

When recorded, return to:

Lyondell Environmental Custodial Trust
c/o Le Petomane XXIII, Inc., not individually,
but solely as Trustee of the Trust
35 East Wacker Drive, Suite 1550
Chicago, IL 60601

The County Parcel Identification Nos. of the Property are:
73-172-0199.000, 73-172-0199.006, 73-172-0200.001, 73-172-197.001

NOTICE OF CORRECTIVE FILING

An Environmental Covenant was previously recorded against the above-described property by the Recorder's Office of Beaver County, Pennsylvania on November 20, 2014 as document number 3492906. This corrective filing is being recorded to include the "Exhibit A" referenced in the Environmental Covenant, which Exhibit was omitted from document number 3492906. Accordingly, a complete, fully executed copy of the Environmental Covenant that includes Exhibit A thereto is attached to this Notice of Corrective Filing.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Lyondell Environmental Custodial Trust by and through its attorneys, Foley & Lardner LLP, has executed this Notice of Corrective Filing this 4th day of December, 2014.

FOR THE LYONDELL ENVIRONMENTAL CUSTODIAL TRUST, by and through its attorneys, Foley & Lardner LLP

Tanya C. O'Neill

Tanya C. O'Neill, attorney

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

On this, the 4th day of December, 2014, before me, a Notary Public, the undersigned officer, personally appeared Tanya C. O'Neill, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Horacio A. Magallon
Notary Public

My Commission expires: 7-19-15

gfb



FOLEY & LARDNER LLP/FEDEX

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23 Pages
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Beaver County
ENVR \$56.50

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Nos. of the Property are:

73-172-0199.000
73-172-0199.006
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73-172-197.001

GRANTOR and GRANTEE: Lyondell Environmental Custodial Trust, by and
through Le Petomane XXIII, Inc., not individually
but solely as Custodial Trust Trustee

PROPERTY LOCATION: Potter Township, Beaver County

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” or “DEP”).

1. Property Affected. The property affected by this Environmental Covenant, as more particularly described in Exhibit A (“Property”), is located in Potter Township, Beaver County, and is depicted as all the property outlined in a red hash line on Figure 1 of Exhibit B. Exhibits A and B are incorporated herein. The term Property shall be understood to mean its entirety or any portion thereof.

The street address of the Property is: PA Route 18 / Frankfort Road, Potter Township, PA 15061.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40 39’ 47” and -80 20’ 52”

The Property has been known by the following name: Koppers United Company; Koppers Company, Inc. plant; Sinclair-Koppers Company plant; ARCO Chemical Company – Beaver Valley Plant; Lyondell Chemical parcels

DEP Facility ID# is: 624973

DEP Land Recycling Program No. is: 5-4-947-277

2. Property Owner/GRANTOR/GRANTEE. The Lyondell Environmental Custodial Trust (“Trust”), by and through Le Petomane XXIII, Inc., not individually but solely in the representative capacity as Trustee of the Trust, is the current owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant. Obligations under this Environmental Covenant shall apply to all successor owners of the Property, hereinafter referred to as the then-current owner.

3. The mailing address of the Trust is 35 East Wacker Drive, Suite 1550, Chicago, Illinois 60601.

4. Description of Contamination and Remedy. The Property is located within an approximately 420-acre plot of land on the south bank of the Ohio River in Potter Township, Beaver County, Pennsylvania (“Facility”). The Property was used historically by various manufacturing facilities.

Lyondell Chemical Company filed for bankruptcy in 2009 and certain of its real properties, including the Property, were subsequently transferred to the Trust. The Trust does not conduct any industrial operations at the Facility or the Property. Currently, NOVA Chemicals, Inc. continues to use areas of the Facility to manufacture polystyrene and other plastic feed stocks.

This Environmental Covenant applies to the approximately 137-acre Property and includes, but is not limited to, the following areas: Raccoon Creek Area, part of which historically was used for disposal of various plant wastes including acid washings and distillation residues (“Raccoon Creek Area”); West Landfill [Dravo Quarry] Area, part of which historically was used for disposal of plant process wastes including acid washings and waste polystyrene (“West Landfill Area”); East Landfill Area, part of which historically was used for disposal of waste from the production of polystyrene, calcium phosphate and aqueous toluene solutions (“East Landfill Area”); and Phthalic Anhydride Plant Area, parts of which where there were historic spills and releases from the plant area related to the production of phthalic anhydride and naphthalene, and where mercury waste historically was disposed (“Phthalic Anhydride Plant Area”).

Beginning around 1990, there have been several investigations and cleanups of environmental contamination at the Property (collectively, the “Remediation”). In 1994, DEP and ARCO entered into a Consent Order and Agreement regarding the Remediation.

