

GRANTOR: NL VENTURES V CAMERON, L.P.

PROPERTY ADDRESS: 1400 North Cameron Street, Harrisburg, Pennsylvania, 17103-1012.

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 (a “special industrial site” pursuant 35 P.S. § 6026.101 *et seq.*) affected by this Environmental Covenant is located in: City of Harrisburg, Dauphin County, Pennsylvania.

The postal street address of the property is: 1400 North Cameron Street, Harrisburg, Pennsylvania, 17103-1012 (the “Property” or “Site”).

The County Parcel Identification No. of the Property is: 07-054-001

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.27520 ° N and 76.86955 ° W (approximate)

The Property has been known by the following names: Harrisburg Steel Corporation; Plancor 502; Thompson Products, Inc.; Thompson Ramo Wooldbridge, Inc. (TRW); and Chromalloy American Corporation.

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

NL VENTURES V CAMERON, L.P., a Texas limited partnership, is the owner of the Property (“Owner” or “Grantor”). The mailing address of the Owner is: 8080 North Central Expressway, Suite 1220, Dallas, Texas, 75206-1864.

3. Holder / GRANTEE

The following is a “holder,” as that term is defined in 27 Pa. C.S. § 6501, of this Environmental Covenant: Turbine Airfoil Designs, Inc., a Texas corporation, located at 1400 North Cameron Street, Harrisburg, Pennsylvania, 17103-1012 (“Holder” or “Grantee”).

4. Description of Contamination & Remedy

As more particularly described in the Baseline Environmental Report approved by the Department on December 10, 2007, (the Baseline Environmental Report is referenced hereto as Exhibit C) and can be found in the files of the Department's Southcentral Regional Office, groundwater at five (5) of the eight (8) well locations (specifically, monitoring wells MW-2, MW-3, MW-5, MW-6, and MW-8) used to characterize the Site exhibit elevated concentrations of volatile organic compounds ("VOCs") and semi-volatile organic compounds ("SVOCs") at concentrations above non-residential Medium Specific Concentrations. These compounds include trichlorethylene ("TCE") and its breakdown product vinyl chloride; benzo(a)pyrene, benzo(g,h,i)perylene, 2-methylnaphthalene, phenanthrene, and pyrene. Fuel oil SPL is present in only one well, MW-6 located in the former UST location. Monitoring wells MW-1, MW-4, and MW-7 do not contain compounds that exceed the non-residential MSCs. No site-related constituents were detected at concentrations above the non-residential Direct Contact MSCs. Compounds detected in soil vapor do not exceed non-residential soil gas MSCs. The results of the soil characterization indicate that no immediate, direct, or imminent threats are present in the soils of the investigated Areas of Concern ("AOCs").

The Baseline Environmental Report did not identify any Site conditions that are immediate, direct or imminent threats to public health or the environment and which would prevent the Site from being occupied for the manufacture of turbine airfoils (vanes and blades) for use in the airline industry or other future industrial or commercial use. The Site is not intended for residential uses. ~~Accordingly, Owner and Holder are not subject to any Remedial Obligations as that term is defined in the Consent Order and Agreement dated July 11, 2008 (attached hereto as Exhibit D).~~ JPK
PSE

This Environmental Covenant will be recorded by the Owner that documents the occurrence of groundwater concentrations that exceed the non-residential MSC, documents the occurrence of SPL, prohibits the installation of onsite water supply wells and requires the maintenance of the Site's impervious cover in accordance with the Pennsylvania Uniform Environmental Covenants Act, 27 Pa. C.S. §§ 6501-6517.

5. Activity & Use Limitations:

The Property is subject to the following activity and use limitations, which the Owner/Holder and each subsequent owner/holder of the Property shall abide by: (1) the groundwater at and under the Property shall not be used for any drinking or agricultural purpose without treatment; (2) the Property shall be used solely for nonresidential purposes; and (3) Grantee shall have a continuing duty to maintain the pavement caps/and or structures overlying the fuel oil SPL on the Property identified in Exhibit E and shall not allow any excavations of an approved cap without prior written notice and a plan submitted to the Department or successor with a schedule of implementation setting forth worker health and safety requirements, access limitations during excavations, and restoration of the cap or other alternatives that are approved by the Department in writing.

In order to maintain the liability relief of Act 2 for areas of the Land subject to a protective cover identified in Exhibit E where the cover is breached or removed, remaining soils or other materials where such excavation or removal occurs ("Area") shall either meet: (1) applicable statewide health standards or numeric based site specific standards approved by the Department in writing and all applicable federal, state and local laws, regulations and ordinances pertaining to the environment and occupational safety; or (2) be covered with materials that eliminate the pathway of exposure to the underlying contamination and is capable of physically supporting the intended use of the Area. Such alternative cover shall be placed on the Area within such period of time as set forth in the worker health and occupational safety plan developed with respect to such Area as approved by the Department. The alternative cover shall thereafter be maintained by the Land owner in good and proper repair.

