

Environmental Covenant

When recorded, return to:
Mr. Stephen Fleming
Safety-Kleen Systems, Inc.
4120 Thunderbird Lane
Fairfield, Ohio 45014

The County Parcel Identification No. of the Property is: 38-19-1619-009A.

GRANTOR: Safety-Kleen Systems, Inc., A Clean Harbors Company

PROPERTY ADDRESS: 10 Eleanor Drive, New Kingstown, Pennsylvania, 17072

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 Silver Spring Township, Cumberland County, Pennsylvania.

The postal street address of the Property is: 10 Eleanor Drive, New Kingstown, Pennsylvania, 17072.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40° 14' 00.53" North Latitude / -77° 04' 19.41" West Longitude.

The Property has been known by the following name(s): Safety-Kleen Systems, Inc. New Kingstown Service Center – eFACTS PF # 628500.

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 / GRANTEE.** Safety-Kleen Systems, Inc., A Clean Harbors Company (formerly known as Safety-Kleen Corporation) is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant. The mailing address of the Owner is: Safety-Kleen Systems, Inc., A Clean Harbors Company, 42 Longwater Drive, Norwell, MA 02061

3. **Description of Contamination & Remedy.**

The Site is currently a service center for the distribution of fresh solvent products and a storage facility for spent solvent wastes. Safety-Kleen manages and distributes two types of solvent: mineral spirits (Stoddard Solvent) and a special blend of chlorinated and water-phase solvent known as immersion cleaner. The solvents are distributed to, and collected from, the client in sealed drums. Used immersion cleaner remains containerized in the transport drums, and is stored in a secured area within the warehouse. The facility has been operational since 1977. All activities, maintenance and facility operations are dictated by the terms and conditions of the Resource Conservation and Recovery Act (RCRA) permit issued for this facility. Prior to construction in 1977, the property was historically used for agricultural purposes.

Subsequent site characterization work and remedial activities have been conducted at the Property in several phases since the early 1990s, and were required by the Department pursuant to the Land Recycling and Remediation Standards Act of May 19, 1995, P.L. 4, 35 P.S. sec. 6026.101 et seq. (Act 2). The site characterization identified chlorobenzene and benzo(g,h,i) perylene in groundwater at concentrations exceeding the non-residential Statewide Health Standards (SHS) established by the Department pursuant to Act 2. Remedial activities conducted at the Property consisted of the excavation and off-site removal of soil, installation and operation of a soil vapor extraction system (SVE), soil borings and monitoring well installations, and soil and groundwater sampling. Site characterization activities completed in 2012 were designed to demonstrate attainment of SHS for soils. The soil analytical results were presented in the 2012 Final Report for soil closure. The Pennsylvania Department of Environmental Protection (PADEP) approved this Final Report for soil attainment demonstration on December 14, 2012. Attainment of the SHS Medium Specific Concentrations (MSCs) were achieved for soils.

A Final Report dated August 2016 for groundwater attainment was prepared by CB&I Environmental & Infrastructure, Inc. on behalf of Safety-Kleen, Inc. to fulfill the requirements of Act 2. The remedy for the Property is risk based corrective action with activity and land use limitations. Site-specific standards (SSS) were developed for the Property as part of the human health risk assessment and were used as remedial standards for attainment demonstration. The Final Report demonstrates attainment with applicable Act 2 SHS and SSS. The SSS were developed at a level that is protective of human health within the acceptable risk range mandated by Act 2. Future exposure pathways to maintain compliance with the SSS will be eliminated through this Environmental Covenant. The administrative record for remedial action undertaken at the Property, including additional information regarding the location and nature of contamination on the Property, is on file with the Department's Southcentral Regional Office under eFACTS PF # 628500, and with the United States Environmental Protection Agency (EPA), Region III, 1650 Arch Street, Philadelphia, PA 19103.

4. **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. **Groundwater Exposure Restriction.** No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, the "Groundwater Exposure Restriction"); provided, however, that the Groundwater Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or environmental corrective action work on the Property.

b. **Residential Use Restriction.** The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or recreation area or a hospital (collectively, the "Residential Use Restriction"). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein. Notwithstanding the forgoing, the Property shall be used only for purposes included in the meaning of the term "nonresidential property" as such term is defined in Act 2.

c. **Engineered Barriers.** No person shall construct any building on the Property without installing a vapor barrier under such newly-constructed building, unless a vapor intrusion investigation determines that the barrier is unnecessary.

5. **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.