In 1997, DEP, ARCO and Beazer East, Inc. (successor to the Koppers entities) entered into a subsequent Consent Order and Agreement regarding the Remediation. Disposal areas within the Raccoon Creek Area, East Landfill Area and West Landfill Area (collectively, the "Capped Areas"), were capped with a soil cap and vegetative cover. Those areas are identified as soil cover/capped areas on Figure Nos. 1, 2, 3, and 4 of Exhibit B. Under the Land Recycling and Remediation Standards Act, 35 P.S. §§ 6026.101 – 6026.908 ("Land Recycling Act"), final reports for the Raccoon Creek Area, East Landfill Area and West Landfill Area documented attainment of a Site Specific Standard for soil and groundwater ("Final Reports"). DEP approved the Final Reports as follows: East Landfill Area (February 1999); Raccoon Creek Area (March 1999); and West Landfill Area (November 1999). Mercury-contaminated soil from the Phthalic Anhydride Plant Area was excavated and disposed of off-site. For the Phthalic Anhydride Plant Area, the Final Report documented attainment of a nonresidential statewide health and Site Specific Standard for soils. DEP approved the Phthalic Anhydride Plant Area Final Report in June 1998.

An Environmental Indicator Inspection was conducted by Foster Wheeler Environmental Corporation for the United States Environmental Protection Agency ("EPA") in September 2002 to assess whether human exposures to contamination and migration of contaminated groundwater were under control. Primary contaminants of concern were identified as benzene, toluene, ethylbenzene, xylenes, and styrene. Soil and groundwater are the primary media impacted by the contaminants. Because contamination remains in the soil and groundwater of the Property above levels appropriate for unrestricted use, activity and use limitations are required to assure the continued protection of human health and the environment. The post remediation care plans in the approved Final Reports required future inspection and maintenance of the caps, and sampling of certain environmental media for a period of five years from the DEP's approval of the individual Final Reports. Furthermore, the completion and recording of an instrument requiring those future actions and limitations on the use of the Property to assure the continued protection of human health and the environment was required. The Final Reports, the DEP letters approving the Final Reports, and a large amount of other records concerning environmental matters at the Property (and the Facility) are maintained at DEP's Southwest Regional Office, 400 Waterfront Drive, Pittsburgh, PA 15222. In addition, records pertaining to the Remediation are located or available through the EPA, Region III, 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, each then-current owner or occupier of the Property, and any agent, employee and other person under the control of the then-current owner or occupier of the Property, shall abide by:

- (a) Residential and agricultural, grazing, and forestry uses of the Property are prohibited. The Property may be used only for non-residential purposes. For purposes of this Environmental Covenant, non-residential purposes shall mean commercial,

industrial, manufacturing or any other activity done to further either the development, manufacturing or distribution of goods and services, or intermediate and final products, including, but not limited to, administration of business activities, research and development, warehousing, shipping, transport, remanufacturing, stockpiling of raw materials, storage, repair and maintenance of commercial machinery and equipment, and solid waste management. This term shall not include schools, nursing homes or other residential-style facilities or recreational areas. Use of the Property for any non-residential purpose is contingent upon prior written notice to, and prior written approval by, the Department.

- (b) Use of the Property that is inconsistent with or that will negatively impact any investigative or remedial measures undertaken at the Property is prohibited.
- (c) With the exception of any investigative or remedial measures approved by the Department or the EPA, any use or consumption of Raccoon Creek surface water or groundwater located in, on, at or beneath the Property is prohibited.
- (d) The then-current owner of the Property annually shall inspect the entire Property, and maintain and repair to proper functioning (with prior written notification to the Department and EPA or at the direction of the Department or the EPA) all engineered structures, including the following: 1) fences and gates; 2) soil cover/capped areas; and 3) engineered stormwater management devices, including drainage channels, swales, culverts, manholes, catch basins, and discharge structures and associated piping.

The following engineered structures identified in Figure Nos. 1, 2, 3, and 4 of Exhibit B are specifically included as engineered structures:

- i. Delineated channels;
- ii. Soil Cover / Capped Areas for the East Landfill delineated by points EL-SC01 through EL-SC16, Raccoon Creek landfill delineated by points RC-SC01 through RC-SC07, and the West Landfill delineated by points WL-SC01 through WL-SC07;
- iii. Culverts:: EL-Culvert #1, EL-Culvert #2, EL-Culvert #3, EL-Culvert #4, EL-Culvert #5, EL-Culvert #6, and

WL-Culvert #1;

- iv. Catch Basin #1; and
 - v. Outfalls #23 and #24.
- (e) Any excavation or disturbance of the soil in any Capped Area, identified as soil cover / capped areas in Figure Nos. 1, 2, 3, and 4 and Tables 1, 2, and 3 of Exhibit B, is prohibited without prior written notice to, and prior written approval by, the Department or the EPA.
- (f) Soil excavation and/or construction of any building or any other structure at the Phthalic Anhydride Plant Area, identified in Figure No. 5 and Table 4 of Exhibit B, is prohibited without prior written notice to, and prior written approval by, the Department or the EPA. In addition, submittal of a plan of such activities (“Activity Plan”) to the Department is required. The Activity Plan shall include a soil management plan and a health and safety plan. The Activity Plan shall be designed to comply with all applicable federal, state and local laws, regulations and ordinances.
- (g) Any building or structure that is constructed in the future at the Property that will be inhabited shall be evaluated for the potential for vapor intrusion into such a building or structure prior to the building or structure being constructed; and additional remedial measures, as necessary, shall be performed to mitigate unacceptable risks associated with vapor intrusion into the building or structure based on then current conditions at the Property.