All excavated materials removed from the Land shall be managed, transported and disposed of in compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, those pertaining to environmental protection and occupational safety.

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 the end of every third January following the effective date of this Environmental Covenant, the Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. The Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation following transfer of the property, concerning proposed changes in use of the property, filing of applications for building permits for the property or proposals for any site work affecting the contamination on the property subject to this Environmental Covenant.

8. Access by the Department

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

9. Recordation & Proof & Notification-

Within thirty (30) days after the date of the Department's approval, 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 within 60 days of recordation. Within that time period, the Owner(s) also shall send a file-stamped copy to each of the following: each Municipality and County in which the Property is located; any Holder identified in this Environmental Covenant; each person holding a recorded interest in the Property; and each person in possession of the Property.

10. Termination or Modification

This environmental covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509.

11. Department's address

All correspondence with the Department concerning this Environmental Covenant shall be addressed to:

Program Manager
Environmental Cleanup Program
909 Elmerton Avenue
Harrisburg, PA 17110

12. ACKNOWLEDGMENTS by Owner and Holder

NL VENTURES V CAMERON, L.P., Grantor

Date:

By: NL Ventures V Cameron Management, L.L.C.



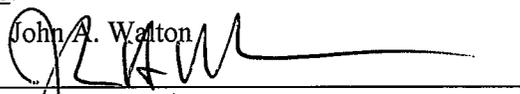
Name: Peter S. Carlsen

Title: President

TURBINE AIRFOIL DESIGNS, INC., Grantee

Date:

By: John A. Walton



Name: John A. Walton

Title: Chief Executive Officer/Chairman

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date:

By: John Krueger

Name: John Krueger

Title: Environmental Cleanup Program Manager

STATE OF TEXAS

COUNTY OF Dallas

)

)

) SS:

On this 20th day of August, 2008, before me, the undersigned officer, personally appeared Peter S. Carlsen, Owner/Grantee, who acknowledged himself 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.

Tracy Minor
Notary Public



STATE OF TEXAS
COUNTY OF Dallas

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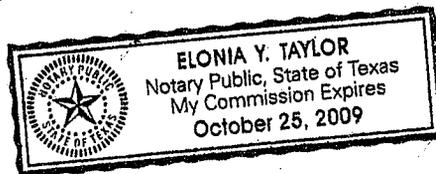
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) SS:

On this 21st day of August, 2008, before me, the undersigned officer, personally appeared John A. Walton, Holder/Grantee, who acknowledged himself 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.

Elonia Y. Taylor
Notary Public



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DAUPHIN

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) SS:

On this 24th day of SEPTEMBER, 2008, before me, the undersigned officer, personally appeared JOHN F. KRUEGER, who acknowledged himself to be the Manager of the Environmental Cleanup Program of the Commonwealth of Pennsylvania, Department of Environmental Protection, SOUTHCENTRAL REGIONAL OFFICE, [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.

George S. Charney
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
GEORGE S. CHARNEY, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires May 25, 2009

