

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
 NORTHAMPTON COUNTY GOVERNMENT CENTER
 669 WASHINGTON STREET
 EASTON, PENNSYLVANIA 18042-7486
 Area Code (610) 559-3077
 Ann L. Achatz - Recorder
 Andrea F. Suter - Lead Deputy
 Dorothy J. Edelman - Deputy



Book - 2012-1 Starting Page - 17582
***Total Pages - 15**

Instrument Number - 2012002434
 Recorded On 1/23/2012 At 2:42:40 PM

NCGIS Registry UPI Certification
 On January 23, 2012 By JG

* Instrument Type - COVENANTS
 Invoice Number - 698250
 * Grantor - LEHIGH VALLEY INDUSTRIAL PARK INC
 * Grantee - LEHIGH VALLEY INDUSTRIAL PARK INC
 User - HMT
 * Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$33.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
UPI CERTIFICATION FEE	\$170.00
TOTAL PAID	\$208.50

***RECORDED BY:**

NORRIS MCLAUGHLIN & MARCUS, P.A.
 1611 POND ROAD, SUITE 300
 ALLENTOWN, PA 18104

I hereby CERTIFY that this document is recorded in the
 Recorder's Office Of Northampton County, Pennsylvania



Ann L. Achatz

Ann L. Achatz
 Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
 OF THIS LEGAL DOCUMENT

Book: 2012-1 Page: 17582

009KCG



* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

PREPARED BY:

Norris McLaughlin & Marcus, P.A.
The Paragon Centre, Suite 300
1611 Pond Road, Allentown, Pennsylvania 18104 Lehigh County
Phone: 610-391-1800; Fax: 610-391-1805

RETURN TO:

Norris McLaughlin & Marcus, P.A.
The Paragon Centre, Suite 300
1611 Pond Road,
Allentown, Pennsylvania 18104 Lehigh County
Phone: 610-391-1800; Fax: 610-391-1805
ATTN: John F. Lushis, Jr., Esquire

WHEN RECORDED, RETURN TO:

Mr. Kerry A. Wrobel
1720 Spillman Drive, Suite 150
Bethlehem, PA 18015-2164

THIS DOCUMENT PREVIOUSLY FILED AS INSTRUMENT #2012000292 IS BEING RERECORDED TO REPLACE EXHIBIT B WITH THE CORRECT MAP OF THE PROPERTY.

The County Parcel Identification Numbers of the Property subject to this Environmental Covenant are: P7 6 6H-2 0204, P7 6 6H-4 0204, P7 6 6H-5 0204, P7 6 6H-8 0204, P7 6 6H-9 0204, P7 6 6-12 0204, P7 6 6-13 0204, P7 6 6-17 0204, P7 6 6-21 0204, P7SW1B 2 1 0204, P7 10 1-23 0204, P7 10 1-24 0204, P710 1-26 0204, P7 10 1-27 0204, P7 10 1-28 0204, P7 13 1 0204, and P7 13 1A 0204

ENVIRONMENTAL COVENANT

GRANTOR: Lehigh Valley Industrial Park, Inc.

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 (the "DEP").

1. Property Affected. The property affected by this Environmental Covenant (the "Property") is located in the City of Bethlehem, Northampton County.

The current postal street address of the Property is: 1720 Spillman Drive, Suite 150, Bethlehem, PA 18015-2164.

The County Parcel Identification Numbers of the Property subject to this Environmental Covenant are:

P7 6 6H-2 0204	P7 6 6H-9 0204	P7 6 6-12 0204
P7 6 6H-4 0204	P7 6 6-13 0204	P7 6 6-17 0204
P7 6 6H-5 0204	P7 6 6-21 0204	P7SW1B 2 1 0204
P7 6 6H-8 0204	P7 10 1-23 0204	P7 10 1-24 0204
P7 10 1-26 0204	P7 10 1-27 0204	P7 10 1-28 0204
P7 13 1 0204	P7 13 1A 0204	

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 75 degrees, 20 minutes, 24 seconds West, 40 degrees, 36 minutes, 35.9994 seconds North.

The Property is a parcel of land within a larger tract of land that has been known by the following names: Bethlehem Steel Corporation, Bethlehem Commerce Center and LVIP VII.

