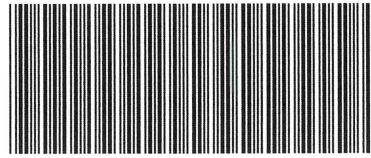


Mary Kozak
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
633 Court Street
Reading, PA 19601
Office: (610) 478-3380 ~ Fax: (610) 478-3359
Website: www.countyofberks.com/recorder

INSTRUMENT # 2020009356

RECORDED DATE: 03/16/2020 11:56:29 AM



4921980-0018Z

Document Type: ENVIRONMENTAL COVENANT

Transaction #: 5555369
Document Page Count: 12
Operator Id: mmartello

PARCEL ID(s): (See doc for additional parcel #'s)
38539700550343

SUBMITTED BY:
MANKO GOLD KATCHER & FOX LLP
401 CITY AVENUE

SUITE 901
BALA CYNWYD, PA 19004

*** PROPERTY DATA:**

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

RECORDING FEES: ENVIRONMENTAL COVENANT	\$26.25
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$40.25
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$32.00
PARCEL ID FEE	\$10.00
Total:	\$114.00

INSTRUMENT #: 2020009356

Recorded Date: 03/16/2020 11:56:29 AM

I hereby CERTIFY that this document is recorded
in the Recorder of Deeds Office in Berks County,
Pennsylvania.



Mary Kozak
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 13

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

Environmental Covenant Berks County

When recorded, return to:

Mr. Stephen Krause
President Global Advanced Metals USA, Inc.
650 County Line Road
Boyertown, PA 19512-1608

The County Parcel Identification Nos. of the Properties are: ³⁸⁻MP 5397-00-55-0343 in Berks County.

GRANTOR: Global Advanced Metals USA, Inc.

PROPERTY ADDRESS: 650 County Line Road, Boyertown, PA 19512-1608

Assessed As in Berks: 7/14

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 Douglass Township in Montgomery County and Colebrookdale Township in Berks County.

The postal street address of the Property is 650 County Line Road, Boyertown, PA 19512-1608.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40°20’34” N and 75°36’45” W.

The Property has been known by the following name(s): Cabot Supermetals.

PADEP Primary Facility ID# is 7801814

RCRA EPA ID Number is PAD002335545.

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.** Global Advanced Metals USA, Inc. (“GAM”) is the current owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the Grantor is:

Global Advanced Metals USA, Inc.
650 County Line Road
Boyertown, PA 19512-1608

4. **Description of Contamination & Remedy.**

The Property has been used for various industrial purposes since at least the late 1940s. Since January 20, 2012, GAM has owned the Property and has manufactured metals products on the Property, and such manufacturing includes specialty chemical processing. Groundwater samples collected in the southeast quadrant of the Property in 1990 identified concentrations of chlorinated solvents, including tetrachloroethene and trichloroethene and their related degradation products, above residential statewide health standards (SHS) established under the Land Recycling and Environmental Remediation Standards Act ("Act 2").

In-situ bioremediation has been effectively used at the Property to remediate chlorinated solvents. Site investigations have confirmed that geologic features control groundwater migration. GAM has demonstrated attainment under Act 2 with SHS for benzene, toluene, and chloroethene, and with site-specific standards (SSS) (via pathway elimination) for tetrachloroethene, trichloroethene, *cis* 1,2-dichloroethene, 1,1-dichloroethene, and vinyl chloride in groundwater at the Property. The deed restriction provides for the maintenance of pathway elimination associated with the attainment under Act 2 through SSS of the listed chlorinated organics in groundwater.

On October 2, 2017, the Environmental Protection Agency ("EPA") selected a Final Remedy for the Property in a Final Decision and Response to Comments. The Final Remedy requires compliance with the EPA approved Post Remediation Care Plan (PRCP) and implementation of land and groundwater use restrictions designed to minimize the potential for human exposure to contaminants.

By letter dated February 1, 2018, the Department approved the Act 2 Final Report for the Property.

Relevant records for this site are located at the Department offices in Norristown, Pennsylvania and through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.

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

- Comply with the terms of the PRCP attached to this Environmental Covenant as Exhibit C.