EXHIBIT A

Property Description

LEGAL DESCRIPTION

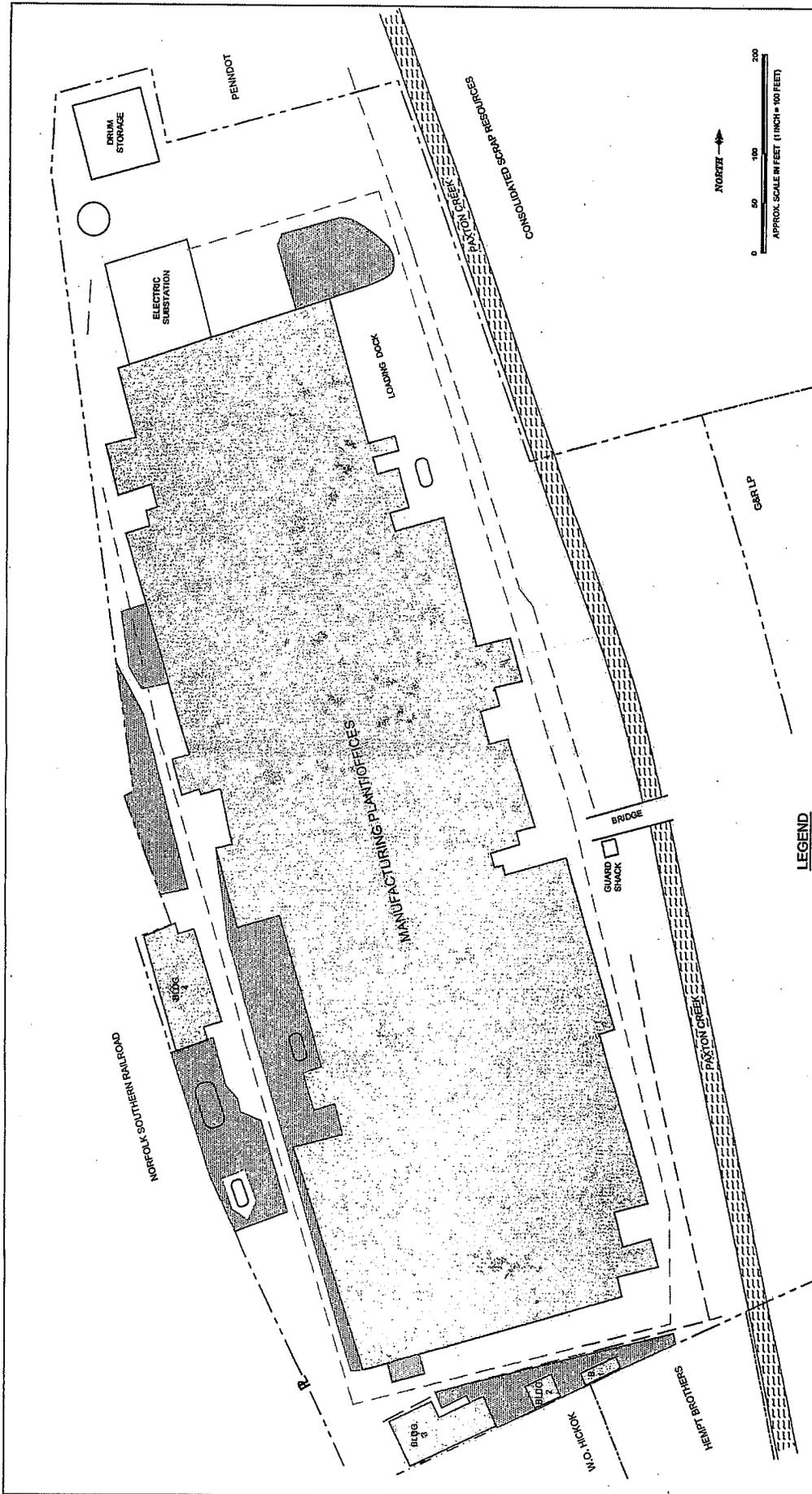
ALL THAT CERTAIN tract or parcel of land situate in the Seventh Ward of the City of Harrisburg, Dauphin County, Pennsylvania, all more particularly hereinafter bounded and described in accordance with the ALTA/ACMS Land Title Survey prepared by C.W. Junkins Associates, Inc. dated March 9, 2006 and known as Lot No. 2 on the Final Subdivision Plan of the Commonwealth of Pennsylvania recorded on March 27, 2006 in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, to instrument number 20060011437 as follows to wit;