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: Lehigh Valley Industrial Park, Inc. is the owner of the Property and the Grantor and Grantee of this Environmental Covenant. As the Grantee, Lehigh Valley Industrial Park, Inc. is also the Holder under UECA. LVIP shall remain a Holder under this Environmental Covenant until it has conveyed title to all, but not less than all, of the Property to one or more third parties. Upon the conveyance of any portion of the Property, the grantee of that portion shall become a Holder under this Environmental Covenant with respect to the portion of the Property so conveyed.

3. Mailing Address. The mailing address of the owner is 1720 Spillman Drive, Suite 150, Bethlehem, PA 18105-2164.

4. Description of Contamination & Remedy. The Property is part of a larger tract of land previously owned and operated by Bethlehem Steel Corporation for the manufacturing of steel products dating back to at least the 1880's. As a result of those activities, the Property was contaminated with petroleum, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), solvents and heavy metal constituents associated with the storage and disposal of steel slag, steel products, coke, sand, gravel, foundry sand, and refractory materials and the depositing of miscellaneous construction and demolition debris previously deposited on the Property. As a result of those activities, the soil and groundwater underlying the Property also has been contaminated with VOCs, SVOCs and other components. The Grantor, a nonprofit real estate development corporation, acquired the Property for purposes of redevelopment without motive for profit or to occupy the Property for its own industrial operations. A soil investigation was conducted and a Remedial Investigation Report for soil was submitted to the DEP for approval under the Land Recycling and Environmental Remediation Standards Act, as amended ("Act 2"), which was approved by the DEP on June 22, 2005. A generic cleanup plan dated December 2011 has been prepared for the Property (the "Generic Cleanup Plan"). The Generic Cleanup Plan and the Final Report addressing the remaining soil conditions associated with the Property will be submitted to the DEP for approval after this Environmental Covenant is recorded. The Final Report for soils demonstrates that the remaining soil impacts associated with the Property comply with the Site Specific Standard for non-residential use as established under Act 2. Attainment of the Site Specific Standard has been demonstrated through a combination of engineering and institutional controls that eliminate all routes of exposure associated with the future use of the

Property. The Grantor has undertaken to address the groundwater on a site-wide basis. A Remedial Investigation/Final Report for groundwater was submitted to the DEP under Act 2 and to the United States Department of Environmental Protection (the "EPA") under the Resource Conservation and Recovery Act, as amended ("RCRA"), on November 12, 2009. The DEP approved the Final Report on December 17, 2009 (the "Final Report Approval") and the EPA issued a Final Decision for site-wide groundwater on January 8, 2010. The Final Report demonstrates that the Site Specific Standard for non-residential use as established under Act 2 has been attained for groundwater and that the groundwater remedial approach is protective of human health and the environment under RCRA. An Environmental Covenant subjecting groundwater underlying the Property and remaining parcels owned by the Grantor to monitoring, reporting and activity and/or use limitations was executed by the Grantor, the DEP and the EPA and recorded on August 18, 2010 in the Recorder of Deeds' Office in and for Northampton County, Pennsylvania (the "Recorder's Office"). All of the aforementioned documents are on file with the DEP in its offices at 2 Public Square, Wilkes-Barre, PA 18711-0790. The Administrative Record pertaining to the remedial action taken by EPA is located at its Region III offices at 1650 Arch Street, Philadelphia, PA 19103.

5. Activity and Use Limitations.

The Property is subject to the following activity and use limitations, which the Grantor and each subsequent owner of the Property shall abide by:

5.1. In no event shall the Property or any part thereof be used for any residential purpose including, but not limited to, the following:

(a) Single family or multi-family dwellings or otherwise as a residence or dwelling quarters for any person or persons;

(b) Parks or playgrounds including, without limitation, parks with swing sets, sand boxes, swimming pools or any other kind of equipment;

(c) Campgrounds;

(d) Daycare centers, nurseries, kindergartens, elementary and second schools, vocational or technical schools or similar facilities;

(e) Hospitals, nursing homes, shelters, group homes or similar facilities;

(f) Cemeteries; and

(g) The planting and raising of plants or crops for human consumption.

5.2 Digging, excavating, grading, pile driving or other earth moving activities conducted on the Property or any part thereof, including, without limitation, the excavation or removal of asphalt, concrete, soil or other ground cover and foundations and the digging of foundations for buildings and trenches for utilities, shall be conducted in compliance with all applicable federal, state and local rules, regulations and ordinances including, without limitation, those pertaining to the environment and those pertaining to human health and occupational safety.

