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Sean Murphy, Esquire
340 North Lansdowne Avenue
Lansdowne, PA 19050

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The County Parcel Identification No. of the Property is: 884255030
GRANTOR: 7430 State Road LLC
PROPERTY ADDRESS: 7430 State Road, Philadelphia PA 19136

ENVIRONMENTAL COVENANT

This Environmental Covenant dated August 09, 2021 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 United States Environmental Protection Agency (EPA).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Philadelphia, Philadelphia County.

The latitude and longitude of the center of the Property is: 40.02870/-75.02800.
The Property has been known by the following name(s): Lawrence McFadden Company

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.** ZALZMAN PROPERTIES, LLC is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is: 7430 State Road, Philadelphia, PA 19136.

4. **Description of Contamination and Remedy.**

The Property is located at 7430 State Road, Philadelphia, Pennsylvania 19136. It occupies approximately 1.7 acres bounded by State Road to the southeast, railroad tracks to the northwest, and commercial properties to the northeast and southwest. Dense residential development is located to the northwest, with the nearest residences approximately 750 feet upgradient of the Property. The Delaware River is approximately ½ mile south of the Property.

Environmental investigations conducted at the Property in the 1990s and 2010 identified toluene, ethylbenzene, and xylenes as the primary contaminants in groundwater. Groundwater contamination is primarily located within an approximately 12,000-square-foot area along the northern/rear end of the Property, which had been previously associated with materials handling, loading/unloading, and a former aboveground storage tank farm.

In November 2010, EPA conducted an Environmental Indicator (EI) Inspection at the Property. The EI Inspection Report, dated July 2012, concluded that (i) exposures to groundwater were not likely due to the current use of the Property, (ii) no exposure controls were known to have been implemented to address contaminated soil at the Property, and (iii) the vapor intrusion pathway could not be adequately evaluated due to a lack of relevant data and the concentrations of volatile organic compounds (VOCs) in soil and groundwater from the 2010 Phase II Report.

Based upon the high levels of VOCs in groundwater and the conclusions of the 2012 EI Inspection Report, EPA determined that a vapor intrusion investigation of the Property was necessary to ascertain whether VOCs were present in soil gas beneath the Property or indoor air within the main building at levels that could present a potentially unacceptable risk to occupants.

In June 2015 and January 2016, EPA performed two rounds of indoor air, ambient air, and sub-slab sampling within four areas of the main building which identified elevated levels of benzene, ethylbenzene, naphthalene, and trimethylbenzenes as primary contaminants in indoor air within the main office area. Concentrations of ethyl benzene and trimethylbenzene were also found to be elevated in one of the sub-slab samples under the building in this area.

In 2016 a two-port vapor mitigation system was installed within the main office building at the Property to mitigate contaminated indoor air. In May 2017, EPA determined that human exposures to vapor intrusion at the Property were under control. However, groundwater beneath the loading dock area on the northern side of the Property contains sufficient concentrations of VOCs to continue to pose a risk of vapor intrusion into buildings located in these areas.

Additionally, in 2016 four permanent monitoring wells were installed, one located in the center of the Property and three along the northwestern and southeastern edges of the Property. Quarterly groundwater sampling was initiated immediately thereafter. Results from the first three quarters did not show any exceedances of VOCs in the three wells downgradient of the main area of impact which is located beneath the Hazardous Waste Loading Dock (the Impacted Area) on the northern side of the Property. Monitoring well MW-1, which is located within the Impacted Area, contained light non-aqueous phase liquid (LNAPL) floating on top of the groundwater surface during each of the three monitoring events. Based on these sampling events and the investigation of the extent of the contaminated area from the 2010 Phase II investigation, the remaining groundwater contamination was localized and stable. Also, natural attenuation processes (primarily volatilization and aerobic biodegradation by microorganisms) are expected to decrease the extent and concentration of contamination within the contaminated area within a reasonable timeframe. Consequently, in September 2017, EPA determined that the migration of contaminated groundwater beneath the Property was under control.

Pursuant to the Solid Waste Disposal Act, as amended by Resource, Conservation and Recovery Act RCRA, and the Hazardous and Solid Waste Amendments (HSWA) of 1984, 42 U.S.C. §§ 6901 to 6992k, on January 6, 2020, EPA issued a Final Decision and Response to Comments (FDRTC) in which it selected a Final Remedy for the Property.