6. Notice of Limitations in Future Conveyances. Each instrument hereafter conveying any interest in the Property shall contain a notice of the activity and use limitations in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. Compliance Reporting. The then-current owner of the Property, without exception, shall submit to the Department, at the end of every January following the Department’s approval of this Environmental Covenant, written documentation stating the results of its inspection pursuant to Paragraph 5(d), including whether or not the activity and use limitations listed in Paragraph 5 are being abided by. In addition, within 21 days after a) written request by the Department or EPA, b) transfer of title of the Property or any part of the Property affected by this Environmental Covenant, c) 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 could affect contamination on any part of the

Property, the then-current owner will send a report to the Department and to the EPA. The report will state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

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

9. Recording and Notification of Recording. Within 30 days after the date of the Department's approval of this Environmental Covenant, the Trust shall file this Environmental Covenant with the Recorder of Deeds for Beaver County and send a file-stamped copy of this Environmental Covenant to the Department and the EPA within 90 days of the Department's approval of this Environmental Covenant. Within that time period, the Trust also shall send a file-stamped copy to each of the following: Beaver County and Potter Township at the following addresses:

Beaver County
Office of County Commissioners
810 Third Street
Beaver, PA 15009

Potter Township
Township Supervisors
206 Mowry Road
Monaca, PA 15061

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 then-current owner of the Property.

- (c) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), if the Trust no longer owns any portion of the Property, the Trust 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 then-current owner of the Property and (ii) the Department.

11. EPA.

- (a) Notification. The then-current owner of the Property shall provide 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 violation of this Environmental Covenant may be maintained by the EPA.

12. Department's and EPA's Addresses.

- (a) Communications with the Department regarding this Environmental Covenant shall be sent to: Environmental Cleanup and Brownfields Program Manager, Pennsylvania Department of Environmental Protection, Southwest Regional Office, 400 Waterfront Drive, Pittsburgh, PA 15222-4745.

(b) Communications with the EPA regarding this Environmental Covenant shall be sent to: Region III, RCRA - Office of Pennsylvania Remediation (3LC30), 1650 Arch Street, Philadelphia, PA 19103.

13. Trust Obligations. Nothing in this Environmental Covenant increases the scope of the Trust's obligations under the Environmental Custodial Trust Agreement dated March, 2010 and approved by the Bankruptcy Court for the Southern District of New York ("Trust Agreement") and in particular, nothing in this Environmental Covenant places any obligation on the Trust to spend money or take action not authorized under the Trust Agreement. The Trust shall expend funds related to this Environmental Covenant in a manner consistent with the Trust's obligations under the Trust Agreement, including but not limited to Article 2.5.3 and 3.1. Such obligations include, among other things, that the Trustee "shall not pay any expense that has not been provided for in the applicable budget and approved" by the Department, as stated in Article 3.1.

14. 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.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Lyondell Environmental Custodial Trust by and through Le Petomane XXIII, Inc., not individually but solely in its representative capacity as Trustee of the Lyondell Environmental Custodial Trust, has executed this Environmental Covenant this 13th day of NOVEMBER, 2014.

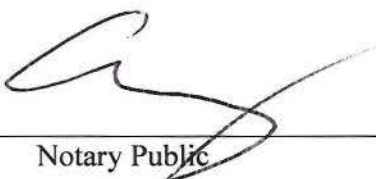
FOR LYONDELL ENVIRONMENTAL CUSTODIAL TRUST, by and through Le Petomane XXIII, Inc., not individually, but solely in its representative capacity as Trustee

Jay A. Steinberg, President and
Jay A. Steinberg, not individually, but solely
Jay A. Steinberg, not individually, but solely in his representative capacity as President of the Lyondell Environmental Custodial Trust Trustee

STATE OF IL)
) SS:
COUNTY OF Cook)

On this, the 13th day of NOVEMBER, 2014, before me, a Notary Public, the undersigned officer, personally appeared Jay A. Steinberg, not individually, but solely in his representative capacity as President of the Lyondell Environmental Custodial Trust Trustee, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



Notary Public



EXHIBIT "A"

Description of Beaver Valley Transferred Real Property

BEAVER COUNTY, PA LEGAL DESCRIPTION

PREMISES A:

ALL THAT CERTAIN piece of parcel of land with the buildings and improvements thereon erected Situate in Potter Township, Beaver County, Pennsylvania, bounded and described in accordance with a Land Title Survey of the 435.879 Acre Tract of Atlantic Richfield Company dated July 22, 1987 (the "Survey"), as prepared by Michael Baker, Jr., Inc., Consulting Engineers, Beaver, Pennsylvania as follows:

BEGINNING at a point PR Spike (Set) in the intersection of Pennsylvania State Highway Route 18 and Legislative Route 04101; thence with the centerline of L.R. 04101, South $73^{\circ} 55' 00''$ East, a distance of 267.63 feet to a point, RR-Spike (Set); thence, South $88^{\circ} 51' 30''$ East, a distance of 90.18 feet to a point, RR Spike (Set); thence, North $74^{\circ} 56' 30''$ East a distance of 152.67 feet to a point, RR Spike (Set); thence, North $88^{\circ} 27' 30''$ East, a distance of 126.26 feet to a point, RR Spike (Set), said point being a common corner to lands now or formerly of St. Joe Minerals Corporation ("St. Joe"); thence, leaving said centerline and with said lands of St. Joe, and running through four Iron Pins (Found); South $18^{\circ} 05' 00''$ West, a distance of 1,660.98 feet to a point, Iron Pin (Set); thence, with the same and running through three Iron Pins (Found), North $64^{\circ} 04' 30''$ West, a distance of 540.24 feet to a point, Iron Pin (Set); thence, with said lands of St. Joe, North $85^{\circ} 41' 00''$ West, a distance of 157.10 feet to a point, Iron Pin (Set); thence, North $89^{\circ} 02' 00''$ West, a distance of 195.50 feet to a point, Iron Pin (Set); thence, North $85^{\circ} 56' 00''$ West, a distance of 869.81 feet to a point, Iron Pin (Set); thence, South $67^{\circ} 58' 00''$ West, a distance of 421.74 feet to a point, Iron Pin (Set); thence, South $67^{\circ} 43' 00''$ West, a distance of 168.35 feet to a point, Iron Pin (Set); thence, South $74^{\circ} 28' 00''$ West, a distance of 714.45 feet to a point, Iron Pin (Set), said point being a common corner to lands now or formerly of Dravo Corporation ("Dravo"); thence, with said lands of Dravo, North $17^{\circ} 56' 00''$ West, a distance of 635.18 feet to a point, RR Spike (Set) in the centerline of said Route 18; thence, with the same and running through an Iron Pin (Set) at a distance of 1,500.00 feet North $17^{\circ} 56' 00''$ West, a total distance of 1,852.00 feet, to a point at the low water mark as determined and shown on plat of survey by the U.S. Corps of Engineers, dated March 27, 1941; thence, with said low water mark, North $52^{\circ} 00' 00''$ East, a distance of 2,405.06 feet to a point; thence, with the same, North $34^{\circ} 00' 00''$ East, a distance of 2,193.36 feet to a point; thence, with said low water mark, North $29^{\circ} 19' 30''$ East, a distance of 662.53 feet to a point; thence, leaving said low water mark, South $45^{\circ} 51' 45''$ East, a distance of 588.42 feet to a point; thence North $43^{\circ} 44' 15''$ East, a distance of 402.31 feet to a point, said point being a corner to lands now or formerly of St. Joe; thence, with said lands of St Joe, South $46^{\circ} 15' 45''$ East, a distance of 198.56 feet to a point, Iron Pin (Found) said point being a common corner to said lands of St. Joe; thence, with said lands of St. Joe, South $88^{\circ} 46' 15''$ East, a distance of 526.94 feet to a point, Iron Pin (Set); thence, with the same, South $85^{\circ} 54' 00''$ East, a distance of 774.16 feet to a point, Iron Pin (Found); thence, South $84^{\circ} 02' 30''$ East, a distance of 303.12 feet to a point, Iron Pin (Set); thence, North $87^{\circ} 26' 30''$ East, a distance of 369.94 feet to a point, Iron Pin (Found); thence, South $74^{\circ} 54' 37''$ East, a distance of 425.69 feet to a point, Iron Pin (Found) on the Northerly right-of-way line now or formerly of the Pittsburgh and Lake Erie Railroad Company; thence, with said right-of-way South $43^{\circ} 00' 30''$ West, a distance of 933.82 feet to a point, Iron Pin (Set); thence, with said right-of-way, South $38^{\circ} 05' 39''$ West, a distance of 995.61 feet to a point, Iron Pin (Set); thence, South $45^{\circ} 51' 45''$ East, a distance of 3.97 feet to point, Iron Pin (Set), said point being a common corner to lands now or formerly of the Pittsburgh and Lake Erie Railroad Company; thence, with lands of said railroad, South $43^{\circ} 00' 00''$ West a distance of 290.50 feet to a point, Iron Pin (Set); thence, with the same, by a curve to the right having a radius of 508.34 feet, an arc length of 249.44 feet and a chord of South $28^{\circ} 56' 49.3''$ West a distance of 246.94 feet to a point, Iron Pin (Set); thence, with the same, South $45^{\circ} 59' 45''$ East, a distance of 39.56 feet to a point, RR Spike (Set) in the centerline of said Route 18; thence, with said centerline of Route 18 South $43^{\circ} 30' 00''$ West, a distance of 1,062.86 feet to a point, PK Nail (Set); thence, with said centerline of Route 18 South $43^{\circ} 31' 00''$ West, a distance of 390.50 feet to a point, PK Nail (Set); thence, with said centerline of Route 18, South $35^{\circ} 46' 44''$ West, a distance of 136.30 feet to a point, RR Spike (Set); thence, with the same, South $28^{\circ} 39' 30''$ West, a distance of 184.17 feet to a point, RR Spike (Set); thence, with the same, South $22^{\circ} 48' 40''$ West, a distance of 718.37 feet to a point, X-cut in concrete; thence, with the same, South $26^{\circ} 58' 30''$ West, 189.46 feet to the point or place of beginning.