BEGINNING at a steel rebar set at the intersection of the westerly right of way line of North Cameron Street and the northerly right of way line of Calder Street, South 10 degrees, 28 minutes, 16 seconds East, a distance of 25.68 feet to a drill hole; Thence along the southerly right of way line of Calder Street the following three (3) courses: (1) South 66 degrees, 20 minutes, 21 seconds West, a distance of 157.84 feet to a drill hole; (2) South 01 degrees, 39 minutes, 11 seconds East, a distance of 6.60 feet to a drill hole; (3) South 79 degrees, 17 minutes, 16 seconds West, a distance of 47.47 feet to a drill hole; Thence along lands of Dayton Parts Incorporation the following six (6) courses: (1) South 09 degrees, 13 minutes, 45 seconds East, a distance of 323.85 feet to a Railroad Spike; (2) North 79 degrees, 39 minutes, 18 seconds East, a distance of 44.29 feet to a Railroad Spike; (3) South 32 degrees, 40 minutes, 07 seconds East, a distance of 44.07 feet to a steel rebar; (4) South 13 degrees, 49 minutes, 13 seconds East, a distance of 82.80 feet to a MAG Nail; (5) South 11 degrees, 03 minutes, 32 seconds West, a distance of 117.50 feet to a PK Nail; (6) South 43 degrees, 40 minutes, 07 seconds West, a distance of 312.42 feet to a point in Paxton Creek; Thence along lands of Hempt Bros. Incorporated, North 10 degrees, 45 minutes, 23 seconds West, a distance of 218.00 feet to a point in Paxton Creek; Thence along lands of Hempt Bros. Incorporated and W O Hickok Manufacturing, South 64 degrees, 55 minutes, 37 seconds West, a distance 440.01 feet to a concrete monument; Thence along lands of W O Hickok Manufacturing, North 24 degrees, 23 minutes, 22 seconds West, a distance of 358.25 feet to a steel rebar in concrete; Thence along lands of Consolidated Rail Corporation the following (5) courses: (1) North 17 degrees, 37 minutes, 36 seconds West, a distance of 250.77 feet to a Railroad Monument; (2) North 65 degrees, 33 minutes, 29 seconds East, a distance of 40.14 feet to a steel rebar in concrete; (3) North 20 degrees, 19 minutes, 40 seconds West, a distance of 139.33 feet to a steel rebar in concrete; (4) North 62 degrees, 47 minutes, 17 seconds East, a distance of 10.60 feet to a steel rebar; (5) North 07 degrees, 47 minutes, 43 seconds West, a distance of 605.06 feet to a steel rebar; Thence along lands of Commonwealth of Pennsylvania, the following three (3) courses: (1) North 59 degrees, 05 minutes, 11 seconds East, a distance of 118.95 feet to a MAG Nail; (2) South 30 degrees, 42 minutes, 35 seconds East, a distance of 114.55 feet to a MAG Nail; (3) North 70 degrees, 52 minutes, 50 seconds East, a distance of 238.34 feet to a point in Paxton Creek; Thence along lands of Consolidated Scrap Resources, South 19 degrees, 17 minutes, 47 seconds East, a distance of 401.61 feet to a point in Paxton Creek; (3) North 65 degrees, 37 minutes, 00 seconds East, a distance of 36.61 feet to a steel rebar; Thence through Reily Street, South 08 degrees, 41 minutes, 31 seconds East, a distance of 39.87 feet to a steel rebar on the southerly side of Reily Street; Thence along the southerly side of Reily Street, North 65 degrees, 37 minutes, 00 seconds East, a distance of 91.60 feet to a steel rebar; Thence along lands of 1414 Cameron Street Associates, LP, South 10 degrees, 31 minutes, 46 seconds East, a distance of 246.18 feet to a PK Nail in the northerly right of way line of Calder Street; Thence along the northerly right of way line of Calder Street the following three (3) courses; (1) North 79 degrees, 17 minutes, 16 seconds East, a distance of 170.96 feet to a steel rebar; (2) a curve to the left, having a radius of 480.00 feet, an arc length of 108.48 feet, a chord of which is North 72 degrees, 48 minutes, 49 seconds East, and a chord distance of 108.25 feet to a steel rebar; (3) North 66 degrees, 20 minutes, 21 seconds East, a distance of 82.42' to a steel rebar, said steel rebar being the place of BEGINNING.

Containing: 810,956 Square Feet/18.617 Acres

EXHIBIT B

Site Map



TURBINE AIRFOIL DESIGNS

SITE PLAN

1400 NORTH CAMERON STREET
 DALPHIN COUNTY
 HARRISBURG, PENNSYLVANIA

ALLIANCE
 Environmental Services, Inc.
 www.alliance-env.com

DATE MAY 2007	CHECKED BY DEW	APPROVED BY PEN	FIGURE 2
PROJECT No. 06-126-01D	CAD FILE No. 06-126-2		

LEGEND

- LOCATION OF CURRENT ASTS
- ▭ PERVIOUS LAYER
- UTILITIES
 - FIRE SUPPRESSION SYSTEM
 - FIBER OPTICS CABLE
 - STORM SEWER
 - HIGH PRESSURE GAS LINE

EXHIBIT C

Baseline Environmental Report

This report is incorporated by reference and deemed to be a part of this Consent Order. However, because of its large size it is not provided as part of Exhibit B. A copy of this report can be found in the files of the Department's Southcentral Regional Office.

EXHIBIT D

Consent Order and Agreement

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

Turbine Airfoil Designs, Inc.

and

NL Ventures V Cameron, LP

1400 North Cameron Street
Harrisburg, PA 17103

:

Remediation/Reuse of a
Special Industrial Area Site

:

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 11th day of ~~June~~ ^{July}, 2008, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter "Department"), Turbine Airfoil Designs, Inc. (hereinafter "Lessee" or "TAD") and NL Ventures V Cameron, L.P. (hereinafter "Redeveloper").

Findings

The Department has found and determined the following findings.