EPA's Final Remedy for the Property includes the implementation of activity and use limitations and compliance with an EPA-approved Post-Remediation Care Plan (PRCP). The activity and

use limitations required by the Final Remedy are set forth in Section 5, below. The administrative record pertaining to the FDRTC is located at the locations listed below:

US EPA Region III
1650 Arch Street
Philadelphia PA 19103

The Administrative Record pertaining to environmental conditions at the Property and all information considered by EPA in connection with the Final Remedy will be available at the CERCLA Records Center at the EPA Region 3 office located at 1650 Arch Street in Philadelphia until October 31, 2021, but located at 4 Penn Center, Philadelphia, Pennsylvania after October 31, 2021.

The administrative record is also available online at:

<https://www.epa.gov/hwcorrectiveactionsites/hazardous-waste-cleanup-lawrence-mcfadden-company-philadelphia-pennsylvania>.

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

- a. The Property shall be restricted to commercial and/or industrial purposes and shall not be used for residential purposes unless it is demonstrated to EPA that (i) such use will not pose a threat to human health or the environment or adversely affect or interfere with the final remedy selected by EPA and (ii) EPA provides prior written approval for such use.
- b. Groundwater shall not be used for any purpose – including, but not limited to, use as a potable water source – other than to conduct the operation, maintenance, and monitoring activities required by EPA unless it is demonstrated to EPA that (i) such use will not pose a threat to human health or the environment or adversely affect or interfere with the final remedy selected by EPA and (ii) EPA provides prior written approval for such use.
- c. No person may construct or expand any building within the Impacted Area as depicted on Exhibit B unless (i) additional sampling and/or vapor intrusion modeling is submitted to EPA demonstrating to the satisfaction of EPA that the occupation of such buildings will not result in an unacceptable risk of subsurface vapor exposure to occupants of such buildings and EPA provides prior written approval for such use, or (ii) engineering measures (such as vapor barriers or venting systems) or other actions are implemented to limit or prevent vapor intrusion into occupied areas so as to avoid an unacceptable risk of soil vapor exposure to occupants of such buildings and EPA provides prior written approval for such use.
- d. Development and compliance with an EPA-approved Post-Remediation Care Plan that will include a soil management plan detailing work procedures and personal protective equipment requirements for any intrusive operations conducted within the Impacted Area as depicted on Exhibit B.

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 January following EPA's approval of this Environmental Covenant, the then current owner of the Property shall submit to EPA and the Department, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after a) written request by EPA or the Department, b) transfer of title of the Property or of 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 shall send a report to EPA and the Department. The report shall 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 EPA and the Department.** In addition to any rights already possessed by EPA and the Department, this Environmental Covenant grants to EPA and the Department 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 30 days after the date that EPA approves this Environmental Covenant, the Grantor 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 EPA within 90 days of EPA's approval of this Environmental Covenant. Within 90 days after this Environmental Covenant has been filed with the Recorder of Deeds for each County in which the Property is located, the Grantor shall send a file-stamped copy to each of the following: Philadelphia County and the Department.

10. **Termination or Modification.** This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. § 6509 or 6510. The then current owner of the Property shall provide EPA written notice of the pendency of any proceeding that could lead to a foreclosure, as referred to in 27 Pa. C.S. § 6509(a)(4), within seven (7) calendar days of the owner's receiving notice of the pendency of such proceeding.

11. **EPA and the Department.**

(a) **Notification.** The then current owner shall provide the Department 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 Department or by the Attorney General of the United States, on behalf of EPA. In addition, the Department and EPA reserve their regulatory authorities under any law to enforce the activity and use limitations described in Paragraph 5, above.

12. **EPA and the Department addresses.**

Communications with EPA:

A file-stamped copy of this Environmental Covenant shall be sent to:

US EPA Region III
1650 Arch Street
Philadelphia, PA 19103

Subsequent submissions required by this Environmental Covenant shall be sent to the Region 3 RCRA Corrective Action digital repository for institutional control and reporting documents. The documents shall reference the RCRA Property name and RCRA ID Number. The documents shall be submitted to:

R3_RCRAPOSTREM@epa.gov

Communications with the Department regarding this Environmental Covenant shall be sent to:

PA Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown PA 19401

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.