- The area defined as the Act 2 Boundary on Exhibit B shall not be used for residential purposes unless it is demonstrated to the Department and EPA that such use will not pose an unacceptable threat to human health or the environment or adversely affect or interfere with the Final Remedy, the Department and EPA provides prior written approval for such use; and
- Groundwater withdrawn from the area designated as the Groundwater Exceedance Plume on Exhibit B is not to be used for any purpose, unless the Department and EPA provide prior written approval, in response to a demonstration by the Owner, that such use will not pose an unacceptable threat to human health or the environment or adversely affect or interfere with the Final Remedy. For the avoidance of doubt, nothing herein shall prohibit the collection of groundwater samples and the installation and use of groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of groundwater assessment or remediation activities.

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.** By January 31 of each year following the initial year of the Department's approval of this Environmental Covenant, the Owner of the Property shall submit to the EPA written documentation stating whether the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 30 calendar days after any of the following events, the Owner will send a report to the Department, the EPA and any Holder: a) written request by the Department or EPA, b) transfer of title of the Property or of any part of the Property to any new owner of the Property, c) known and material noncompliance with paragraph 5 (Activity and Use Limitations), or d) an application for a permit or other approval for any building or site work that will affect contamination on the part of the Property subject to the property use restrictions set forth in this Environmental Covenant. This report will state whether there is compliance with paragraph 5. If any use of the Property no longer satisfies the activity and use limitations set forth in paragraph 5, the report will state what actions will be taken to assure compliance.

8. **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 reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording and Notification of Recording.** Within 60 days after the date of the Department's approval of this Environmental Covenant, the Owner 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 and EPA within 90 days of the Department's approval of this Environmental Covenant. Within that time period, the Owner also shall send a file-stamped copy of this

Environmental Covenant to each of the following: Douglass Township in Montgomery County and Colebrookdale Township in Berks County.

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land, unless 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 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, of an unrestricted use remediation standard for the above-described contamination at the Property. The Department and EPA must approve, in writing, of such termination.

11. **EPA.**

(a) **Notification.** The 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; and
- (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.

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

Mr. Ragesh R. Patel
Regional Manager
Environmental Cleanup and Brownfields
Pennsylvania Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401-4915

Mr. Griff Miller
Remedial Project Manager
USEPA Region 3 (3LC20)
1650 Arch Street
Philadelphia PA 19103-2029

13. **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.

Remainder of Page Intentionally Blank
Signatures Follow

Date: 2/4/20

Global Advanced Metals USA, Inc. Property Owner

By: [Signature]

Name: Stephen Krause

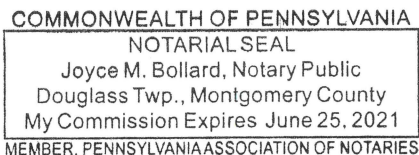
Title: President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Montgomery

On this 4 day of February, 2020, before me, the undersigned officer, personally appeared Stephen Krause, President of Global Advanced Metals USA, Inc. President 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.



[Signature]
Notary Public

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date:

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, _____ [insert name of regional office], 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

Property Owner: Global Advanced Metals USA, Inc.

Property Address: 650 County Line Road
Boyertown, PA 19512-1608
Douglass Township
Montgomery County

APPROVED, by Commonwealth of Pennsylvania,

Department of Environmental Protection

Date: 2/25/2020

By: [Signature]

Name: Ragesh R. Patel

Title: Environmental Cleanup & Brownfields Program Manager

PA DEP – Southeast Regional Office

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this 25th day of February, 2020, before me, the undersigned officer, personally appeared Ragesh R. Patel, who acknowledged himself to be the Environmental Cleanup & Brownfields Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southeast 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.

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Vanetta Bouknight Ross, Notary Public
Montgomery County
My commission expires December 1, 2021
Commission number 1193448

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

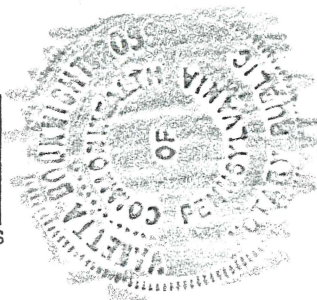


Exhibit A

Description of an Environmental Covenant Area

Across Property Belonging to Global Advanced Metals USA, Inc.
a corporation organized and existing under the laws of
the Commonwealth of Pennsylvania.