A. The Department is the agency with the duty and authority to implement the Land Recycling and Environmental Remediation Standards Act, the Act of May 19, 1995, P.L. 4, No. 1995-2, 35 P.S. §6026.101 et seq. ("Land Recycling Act"). The Department is the agency with the duty and authority to administer and enforce the Solid Waste Management Act, the Act of July 7, 1980, P.L. 380, No. 97 as amended, 35 P.S. §6018.101 et seq. (the "Solid Waste Management Act"); The Clean Streams Law, the Act of June 22, 1937, P.L. 1987, No. 394, as amended, 35 P.S. §691.1 et seq. (the "Clean Streams Law"); the Storage Tank and Spill Prevention Act, the Act of July 6, 1989, P.L. 169, No. 32 as amended, 35 P.S. §6021.101 et seq. (the "Storage Tank Act"); and; the Hazardous Sites Cleanup Act, the Act of October 18, 1988, P.L. 756, No. 108, 35 P.S. §6020.101 et seq. ("HSCA"); and the rules and regulations promulgated thereunder, (collectively, "Environmental Laws").

B. Redeveloper and Lessee desire to undertake the reuse of a special industrial area site pursuant to the provisions of the Land Recycling Act. Lessee is a corporation with an address of 1400 North Cameron Street, Harrisburg, Pennsylvania, 17103-1012. Redeveloper is a Limited Partnership with an address of 8080 North Central Expressway, Suite 1220, Dallas, Texas, 75206-1864.

C. In 2002, Lessee began manufacturing turbine engine components at an 18.62-acre facility located at 1400 North Cameron Street, Harrisburg, Pennsylvania, 17103-1012 (hereinafter the "Site"). It leases the Site from the Redeveloper. A map of the Site is included in Exhibit A. Prior ownership and operational history is summarized below:

- In March 2006, Redeveloper purchased the Site from Lessee.
- In March 2006, Lessee purchased the Site from the Capital Region Economic Development Corporation ("CREDC").
- In March 2006, CREDC purchased the property which included the Site from The Commonwealth of Pennsylvania.
- In 1949, The Commonwealth of Pennsylvania purchased (and subsequently leased over time) the property from the Reconstruction Finance Corporation - War Assets Administration, a United States government entity.
- In 1943, The Defense Plant Corporation ("DPC") purchased the property from the Harrisburg Steel Corporation ("HSC"). DPC was a United States government sponsored corporation that built industrial plants to supply the war effort during World War II.
- From 1916 to 1942, HSC acquired and consolidated several parcels that included the Site.

In December 1943, DPC acquired 23.86 acres including the Site from HSC and built a plant known as Plancor 502. HSC operated the plant and manufactured high pressure gas cylinders and demolition bombs and shells without live charges. Construction began in April 1942 with partial and full operation in March and June 1943, respectively. DPC improved the entire property with twenty-two (22) structures including the main manufacturing plant, carpenter shop, boiler house, maintenance building and four, 78,000-gallon fuel oil underground storage tanks ("USTs") and associated pump house formerly located on the northeast corner of the main manufacturing plant.

In October 1945, Plancor 502 was declared surplus property and sold to the Commonwealth of Pennsylvania in April 1949. The disposal deed contained a clause that would allow the United States to activate the plant for the purposes of national defense for twenty (20) years after the disposal date.

In June 1951, (during the Korean War era), the Air Force notified the Commonwealth of Pennsylvania that the property was required for national security purposes, and use, control, and possession was granted to the United States. Thompson Products, Inc. operated the plant for the Air Force and manufactured airplane engine parts. The lease indicated that it was automatically renewed until May 1956. No lease termination was documented; therefore it is assumed that the lease ended in

1956. An evaluation of the Site by the Defense Environmental Restoration Program – Formerly Utilized Defense Sites (“DERP-FUDS”) indicates that the Site is not eligible for coverage under this program.

The Commonwealth of Pennsylvania had historically leased the property since its purchase in 1949. Historical tenants include Thompson Products, Inc. in the 1950’s and Thompson Ramo Wooldbridge, Inc. (“TRW”), from the 1960’s to 1986. Both tenants manufactured jet plane parts. Chromalloy American Corporation took over operations from TRW in 1986. TAD commenced manufacturing operations in 2002.

D. This Consent Order and Agreement is the agreement required by Sections 305 and 502 of the Land Recycling Act between the Department and any person seeking a release of liability in connection with undertaking the reuse of a special industrial area site.

E. As of the date of this Consent Order and Agreement, Redeveloper has represented that Redeveloper, including its officers, directors, subsidiaries and affiliates, has not caused or contributed to contamination located on the Site.

F. As of the date of this Consent Order and Agreement, Lessee has represented that Lessee, including its officers, directors, subsidiaries and affiliates, has not caused or contributed to contamination located on the Site.

G. As of the date of this Consent Order and Agreement, the Site is located in a Commonwealth Enterprise Zone as designated by the City of Harrisburg Mayor’s Office of Economic Development and Special Projects.

H. On May 30, 2007, Redeveloper and Lessee submitted a Notice of Intent to Remediate (the “NIR”) the Site to the Department.

