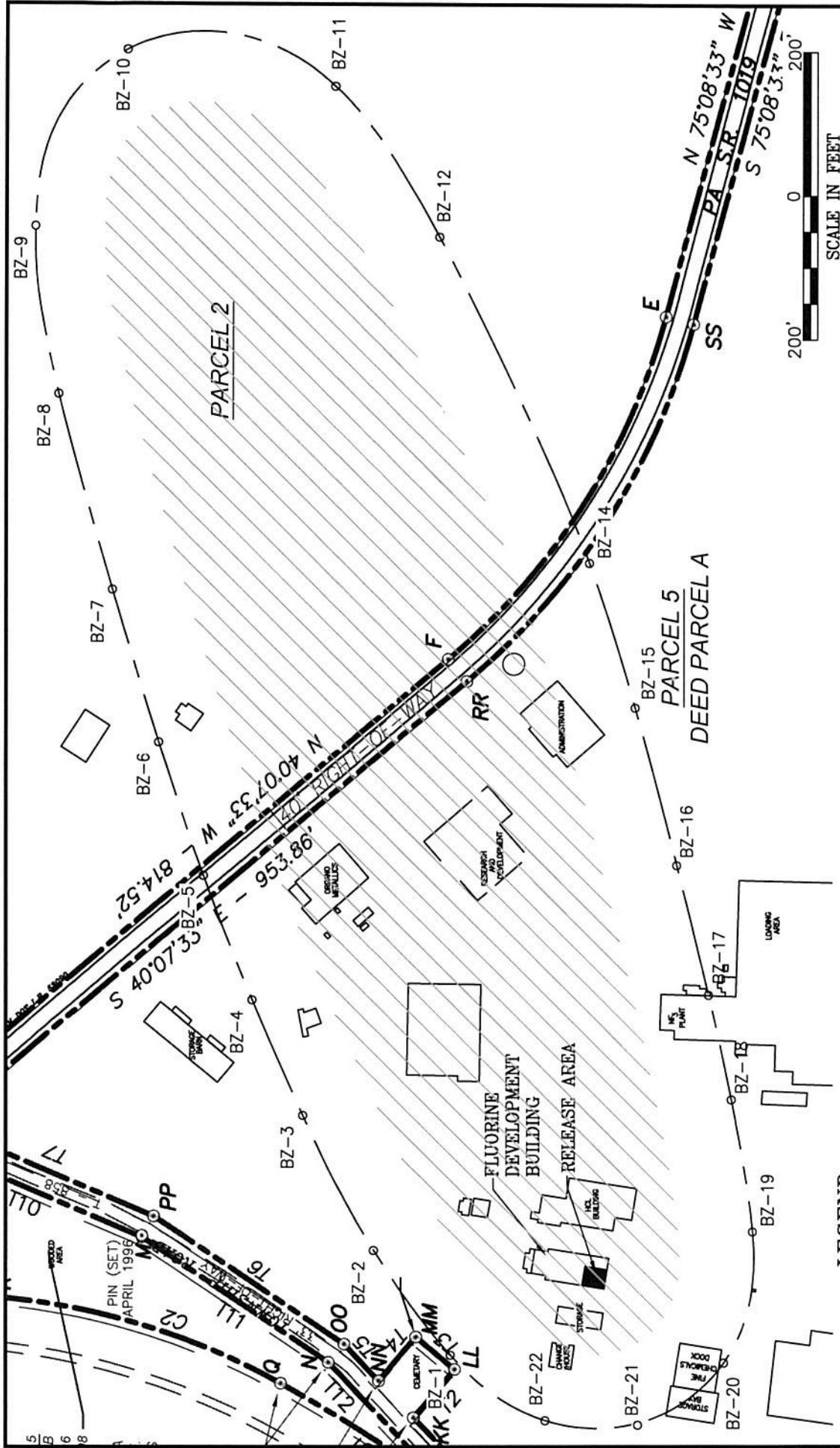
1. Determine whether the excavation will reach a depth of greater than 2 feet below ground surface based on the proposed scope of the excavation activities.
2. For any earth material to be excavated from a depth of greater than 2 feet below ground surface, perform environmental due diligence activities, as defined in PADEP's Management of Fill Policy, to understand the nature of the earth material.
3. After performing such environmental due diligence as may be required under Item 2 above, take steps to ensure that any contractors performing the excavation activities of any earth material excavated from a depth of greater than 2 feet below ground surface consider the need for appropriate personal protective equipment.
4. For any earth material that is excavated from a depth of greater than 2 feet below ground surface and is not placed back within the excavation, ensure that the material is handled consistent with PADEP's Management of Fill Policy.
5. For purposes of this Soil Management Plan, "PADEP's Management of Fill Policy" shall mean the document entitled "Management of Fill" (Document Number 258-2182-773) dated August 7, 2010, and any subsequent policy or guidance that replaces the Management of Fill Policy. The terms "earth material" and "environmental due diligence" are used herein as those terms are defined in the Management of Fill Policy.

SUPPLEMENTAL DOCUMENTS:

R. E. Wright Associates Inc., 1994, Results of subsurface PCE Impact Investigation, Fluorine Development Building, Air Products and Chemicals, Inc., Hometown, Pennsylvania Facility.

R. E. Wright Associates Inc., 1994, Fluorine Development Area Soil Excavations, Air Products and Chemicals, Inc., Hometown, Pennsylvania Facility.

Exhibit D – Soil Management and Groundwater Exclusion Map



LEGEND

PROPERTY LINE

PLUME IN GROUNDWATER

GROUNDWATER EXCLUSION AREA (100 FOOT BUFFER AROUND PLUME)

AREA WHERE SOIL MANAGEMENT PLAN APPLIES (RELEASE AREA)

job no. 303871.TM.010031.1000.0100

file no. 010031-001.dwg

drawn date 09/14/16

checked date

approved date

exhibit D

AIR PRODUCTS AND CHEMICALS, INC.

HOMETOWN FACILITY, RUSH TOWNSHIP, SCHUYLKILL CO., PA

SOIL MANAGEMENT AND GROUNDWATER EXCLUSION MAP

FROM MAP BY: WJP ENGINEERS, DRAWING 95102-1_2014-08-08, GARY J. RYAN, PLS# 051254-E. NAD 83 PA SOUTH ZONE.

GPS NORTH