ALL THAT CERTAIN parcel or tract of land for an Environmental Covenant Area, along County Line Road, situate in Colebrookdale Township, Berks County, Commonwealth of Pennsylvania, as shown on Drawing No. 106216.0096-V.1-01, prepared by Spotts, Stevens, and McCoy, Inc., Consulting Engineers of Reading, Pennsylvania, and being more fully bounded and described as follows, to wit:

BEGINNING at a corner marked by a nail in the centerline of County Line Road on a bridge over the Swamp Creek, said corner being the southwestern most corner of the herein described tract; thence along property belonging to Grace Independent Baptist Church of Boyertown and in or near the Swamp Creek, the five (5) following courses and distances, viz: (1) North sixty-seven degrees zero minutes seventeen seconds West (N. $67^{\circ}00'17''$ W.), a distance of one hundred fifty-three and eighty-one hundredths feet (153.81') to a corner; (2) North eighty-one degrees fifty-three minutes thirty-nine seconds West (N. $81^{\circ}53'39''$ W.), a distance of one hundred forty-one and seventy-nine hundredths feet (141.79') to a corner; (3) North thirty-six degrees twenty-seven minutes forty-three seconds West (N. $36^{\circ}27'43''$ W.), a distance of one hundred twenty-four and twenty-six hundredths feet (124.26') to a corner; (4) North six degrees thirty-four minutes fifty-seven seconds East (N. $06^{\circ}34'57''$ E.), a distance of one hundred forty and seven hundredths feet (140.07') to a corner; and (5) North thirty-two degrees ten minutes fifty-five seconds West (N. $32^{\circ}10'55''$ W.), a distance of two hundred eighty-five and fifty-six hundredths feet (285.56') to a corner; thence along property belonging to PDM Property Management, LLC, a Pennsylvania limited liability company, North four degrees twenty-five minutes fifty-two seconds East (N. $04^{\circ}25'52''$ E.), a distance of one hundred sixty-nine and eighty-six hundredths feet (169.86') to a corner near the Swamp Creek; thence crossing property belonging to Global Advanced Metals USA, Inc., the six (6) following courses and distances, viz: (1) crossing Swamp Creek Road, North forty-eight degrees fifty-five minutes fifty-two seconds East (N. $48^{\circ}55'52''$ E.), a distance of three hundred fifty and zero hundredths feet (350.00') to a corner in or near the Swamp Creek; (2) North eighteen degrees fifty-five minutes fifty-two seconds East (N. $18^{\circ}55'52''$ E.), a distance of eight hundred eighteen and ninety-two hundredths feet (818.92') to a corner near the center of Mill Crest Road; (3) in or near the center of Mill Crest Road, South seventy-three degrees thirty-eight minutes twenty-four seconds East (S. $73^{\circ}38'24''$ E.), a distance of two hundred ninety-three and two hundredths feet (293.02') to a corner in the center of said road; (4) leaving said road, North twenty-eight degrees fifty-nine minutes forty-nine seconds East (N. $28^{\circ}59'49''$ E.), a distance of three hundred and five hundredths feet (300.05') to a corner; (5) North eighty degrees twenty-five minutes eleven seconds East (N. $80^{\circ}25'11''$ E.), a distance of one hundred eighty-nine and eighteen hundredths feet (189.18') to a corner; (6) South fifty-nine degrees thirty-four minutes forty-nine seconds East (S. $59^{\circ}34'49''$ E.), a distance of four hundred fifteen and seventy-one hundredths feet (415.71') to a corner in County Line Road; thence in County Line Road and crossing property belonging to Global Advanced Metals USA, Inc., the following three (3) courses and distances, viz: (1) South thirty degrees twenty-five minutes eleven seconds West (S. $30^{\circ}25'11''$ W.), a distance of forty-seven and forty-one hundredths feet (47.41') to a corner; (2) South thirty degrees fifty-six minutes eleven seconds West (S. $30^{\circ}56'11''$ W.), a distance of one hundred sixty two and forty-four hundredths feet (162.44') to a corner; (3) South fifty-eight degrees forty minutes thirty-five seconds East (S. $58^{\circ}40'35''$ E.), a distance of five and fifty hundredths feet (5.50') to a corner in the centerline of County Line Road; thence along the centerline of County Line Road, said centerline reflecting the boundary between Berks County and Montgomery County, crossing property belonging to Global Advanced Metals USA, Inc., the following five (5) courses and