I. On May 31, 2007, Redeveloper and Lessee delivered a copy of this NIR to the City of Harrisburg.

J. On June 1, 2007, Redeveloper and Lessee published a summary of the NIR in The Patriot News.

K. The City of Harrisburg did not request to be involved in the development of the remediation and reuse plans for the Site.

L. The City of Harrisburg did not request that Redeveloper and Lessee develop and implement a public involvement program plan which met the requirements of section 304(o) of the Land Recycling Act.

M. On November 13, 2006, Redeveloper and Lessee submitted and on December 13, 2006 the Department approved the work plan required to be prepared for the Site by section 305(b) of the Land Recycling Act.

N. On September 26, 2007, Redeveloper and Lessee submitted and on December 10, 2007 the Department approved the Baseline Environmental Report required to be prepared for the Site by section 305(b) of the Land Recycling Act. This Baseline Environmental Report is incorporated by reference and deemed to be a part hereof as Exhibit B with a copy of said document contained in the files at the Department's Southcentral Regional Office.

O. The current intended purpose of the Site is the manufacture of turbine airfoils (vanes and blades) for use in the airline industry and other future nonresidential commercial and industrial uses ("Intended Purpose"). The Site is not intended for residential uses. The results of the soil characterization indicate that no immediate, direct, or imminent threats are present in the soils of the investigated Areas of Concern ("AOCs"). None of the target compounds were detected above their respective non-residential Direct Contact values in any of the soil samples, therefore no further active remedial measures are proposed for soil.

Baseline groundwater data show that monitoring wells MW-2, MW-3, MW-5, MW-6, and MW-8 contain compounds that exceed non-residential Medium Specific Concentrations ("MSCs"). MW-6 also contains fuel oil separate phase liquid ("SPL"). Monitoring wells MW-1, MW-4, and MW-7 do not contain compounds that exceed the non-residential MSCs. Figure 10 of Exhibit B illustrates well locations and lists compounds that exceed MSCs and compounds with no MSCs. The concentrations shown on Figure 10 of Exhibit B are the highest concentration detected for the indicated analyte, independent of sampling event.

The City of Harrisburg supplies drinking water to the Site and surrounding locality from a municipal-owned distribution system. Section 9-701.2 of the Rules and Regulations of the Harrisburg Authority mandates that buildings located within 200 feet of the water system be connected and no other water supply should be utilized (*i.e.* potable well).

An Environmental Covenant will be recorded by the Redeveloper that documents the occurrence of groundwater concentrations that exceed the non-residential MSC, the occurrence of SPL, prohibits the

Order

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Redeveloper and Lessee as follows:

1. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to:

- a. Section 5 of the Clean Streams Law, 35 P.S. §691.5;
- b. Section 602 of the Solid Waste Management Act, 35 P.S. §6018.602;
- c. Section 1309 of the Storage Tank Act, 35 P.S. §6021.1309;
- d. Sections 305 and 502 of the Land Recycling Act, 35 P.S. §§6026.305 and 6026.502; and
- e. Section 1917-A of the Administrative Code, supra.

2. *Cleanup Liability of Redeveloper and Lessee*

a. Redeveloper and Lessee do not have Remedial Obligations as that term is defined in this Consent Order and Agreement and in the Environmental Laws, and which would prevent the Site from being occupied for its Intended Purpose. Redeveloper and Lessee do however agree to the recording of an Environmental Covenant in accordance with the Pennsylvania Uniform Environmental Covenants Act, 27 Pa. C.S. §§ 6501-6517, that documents the occurrence of groundwater concentrations that exceed the non-residential MSC, the occurrence of SPL, prohibits the installation of onsite water supply wells and requires the maintenance of the Site's impervious cover.

b. Redeveloper and Lessee shall not be responsible for the remediation of Identified Contamination described in Paragraph S of the findings and more fully described in Exhibit B, so long as the Identified Contamination does not prevent the occupation of the property for its Intended Purpose.

c. Nothing in this agreement relieves Redeveloper and Lessee from any cleanup liability for 1) contamination caused by Redeveloper and Lessee on the Site on or after the date of this Consent Order and Agreement; or 2) contamination presently located on the Site the nature, concentration and location of which is not identified in Exhibit B.

d. If Redeveloper and Lessee comply with the terms and conditions of this Consent Order and Agreement, Redeveloper and Lessee shall have the liability protection established by Section 502(a) of the Land Recycling Act for any conditions documented in the Baseline Environmental Report which are immediate, direct or imminent threats to public health or the environment.

e. Redeveloper and Lessee shall provide the Department with prior written notice of any change in the Intended Purpose of the Site from that described in Paragraph O of the findings. Redeveloper and Lessee have a continuing obligation to remediate all immediate, direct or imminent threats to public health or the environment located on the Site that would prevent the site from being occupied for its Intended Purpose. If the Redeveloper and Lessee change the Intended Purpose of the property from that set forth in Paragraph O, then Redeveloper and Lessee must remediate any contamination described in Paragraph S which would prevent the occupation of the property for its new Intended Purpose.

f. The liability protection provided by this Consent Order and Agreement is subject to the reopeners set forth in Section 505 of the Land Recycling Act.