ACKNOWLEDGMENTS

ZALZMAN PROPERTIES, LLC, Grantor

Date: 9/24/2021

By: 
Name: Stephanie Zalzman
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)

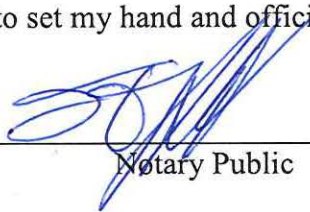
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COUNTY OF PHILADELPHIA) SS:

On this 24 day of Sept, 2021, before me, the undersigned officer, personally appeared Stephanie Zalzman who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

* VICE PRESIDENT ZALZMAN PROPERTIES, LLC


In witness whereof, I hereunto set my hand and official seal.



Notary Public

Date: ZALZMAN PROPERTIES, LLC, Grantee

9/24/2021

By: 
Name: Yuri Zalzman
Title: President

Commonwealth of Pennsylvania - Notary Seal
Steven J. Gilber, Notary Public
Philadelphia County
My commission expires June 17, 2024
Commission number 1058450
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)

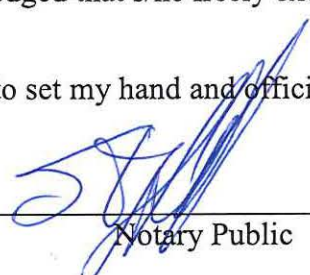
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COUNTY OF PHILADELPHIA) SS:

On this 24 day of Sept, 2021, before me, the undersigned officer, personally appeared Yuri Zalzman who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

* PRESIDENT ZALZMAN PROPERTIES, LLC

In witness whereof, I hereunto set my hand and official seal.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Steven J. Gilber, Notary Public
Philadelphia County
My commission expires June 17, 2024
Commission number 1058450
Member, Pennsylvania Association of Notaries

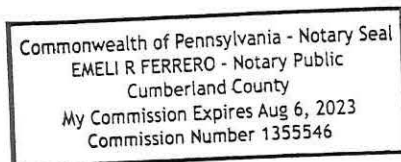
Date: August 20, 2021

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CUMBERLAND) SS:

On this 20 day of AUGUST, 2021, before me, the undersigned officer, personally appeared Dana Aunkst, who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he freely executed the same for the purposes therein contained.

* DIRECTOR, LAND CHEMICALS + REDEVELOPMENT DIVISION UNITED STATES E.P.A REGION III

In witness whereof, I hereunto set my hand and official seal.



Notary Public

Exhibit A

Street Address: 7430 State Road, Philadelphia, PA 19136

PREMISES A

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Forty-first Ward of the City of Philadelphia, bounded and described as follows, to wit:

BEGINNING at a point on the Northwestern side of State Road, (now Tacony Street (Fifty feet wide), which point is at the intersection of the said Northwestern side of State Road, (now Tacony Street), with the Southwesterly side of Shelmire Street, (Dedicated forty-three feet, six inches); thence extending South Fifty-five degrees, fifty-five minutes, thirty-six seconds, West along the Northwestern side of State Road, (now Tacony Street), at the distance of One hundred eighty-six feet, eleven and three-eighths inches, to a point; thence extending North, thirty-four degrees, four minutes, twenty-four seconds, West a distance of Five hundred seventy-one feet, two and one-quarter inches, to a point in the Southeast Right of Way of The Philadelphia and Trenton Railroad, which line is at the distance of Fifty feet, Southeast of the curved line of the Philadelphia and Trenton Railroad; thence extending North fifty-two degrees, fifty minutes, twenty-three seconds, East along the Southeast side of the Right of Way line of the Philadelphia and Trenton Railroad, One hundred ninety-one feet, three and one-quarter inches, to a point in the Southwesterly side of Shelmire Street, (Dedicated forty-three feet, six inches), thence extending South thirty-three degrees, forty minutes, twenty-seven seconds, East, Five hundred eighty-one feet, six inches, to point and place of beginning –

CONTAINING Two and one-half Acres of land

TOGETHER with the free and common use, right, liberty and privilege of the said alley or driveway at all times hereafter forever, in common with the owners, tenants and occupiers of the other lots of ground bounding thereon and entitled to the use thereof.