EXCEPTING THEREOUT AND THEREFROM all that certain 225 square feet piece or parcel of land which The County of Beaver, by Deed dated January 2, 1964 and recorded in the Beaver County Recorder of Deeds Office in Deed Book 846 Page 415, granted and conveyed unto St. Joseph Lead Company, a New York corporation, as more fully described therein as Tract 9 on page 418 thereof.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain piece or parcel of land which ARCO Polymers, Inc, by Deed dated June 17, 1980 and recorded in the Beaver County Recorder of Deeds Office in Deed Book 1147, Page 880, granted and conveyed unto Polymer, Incorporated, as follows to wit:

BEGINNING at a point on the centerline of Monaca Road (PA T.T. 18) where the same is intersected by the easterly line of lands N/F of ARCO Polymers, Inc.; thence by said easterly line N. 45° 51' 45" W, 241.00' to a point, said point being the true point of beginning for the parcel herein described; thence along lands N/F of ARCO Polymers, Inc., S 43° 13' 31" W, 174.47' to a point on the westerly line of a right-of-way N/F Pendel Corporation; thence by said right of way in a southwest direction, by a curve to the right, having a radius of 468.34' and an arc length of 407.95'; thence continuing by said right-of-way, S 43° 00' 15" W, 188.58' to a point; thence along lands N/F of ARCO Polymers, Inc., the following four (4) courses and distances: N 46° 43' 37" W, 733.78 feet; N 16° 04' 03" E, 575.32 feet; N 44° 08' 15" E, 221.32 feet; S 45° 51' 45" E, 824.13 feet to the place of beginning.

Said parcel containing an area of 607,322.83 square feet, or 13.94 acres, as shown on Michael Baker, Jr., Inc. drawing number 2-10-4736 A dated February 22, 1980.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain real property which Atlantic Richfield Company, by Deed dated September 17, 1985 and recorded in the Beaver County Recorder of Deeds Office in Deed Book 1251, Page 744 granted and conveyed unto BV Partners, a Pennsylvania general partnership.

TOGETHER WITH certain easements as reserved unto ARCO Polymers, Inc., a Pennsylvania corporation, its successors and assigns, in Deed dated June 17, 1980 and recorded in Deed Book 1147, Page 880, as are more particularly set forth on Pages 884 and 885 thereof.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain real property which ARCO Chemical Company, by Deed dated June 28, 1988 and recorded in the Beaver County Recorder of Deeds Office in Deed Book 1342, Page 684 granted and conveyed unto Polysar Incorporated, an Ohio corporation.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain real property which ARCO Chemical Company, by Deed dated October 15, 1990 and recorded in the Beaver County Recorder of Deeds Office in Deed Book 1421, Page 40 granted and conveyed unto BASF Corporation, a Delaware corporation.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain real property which ARCO Chemical Company, by Deed dated September 30, 1996 and recorded in the Beaver County Recorder of Deeds Office in Deed Book 1729, Page 765 granted and conveyed unto Nova Chemicals, Inc.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain real property which ARCO Chemical Company, by Deed dated November 21, 1997 and recorded in the Beaver County Recorder of Deeds Office in Deed Book 1797, Page 492 granted and conveyed unto Nova Chemicals, Inc.

PREMISES B:

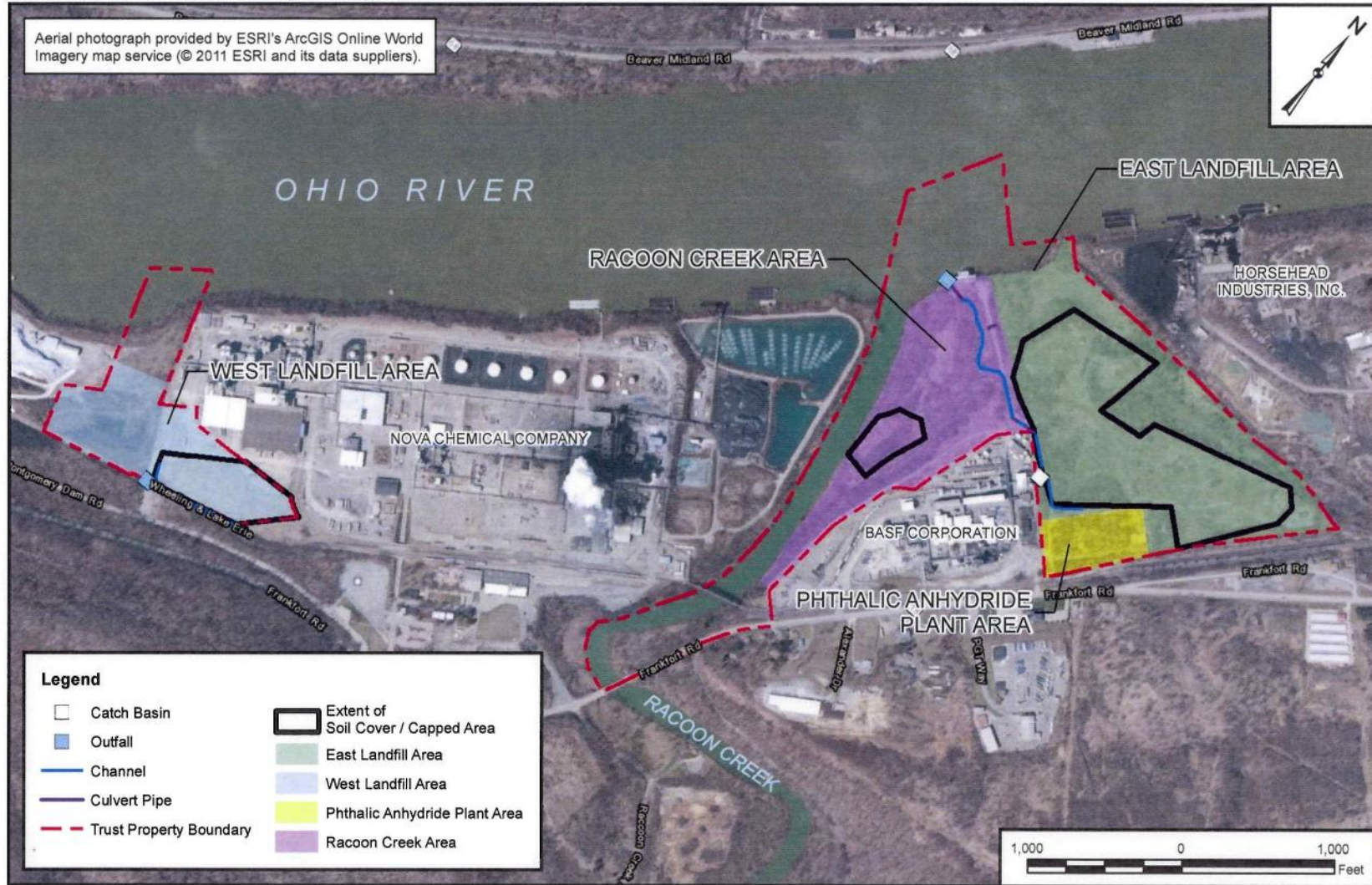
ALL THAT certain tract or parcel of land situate in the Township of Potter (formerly Raccoon), Beaver County, Pennsylvania, bounded and described as follows:

BEGINNING at a point at the centerline of the Pittsburgh and Lake Erie Railroad and the westerly property line of Arco Chemical; thence along the centerline of said railroad S 76°30'44" W a distance of 642.96 feet to a point; thence through property which this is a part the following courses and distances: N 10°15'00" W a distance of 326.04 feet to a point; thence N 57°55'10" E a distance of 262.25 feet to a point; thence N 18°15'00" W a distance of 867.68 feet to a point on the Ohio River; thence along the Ohio River N 52°00'00" E a distance of 404.54 feet to a point on the Westerly line of Arco chemical; thence along said Arco Chemical line S 18°15'00" E a distance of 1184.09 feet to point the place of beginning.

BEING Tax Parcel 73-172-0199.000, 73-172-0199,006, 73-172-0200.001, 73-172-0197.001, 73-172-0200.000

BEING AS TO PREMISES A, PART OF the same premises which Atlantic Richfield Company, a Delaware corporation, by Deed dated 08/28/1987 and recorded 10/05/1987 in Beaver County at Deed Book Volume 1316, Page 298, granted and conveyed unto ARCO Chemical Company, a Delaware corporation, in fee.

AND BEING AS TO PREMISES B the same premises which Dravo Basic Materials Company, Inc., an Alabama corporation, by Deed dated 12/26/1990 and recorded 03/01/1991 in Beaver County at Deed Book Volume 1432, Page 687, granted and conveyed unto ARCO Chemical Company, a Delaware corporation, in fee.