3. *Notice of Commencement of Remediation.* Redeveloper and Lessee shall notify the Department in writing ten (10) working days prior to commencing any remediation measures enumerated in Paragraph 2.

4. *Site Access.* Redeveloper and Lessee grants to the Department the right to enter onto the Site to observe, inspect and verify any remediation activities described in Paragraph 2 and to further investigate contamination at the Site. In the event the Department elects to conduct remediation of Identified Contamination, Redeveloper and Lessee further grants to the Department the right to enter onto the Site to conduct remediation upon reasonable notice and provided the Department does not unreasonably disrupt Redeveloper and Lessee use of the property.

5. *Notice of Completion of Remediation.* Redeveloper and Lessee shall notify the Department in writing when it has completed any remediation activities enumerated in Paragraph 2 including proof that the deed covenant has been recorded.

6. *30 Day Verification Period.* The Department shall have thirty (30) days after the receipt of the Redeveloper and Lessee notice of completion of any remediation to verify that any remediation activities enumerated in Paragraph 2 have been successfully completed by Redeveloper and Lessee.

7. *Transfer of Site.* Redeveloper and Lessee shall provide the Department with prior written notice of any transfer of ownership of the Site including the identity of the purchaser and the purchaser's Intended Purpose for the Site. Prior to transfer, Redeveloper and Lessee shall give the purchaser a copy of this Consent Order and Agreement including a copy of Exhibits A and B. Redeveloper and Lessee shall satisfy the applicable deed acknowledgement requirements of the Solid Waste Management Act and the Hazardous Sites Cleanup Act.

8. *Correspondence with Department.* All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Program Manager
Environmental Cleanup Program
909 Elmerton Avenue
Harrisburg, PA 17110

9. *Correspondence with Redeveloper.* All correspondence with Redeveloper concerning this Consent Order and Agreement shall be addressed to:

Thomas Cramer
Director of Asset Management
8080 North Central Expressway, Suite 1220
Dallas, TX 75206

Redeveloper agrees to notify the Department whenever there is a change in the contact person's name, title or address.

10. *Correspondence with Lessee.* All correspondence with Lessee concerning this Consent Order and Agreement shall be addressed to:

Ben Frazier
President
1400 North Cameron Street
Harrisburg, PA 17103-1012

Lessee agrees to notify the Department whenever there is a change in the contact person's name, title or address.

11. *Entire Agreement.* This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

12. *Modifications.* No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

13. *Attorney Fees.* The parties agree to bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

14. *Titles.* A title used at the beginning of any paragraph of this Consent Order and Agreement is provided solely for the purpose of identification and shall not be used to interpret that paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Redeveloper and Lessee certify under penalty of law, as provided by 18 Pa.C.S. §4904, that they are authorized to execute this Consent Order and Agreement on behalf of Redeveloper and Lessee; that Redeveloper and Lessee consents to the entry of this Consent Order and Agreement as an ORDER of the Department; and that Redeveloper and Lessee hereby knowingly waive their its rights to appeal this Consent Order and Agreement, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. §7514; the Administrative Agency Law, 2 Pa.C.S. §103(a), and Chapters 5A and 7A; or any other provision of law.

FOR THE REDEVELOPER:

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:

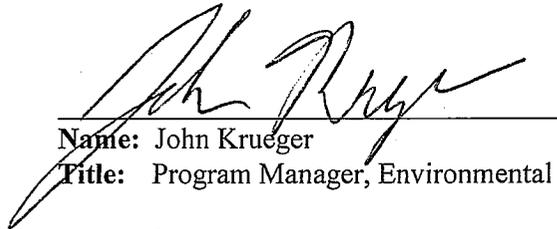
NL VENTURES V CAMERON, L.P.

By: NL Ventures V Cameron
Management L.L.C., its sole
General Partner

By: John Krueger



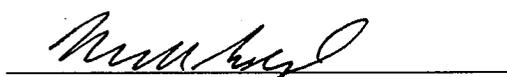
Name: Peter S. Carlsen
Title: President



Name: John Krueger
Title: Program Manager, Environmental Cleanup



Name:
Witness



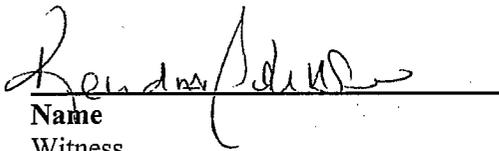
Name: Martin R. Siegel
Assistant Counsel

FOR THE
Lessee:

TURBINE AIRFOIL DESIGNS, INC.