5.3 In no event shall digging, excavating, grading, pile driving or other earth moving activities be conducted on the Property or any part thereof, including, without limitation, the excavation or removal of asphalt, concrete, soil or other ground cover and foundations and the digging of foundations for buildings and trenches for utilities, except in compliance with the approved Generic Cleanup Plan for the Property.

5.4 Without limiting the generality of the foregoing, if any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Property, such asphalt, concrete, soil or other ground cover shall be stored, managed, transported and disposed of in compliance with the approved Generic Cleanup Plan for the Property.

5.5 Any engineering control placed on the Property in accordance with the approved Generic Cleanup Plan that is disturbed or removed must be replaced with the same engineering control or another approved engineering control described in the approved Generic Cleanup Plan. In the event the Grantor, or any successor or assign of the Grantor, desires not to replace an engineering control that has been disturbed or removed, the Grantor or such successor or assign shall characterize the regulated substances in the soils and materials beneath such engineering control and manage and, if necessary, remediate such soil and materials in accordance with Act 2 and all other applicable federal, state and local laws, rules, regulations and ordinances. Further, in the event the Grantor, or any successor or assign of the Grantor, conducts any activity that breaches a capped area on the Property, the Grantor or such successor or assign shall follow the material management procedures described in the approved Generic Cleanup Plan.

5.6 Use of groundwater from beneath the surface of the Property or any part thereof shall comply with the terms of the Environmental Covenant recorded on August 18, 2010 in the Recorder's Office. That Covenant stipulates that groundwater shall not be used for any purpose and no wells for the extraction thereof shall be installed, permitted or utilized on the Property or any part hereof; provided, however, monitoring wells may be installed and operated on the Property by the Grantor, its successors and assigns, the EPA and the DEP solely for the purpose of monitoring, treating and remediating such groundwater.

5.7 Prior to the placement on the Property of the engineering controls as described in the approved Generic Cleanup Plan, people entering the Property, including workers performing site redevelopment activities, may not occupy the Property more than one hundred and eighty (180) days a year. Workers involved with site redevelopment activities are also required to comply with

federal Occupational Health and Safety Act regulations that govern the protection of construction workers.

6. Annual Inspections. Upon the placement on the Property of the final engineering controls as described in the Generic Cleanup Plan, the Grantor shall perform annual inspections to identify and document damage to the cap and identify the corrective actions taken to mitigate the conditions. Corrective actions involving the repair/replacement of the engineering controls shall be performed in accordance with the approved Generic Cleanup Plan, which details procedures for material management and cap replacement. Inspection reports shall be maintained by the then current owner of the Property for a minimum of ten (10) years and copies shall be forwarded to the regional offices of the DEP and/or the EPA upon request.

7. 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.

8. Compliance Reporting. At any time after written request by the DEP or the EPA and by the end of every June following the effective date of this Environmental Covenant, the Grantor, and each subsequent owner of the Property, shall submit to the DEP, the EPA, and any Holder listed in Paragraph 2, written certification that the activity and use limitations in this Environmental Covenant are being abided by. In addition, within thirty (30) days after any of the following events, the Grantor, and each subsequent owner of the Property, shall submit to the DEP, the EPA, and any Holder listed in Paragraph 2, written documentation specifying: any noncompliance with the activity and use limitations in this Environmental Covenant; the transfer of the Property; changes in use of the Property, the filing of applications for building permits;

and/or proposals for any site work affecting the engineering controls on the Property subject to this Environmental Covenant.

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

10. Recording; Proof and Notification. Within thirty (30) days after the effective date of this Environmental Covenant, the Grantor shall file this Environmental Covenant with the Recorder's Office and send a file-stamped copy of this Environmental Covenant to the DEP and the EPA within sixty (60) days of recording.

11. Termination or Modification.

(a) Except as otherwise provided herein, this Environmental Covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509.

(b) This Environmental Covenant shall terminate upon attainment with an unrestricted use remediation standard for the contaminants described in the Final Report in accordance with Act 2, as evidenced by the DEP's approval of a Final Report demonstrating attainment with such unrestricted use standards. The DEP must approve, in writing, such termination.