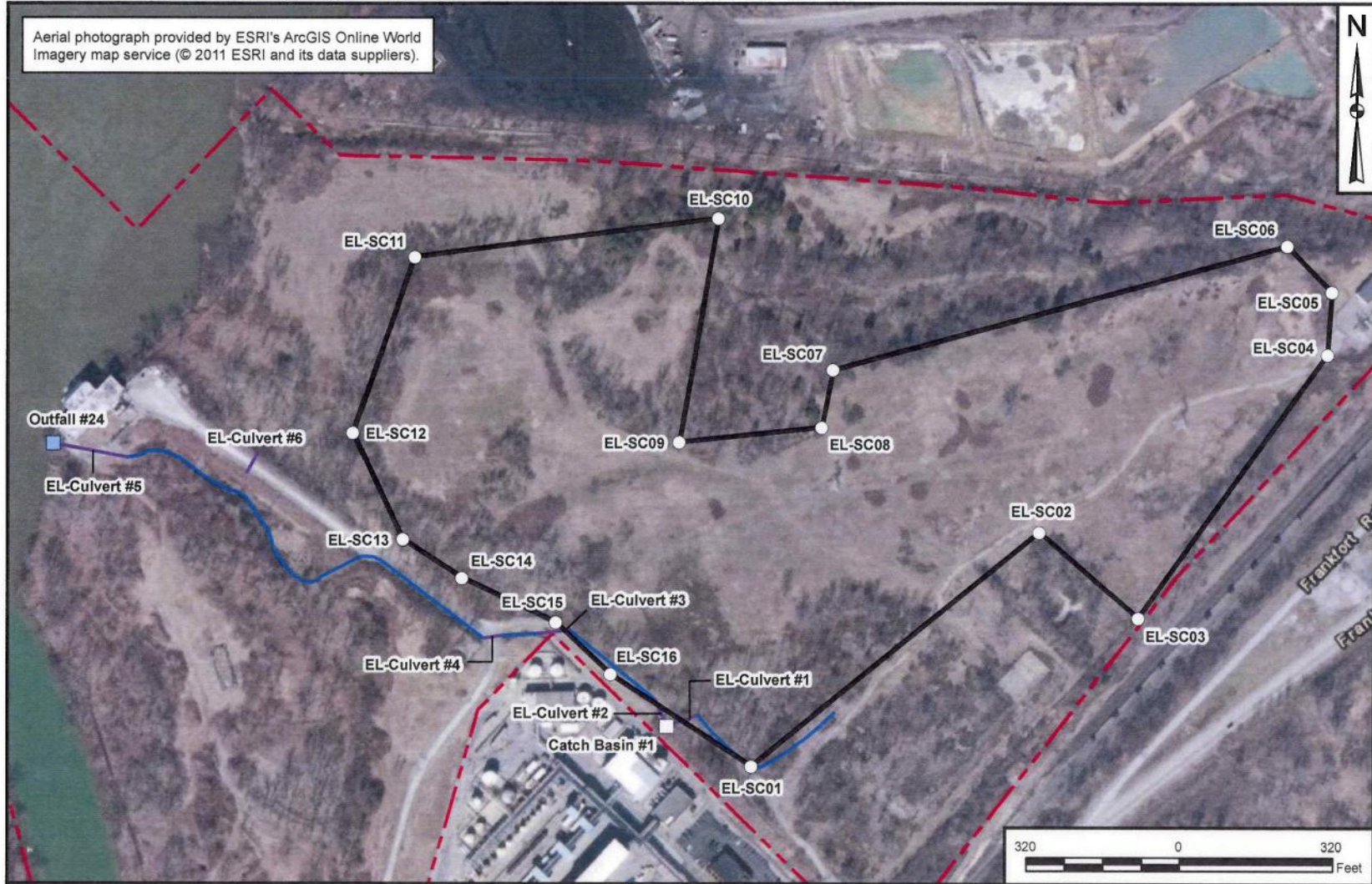


LYONDELL TRUST PROPERTY
 GENERAL SITE LAYOUT
 BEAVER VALLEY, PENNSYLVANIA

DRAWN BY: J. ENGLISH 11/14/14
 CHECKED BY: J. AGLIO 11/14/14
 APPROVED BY: K. HENN 11/14/14
 CONTRACT NUMBER: 112IC06332

FIGURE NUMBER	1	REV	0
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Aerial photograph provided by ESRI's ArcGIS Online World Imagery map service (© 2011 ESRI and its data suppliers).