distances, viz: (1) South thirty degrees thirty-two minutes fifty-three seconds West (S. 30°32'53" W.), a distance of two hundred sixty-two and forty-one hundredths feet (262.41') to a corner, (2) South thirty-one degrees sixteen minutes forty-seven seconds West (S. 31°16'47" W.), a distance of five hundred six and forty-two hundredths feet (506.42') to a corner; (3) South thirty degrees six minutes seventeen seconds West (S. 30°06'17" W.), a distance of four hundred eighty-one and thirty-nine hundredths feet (481.39') to a corner; (4) partially along property belonging to the Metropolitan Edison Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, South thirty degrees thirty-one minutes fifty-four seconds West (S. 30°31'54" W.), a distance of three hundred ninety-two and thirty-six hundredths feet (392.36') to a corner; and (5) South thirty degrees thirty-eight minutes twenty seconds West (S. 30°38'20" W.), a distance of one hundred sixty-two and zero hundredths feet (162.00') to the PLACE OF BEGINNING.

TOTAL ENVIRONMENTAL COVENANT AREA IN BERKS COUNTY CONTAINS thirty-one and five hundred one thousandths acres (31.501 Acres) of land.

THE ENVIRONMENTAL COVENANT AREA is a portion of the same property which Cabot Corporation, a Delaware corporation, by Deed dated November 30, 2011, and recorded in Instrument no. 2012003437, Berks County Records, at Reading, Pennsylvania, granted and conveyed unto Global Advanced Metals USA, Inc., a Delaware corporation.

THE ENVIRONMENTAL COVENANT AREA is also a portion of the same property which Global Advanced Metals USA, Inc., a Delaware corporation, by Deed dated May 15, 2012 and recorded in Deed Book Volume 5839, Page 1472, Montgomery County Records, at Norristown, Pennsylvania, granted and conveyed unto Global Advanced Metals USA, Inc., a Delaware corporation.