6. **Compliance Reporting.** After written request by the Department and/or the EPA, the then current property owner shall submit to the Department and the EPA written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after a) written request by DEP or EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 4 (Activity and Use Limitations), d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to the DEP and the EPA. The report will state whether or not there is compliance with paragraph 4. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

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

8. **Recordation & Proof & Notification.** Within 30 days after the date of the Department's approval, the property owner shall file this Environmental Covenant with the Recorder of Deeds for Cumberland County, and send a file-stamped copy of this Environmental Covenant to the Department and to the EPA within 60 days of recordation. Within that time period, the property owner also shall send a file-stamped copy to the City of New Kingstown and Cumberland County and to each person holding a recorded interest in the Property; and each person in possession of the Property.

9. **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 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 provided that: (1) the Department 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 Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner 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 Department must approve, in writing, 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 Department.

10. **EPA.**

a. **Notification.** The then property owner shall provide the EPA written notice of:

1. The pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding.

2. Any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action.

3. Any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action.

4. Termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(b) Enforcement. A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the EPA.

11. Department's and EPA's addresses. Communications with the Department regarding this Environmental Covenant shall be sent to:

(i) Environmental Cleanup Program, Land Recycling Chief, Pennsylvania Department of Environmental Protection, Southcentral Regional Office, 909 Elmerton Avenue, Harrisburg, Pennsylvania 17110 and

(ii) Director, LCD, EPA, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103.

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

Safety-Kleen Systems, Inc., A Clean Harbors Company (Owner,
Grantor/Holder/Grantee)

Date:

By: M. Battles

Name: Michael Battles

Title: Executive Vice President

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date:

06/23/2017

By: [Signature]

Name: Benjamin Stone-Thonus

Title: EC&B Program Manager

COMMONWEALTH OF MASSACHUSETTES)

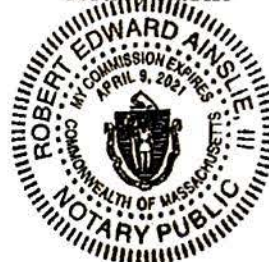
COUNTY OF Plymouth) SS:

On this 14th day of June, 2017, before me, the undersigned officer,
personally appeared Michael L. Battles (Owner,
Grantor/Holder/Grantee) who acknowledged himself/herself to be the
Executive Vice President of Safety-Kleen Systems, Inc., A Clean Harbors Company and
Wisconsin Corporation, on behalf of the company, 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.

[Signature]

Notary Public



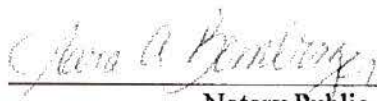
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF DAUPHIN)

SS:

On this 23rd day of June, 2017, before me, the undersigned officer, personally appeared Benjamin Stone-Thonus, who acknowledged himself to be the Environmental Cleanup & Brownfields Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southcentral Regional Office, 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

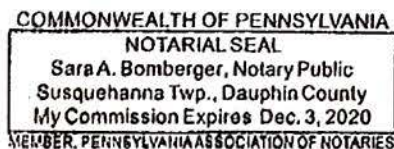


EXHIBIT A

Safety-Kleen New Kingstown, PA

Legal Description

ALL THAT CERTAIN piece or parcel of land situate in Silver Spring Township, Cumberland County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at the Eastern right-of-way line of Eleanor Drive at the dividing line between Lots 1 and 2. on the hereinafter mentioned plan of lots; thence along said dividing line North 66 degrees 56 minutes 3 5 seconds East, at the distance of 272.24 feet to a point in line of lands now or formerly of Valk Manufacturing Company; thence along said lands South 25 degrees 00 minutes 59 seconds East the distance of 248.71 feet to a point at the corner of lands of Silver Spring Ambulance and Rescue; thence along said lands South 73 degrees 08 minutes 39 seconds West, the distance of 257.54 feet to a point on a cul-de-sac, being the Eastern right of way of Eleanor Drive; thence along said right of way on the arc of non-tangent curve to the left, having a radius of 50 feet an arc distance of 57.77 feet and a chord bearing of North 49 degrees 57 minutes 46 seconds West; thence along same North 23 degrees 03 minutes 25 seconds West, the distance of 172.05 feet to a point, the place of beginning.

BEING Lot No. 2 on Subdivision Plan for Robert Mukalian, recorded in Plan Book 42, page 64.

BEING the same premises which Robert Mukalian and Dorothy Mukalian, his wife by Deed dated December 20, 1989, in Cumberland County in Deed Book I-34 page 356, granted and conveyed unto Safety-Kleen Corp., a Wisconsin Corporation, in fee.

Exhibit B