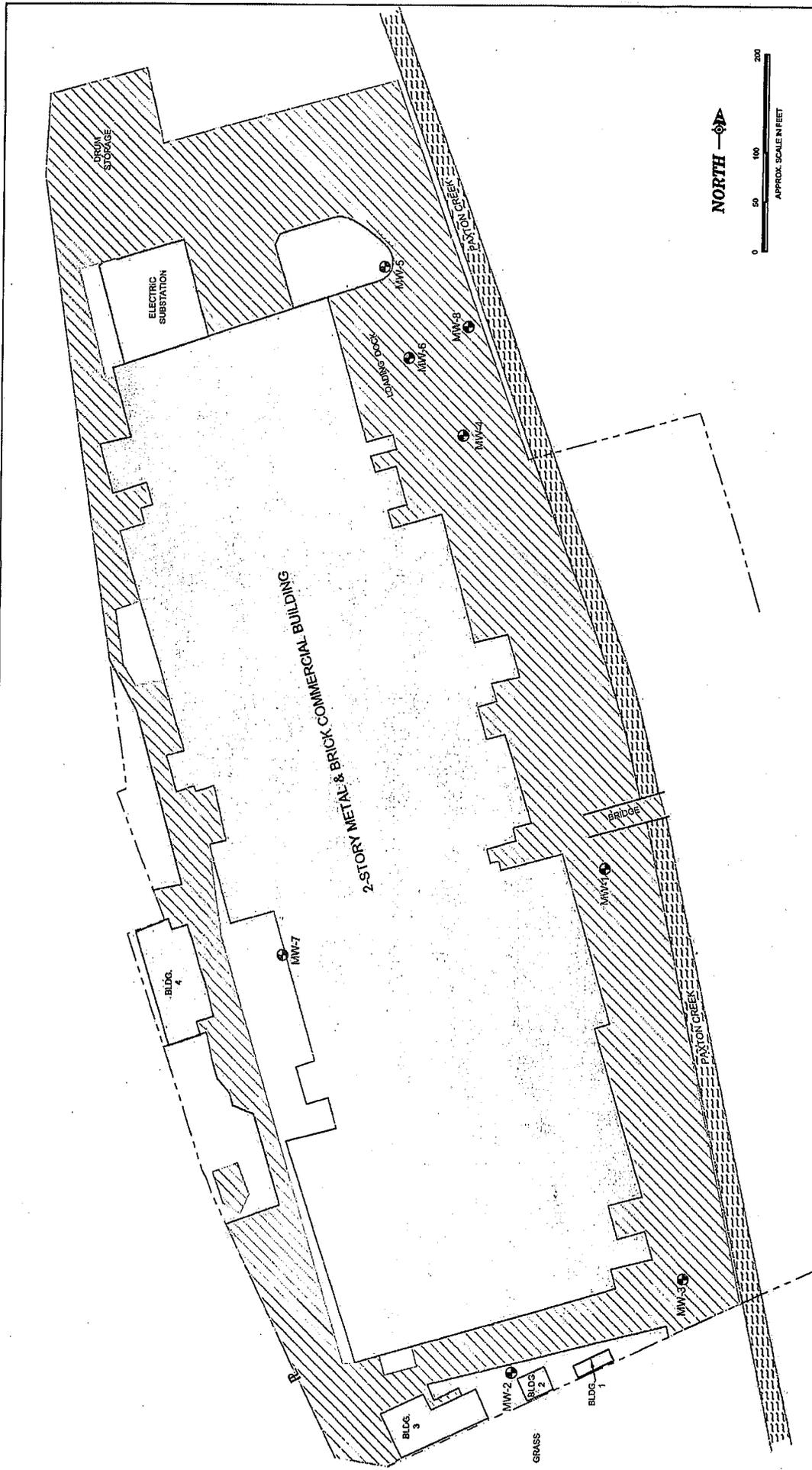
Name: John A. Walton
Title: Chief Executive Officer



Name
Witness

EXHIBIT E

Restricted Area Map



TURBINE AIRFOIL DESIGNS

IMPERVIOUS COVER MAP
MARCH 2008

1400 NORTH CAMERON STREET
DAUPHIN COUNTY
HARRISBURG, PENNSYLVANIA

DESIGNED BY
JESSIE
DATE
MAY 2008

CHECKED BY
MRS
PROJECT NO.
AC 101101

APPROVED BY
JAL
CAD FILE NO.
AC 101101R

FIGURE
1

- LEGEND**
- MW-1 ● GROUND WATER MONITORING WELL LOCATION
 - ▨ IMPERVIOUS PAVEMENT
 - ▭ IMPERVIOUS BUILDING