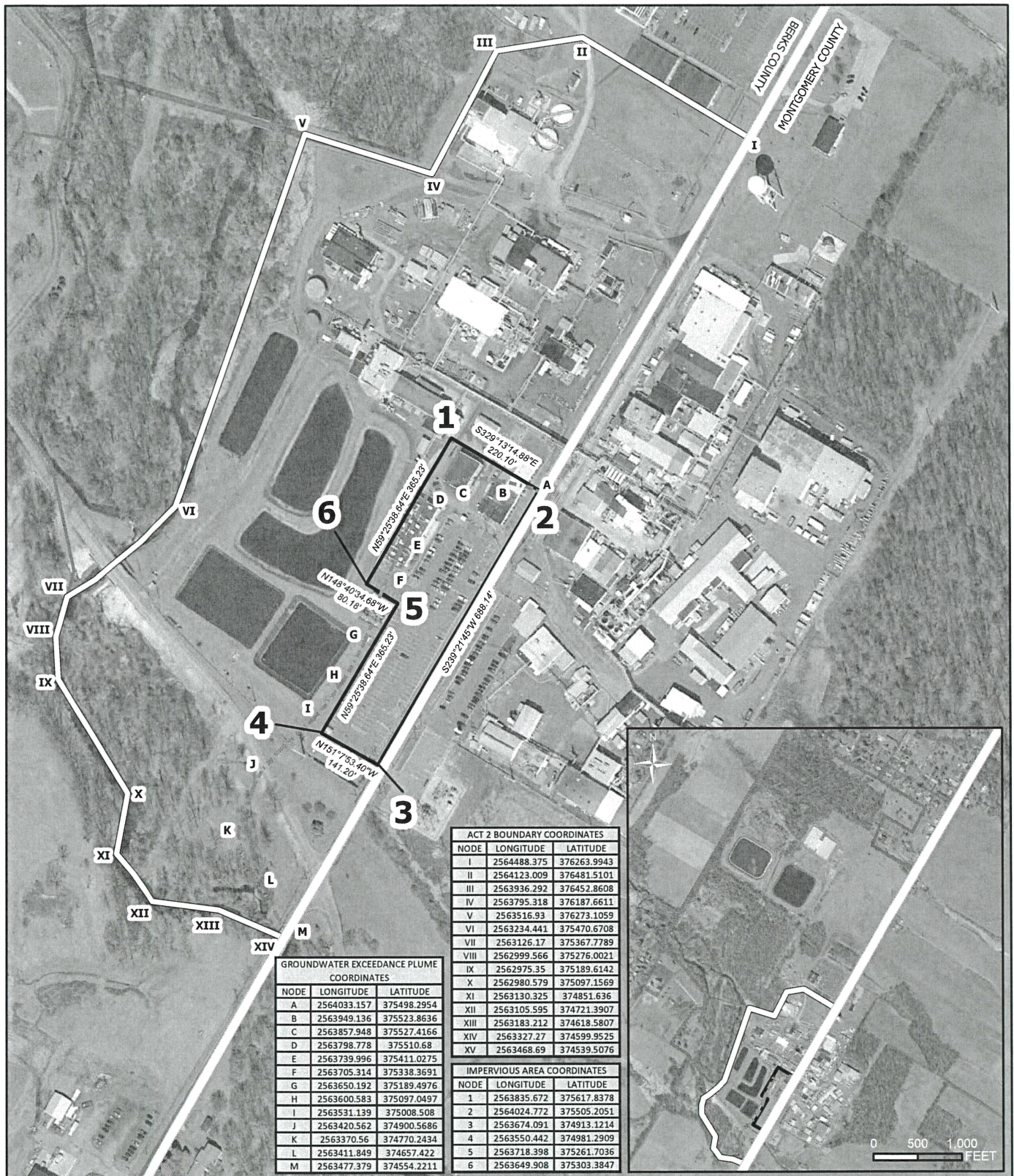


EXHIBIT C

GLOBAL ADVANCED METALS

POST REMEDIATION CARE PLAN FOR BOYERTOWN SITE

This plan ("Plan") has been developed and will be implemented to minimize the potential for human exposure to Volatile Organic Chemical (VOC) contaminants currently present in groundwater within the boundary area as specified in Exhibit A attached hereto ("Boundary Area") at the Boyertown, PA manufacturing site located on County Line Road in Berks and Montgomery Counties Pennsylvania ("Property") to be conducted by the then current owner of the Property ("Owner") who is currently Global Advanced Metals USA, Inc. (collectively, the "Purpose").

BACKGROUND OF CESSATION OF GROUNDWATER MONITORING

In connection to previous groundwater monitoring performed at the Property, the Environmental Protection Agency (EPA) issued a letter to the Owner dated August 8, 2018 terminated the requirement for on-going groundwater monitoring after it wrote that "Statistical analysis of contamination trends in monitoring wells at the facility has shown that all contaminant trends are decreasing or statistically insignificant." For this reason, all existing groundwater monitoring wells are intended to be properly abandoned at the Property pursuant to applicable state and federal requirements.

MANAGEMENT OF SUBSURFACE INTRUSION

Exposure to, and management of potentially VOC-impacted groundwater (media) is managed through the following Best Management Practices employed by the facility.

Any activity that will potentially impact this media within the Groundwater Exceedance Plume as specified in Exhibit B attached hereto requires a pre-excavation meeting. This meeting will be held prior to beginning any on-site work and identify and analyze potential subsurface hazards and risks, Personal Protective Equipment (PPE) requirements, and appropriate material management requirements for media removed from the subsurface. Any such media not being returned to the subsurface will be properly stored and/or containerized, characterized, and managed accordingly. Contaminated media will be sent for compliant off-site disposal. Upon completion of the work, the ground surface will be returned to its reasonably similar pre-excavation condition.

Groundwater Use Restriction. Groundwater may not be withdrawn from the Groundwater Exceedance Plume for any use, except as provided in this section. If the Owner proposes to utilize groundwater within this area for any purpose, the groundwater must first be analyzed and characterized through sampling and chemical analyses for the VOC contaminants of concern. Results of the groundwater sampling will then be used to formulate a plan for any treatment which may be required prior to the intended non-potable use. No use of groundwater within the Groundwater Exceedance Plume (other than for purposes of sampling and chemical analyses) shall occur without prior EPA and PADEP approval of the proposed use. In addition, to the extent that this proposed use requires treatment of this groundwater, any applicable permits shall be obtained prior to initializing treatment of the groundwater.

Surface Area Integrity. Exhibit B identifies the impervious area within the area of impacted groundwater. The paving within this area is to be maintained through a review and maintenance program.

The Owner will maintain on-site documentation of its actions to comply with this plan regarding any activity and use of groundwater within the Boundary Area.