TETRA TECH

LYONDELL TRUST PROPERTY
EAST LANDFILL AREA
BEAVER VALLEY, PENNSYLVANIA

DRAWN BY: J. ENGLISH 11/14/14
CHECKED BY: J. AGLIO 11/14/14
APPROVED BY: K. HENN 11/14/14

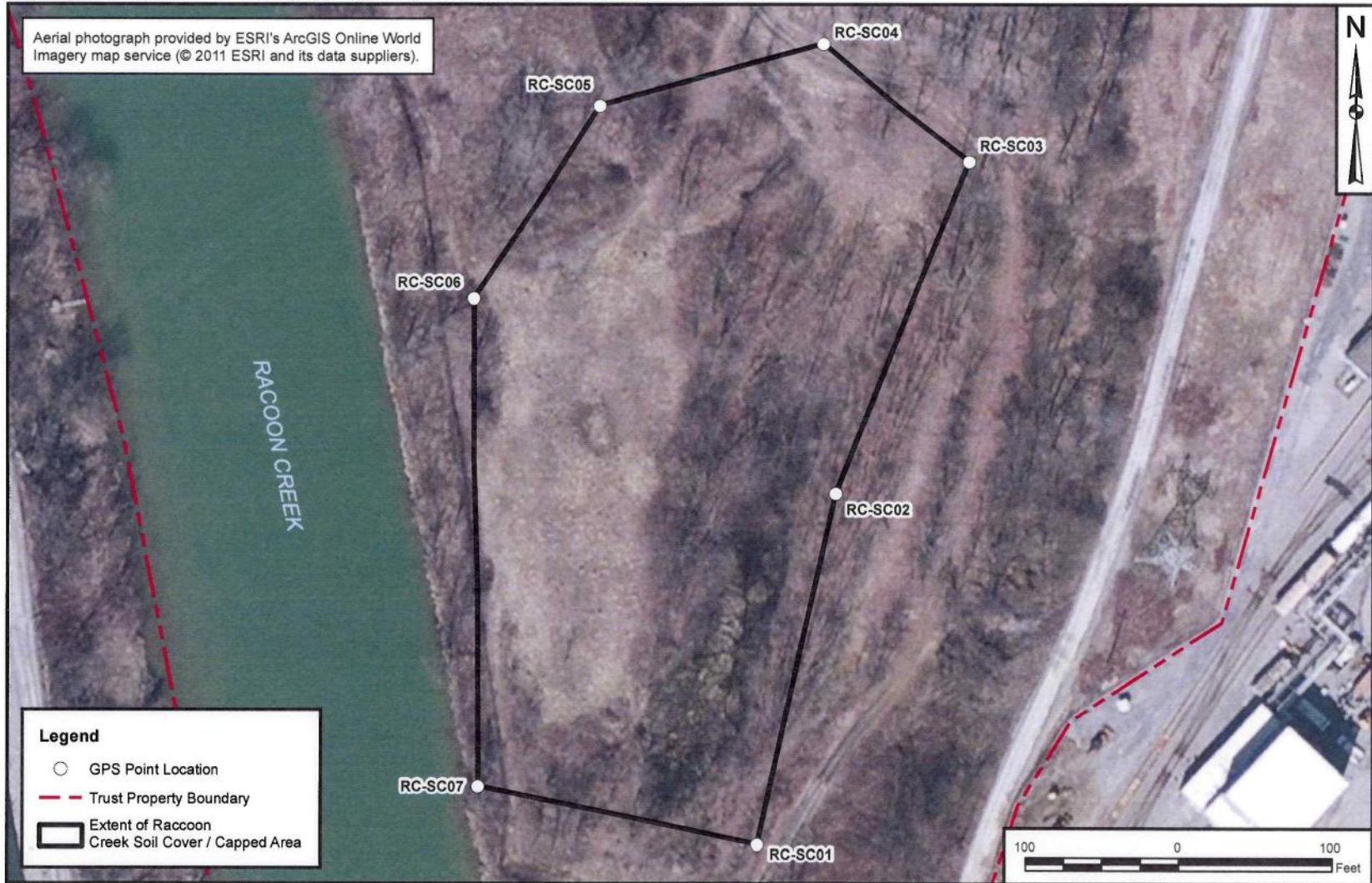
CONTRACT NUMBER: 112IC06332

FIGURE NUMBER

2

REV

0



LYONDELL TRUST PROPERTY
RACCOON CREEK AREA
BEAVER VALLEY, PENNSYLVANIA

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APPROVED BY: K. HENN 11/14/14
CONTRACT NUMBER: 112IC06332

FIGURE NUMBER	3	REV	0
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LYONDELL TRUST PROPERTY
 WEST LANDFILL AREA
 BEAVER VALLEY, PENNSYLVANIA

DRAWN BY: J. ENGLISH 11/14/14
 CHECKED BY: J. AGLIO 11/14/14
 APPROVED BY: K. HENN 11/14/14
 CONTRACT NUMBER: 112IC06332

FIGURE NUMBER	4	REV	0
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LYONDELL TRUST PROPERTY
PHTHALIC ANHYDRIDE PLANT AREA
BEAVER VALLEY, PENNSYLVANIA

DRAWN BY: J. ENGLISH 11/14/14
CHECKED BY: J. AGLIO 11/14/14
APPROVED BY: K. HENN 11/14/14
CONTRACT NUMBER: 112IC06332

FIGURE NUMBER

5

REV

0

Table 1
East Landfill Soil Cover/Capped Area Coordinates
Former Lyondell Trust - Beaver Valley

Point Name	Longitude	Latitude
EL-SC01	40.662094	-80.345208
EL-SC02	40.663478	-80.343101
EL-SC03	40.663006	-80.342342
EL-SC04	40.664538	-80.340977
EL-SC05	40.664892	-80.340959
EL-SC06	40.665146	-80.341304
EL-SC07	40.664367	-80.344683
EL-SC08	40.664037	-80.344755
EL-SC09	40.663927	-80.345829
EL-SC10	40.665207	-80.345583
EL-SC11	40.664935	-80.347851
EL-SC12	40.663926	-80.348276
EL-SC13	40.663328	-80.347878
EL-SC14	40.663117	-80.347421
EL-SC15	40.662881	-80.346711
EL-SC16	40.662594	-80.346290

Table 2
Raccoon Creek Soil Cover/Capped Area Coordinates
Former Lyondell Trust - Beaver Valley

Point Name	Longitude	Latitude
RC-SC01	40.660243	-80.348918
RC-SC02	40.660872	-80.348760
RC-SC03	40.661469	-80.348471
RC-SC04	40.661672	-80.348821
RC-SC05	40.661549	-80.349343
RC-SC06	40.661199	-80.349624
RC-SC07	40.660332	-80.349579

Table 3
West Landfill Soil Cover/Capped Area Coordinates
Former Lyondell Trust - Beaver Valley

Point Name	Longitude	Latitude
WF-SC01	40.651685	-80.361273
WF-SC02	40.652143	-80.359158
WF-SC03	40.652967	-80.358177
WF-SC04	40.653038	-80.358419
WF-SC05	40.653144	-80.358619
WF-SC06	40.653073	-80.359982
WF-SC07	40.652214	-80.361585

Table 4
Phthalic Anhydride Area Coordinates
Former LyondellTrust - Beaver Valley

Point Name	Longitude	Latitude
PA-01	40.661734	-80.345182
PA-02	40.663137	-80.343598
PA-03	40.662550	-80.342727
PA-04	40.661045	-80.344186



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

Jamie Joethe Beall

This Document Recorded
12/05/2014
12:30:13 PM
Instrument: ENVR

Instr #: 3493891
Receipt #: 2014843436
Rec Fee: \$56.50
Beaver County, Recorder of Deeds