(c) Pursuant to Section 10 of UECA, 27 Pa.C.S. §6510(a)(3)(i), the Grantor and each Holder listed in Paragraph 2 hereof hereby waive their right to consent to any amendment or termination of the Environmental Covenant unless the proposed amendment or termination would modify, negate or in any way impact any engineering or institutional controls referred to in this Environmental Covenant, it being the intent that any amendment to or termination of this

Environmental Covenant by consent in accordance with this Paragraph 11(c) requires only an instrument amending or terminating this Environmental Covenant executed by (i) the Holder or Holders at the time of such amendment or termination; (ii) the then current owner of the Property; and (iii) the DEP.

12. DEP's Address. Communications with the DEP and the EPA regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection
Regional Environmental Cleanup Manager
2 Public Square
Wilkes Barre, PA 18711-0790

Pennsylvania Department of Environmental Protection
Director, Land Recycling Program
Rachael Carson State Office Building
400 Market Street
Harrisburg, PA 17105

United States Environmental Protection Agency
Chief, PA Operations
1650 Arch Street
WCMD 3WC 22
Philadelphia, PA 19103

13. Multiple Counterparts. This Environmental Covenant may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original and such counterparts shall constitute but one and the same instrument.

GRANTOR:

Lehigh Valley Industrial Park, Inc.
a Pennsylvania non-profit corporation

Date: 12/13/11

By: [Signature]
Name: Kerry A. Wrobel
Title: President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Northampton) ss:

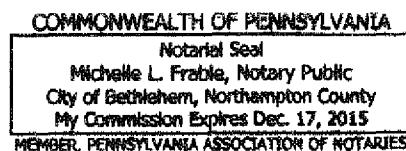
On this, the 13th of December, 2011, before me, the undersigned officer, personally appeared Kerry A. Wrobel, who acknowledged himself to be the President of Lehigh Valley Industrial Park, Inc., a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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

MY COMMISSION EXPIRES:

December 17, 2015

[Signature]
Notary Public



APPROVED:

by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date: 12-23-11

By: [Signature]
Name: Troy Conrad
Title: Director, Land Recycling Program

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Dauphin) SS:
)

On this, the 23 of December, 2011, before me, the undersigned officer, personally appeared Troy Conrad, who acknowledged himself to be the Director, Land Recycling Program, of the Commonwealth of Pennsylvania, Department of Environmental Protection, and that he, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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

MY COMMISSION EXPIRES:

Oct. 06, 2013

Cory Lee Baker
Notary Public

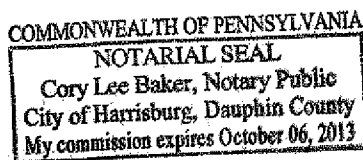


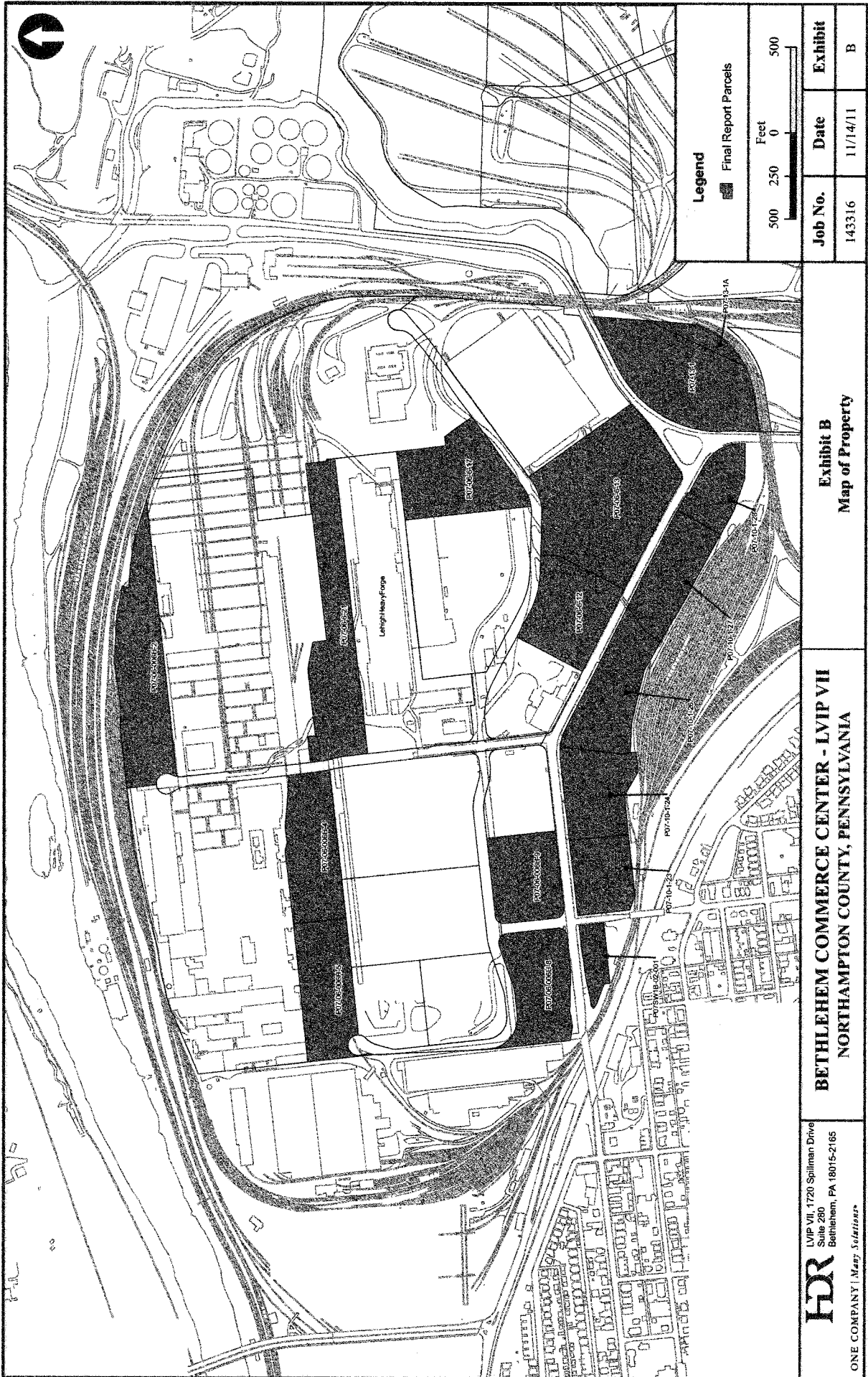
EXHIBIT A

Description of the Property

P7 6 6H-2 0204 - 7 Emery Street, City of Bethlehem
P7 6 6H-4 0204 - 60 Emery Street, City of Bethlehem
P7 6 6H-5 0204 - 1535 Spillman Drive, City of Bethlehem
P7 6 6H-8 0204 - 1550 Spillman Drive, City of Bethlehem
P7 6 6H-9 0204 - 1610 Spillman Drive, City of Bethlehem
P7 6 6-12 0204 - 1920 Spillman Drive, City of Bethlehem
P7 6 6-13 0204 - 2010 Spillman Drive, City of Bethlehem
P7 6 6-17 0204 - 2115 Spillman Drive, City of Bethlehem
P7 6 6-21 0204 - 125 Emery Street, City of Bethlehem
P7SW1B 2 1 0204 - 1540 4th Street, City of Bethlehem
P7 10 1-23 0204 - 1620 4th Street, City of Bethlehem
P7 10 1-24 0204 - 1744 4th Street, City of Bethlehem
P7 10 1-26 0204 - 1900 4th Street, City of Bethlehem
P7 10 1-27 0204 - 2040 4th Street, City of Bethlehem
P7 10 1-28 0204 - 2110 4th Street, City of Bethlehem
P7 13 1 0204 - Shimersville Road, City of Bethlehem
P7 13 1A 0204 - Shimersville Road, City of Bethlehem

EXHIBIT B

Map of the Property



HR

LVIP VII, 1720 Spillman Drive
Suite 280
Bethlehem, PA 18015-2165

ONE COMPANY | *Mary Soler*

E:\GIS\Jobs\LVIP_BCG\GIS\Map_data\mxd\arcmap\ExhibitB.mxd

BETHLEHEM COMMERCE CENTER - LVIP VII
NORTHAMPTON COUNTY, PENNSYLVANIA

Exhibit B
Map of Property