EXCEPTING THEREFROM AND THEREOUT THE FOLLOWING DESCRIBED:

ALL THAT CERTAIN piece or parcel of land SITUATE in the 41st Ward, in the City of Philadelphia and Commonwealth of Pennsylvania, bounded and described as follows viz:

BEGINNING at a point in a Southeasterly line of land of The Philadelphia and Trenton Rail Road Company at a corner of land now or formerly of the H.H.Barton Sr., Holding Company and at the distance of fifty feet measured southeastwardly and at right angles from a point in the line established as the center line of railroad of the Philadelphia and Trenton Railroad Company known as the Philadelphia Terminal Division;

EXTENDING from said beginning point the following four courses and distances (1) North fifty-two degrees fifty minutes twenty-three seconds East by land of the Philadelphia and Trenton Railroad Company, on a line parallel with and distant fifty feet measured Southeastwardly and at right angles from said center line of railroad, crossing the Southwesterly line of Shelmire Street, eighty feet wide, as shown on the City plan but not physically opened,

one hundred ninety-one feet three inches and one-quarter of an inch to a point in the extension Northwestwardly of the Southwesterly line of the parcel of land conveyed by J. H. Chadwick and Company to the City of Philadelphia by deed of dedication bearing the date of April 30, 1926 and recorded among the land records of Philadelphia County in book J.M.H. No. 2391, page 74; (2) South thirty-three degrees forty minutes twenty-seven seconds East, along said extension of the Southwesterly line of said last mentioned land, by land of the Philadelphia and Trenton Rail Road Company and along said Southwesterly line of land conveyed by J. H. Chadwick and Company to the City of Philadelphia by deed of dedication bearing date of April 30, 1926, within the lines of Shelmire Street, eighty feet wide as shown on the City Plan, one hundred forty feet two inches and three-quarters of an inch to a point, distant four hundred forty-one feet three inches and one-quarter of an inch measured North thirty-three degrees forty minutes twenty-seven seconds West, along said Southwesterly line of said land conveyed by J. H. Chadwick and Company to the City of Philadelphia by deed of dedication bearing date of April 30, 1926, within the lines of Shelmire Street, eighty feet wide, as shown on the City Plan but not physically opened, from a point in the Northwesterly line of State road, fifty feet wide, both legally and physically opened; (3) South thirty-eight degrees, thirty-two minutes four seconds West, by land of the Lawrence McFadden Company, recrossing said Southwesterly line of Shelmire Street, eighty feet wide, as shown on the City Plan but not physically opened, one hundred ninety-nine feet one inch and one-half of an inch to a point in the Northeasterly line of said land now or formerly of The H. H. Barton, Sr. Holding Company, said last mentioned point being at the distance of three hundred eighty-one feet nine inches measured North thirty-four degrees four minutes twenty-four seconds West, along the line dividing land of the Lawrence McFadden Company on the Northeast from land now or formerly of the H.H.Barton, Sr. Holding Company on the Southwest, from a point in said Northwesterly line of State Road, fifty feet wide, both legally and physically opened; said last mentioned point being at the distance of one hundred eighty-six feet eleven inches and three-eighths of an inch measured South fifty-five degrees fifty-five minutes thirty-six seconds West, along said Northwesterly line of State Road, fifty feet wide, from the point of meeting with said Southwesterly line of the parcel of land conveyed by J. H. Chadwick and Company to the City of Philadelphia by deed of dedication bearing date of April 30th, 1926; and thence (4) North thirty-four degrees four minutes Twenty-four seconds West, by said land now or formerly of the H. H. Barton Sr., Holding Company, one hundred eighty-nine feet five inches and one-quarter of an inch to the place of beginning.

CONTAINING thirty-one thousand three hundred eighty-five square feet, more or less.

ALSO TOGETHER with all right, title and interest in and to that portion of Shelmire Street as the same bounds and abuts the premises hereinbefore described;

ALSO TOGETHER with all right, title and interest in and to that portion of a certain twelve feed wide alley or driveway extending northwest and southeast across the premises hereinbefore described;

AND ALSO TOGETHER with all right, title and interest in and to a certain side track (known on the Keystone Siding), extending across the northwest portion of the premises hereinbefore

described as referred to in deed dated July 16, 1937, from the H.H. Barton Sr., Holding Company to Thomas Bruce Beck and recorded as aforesaid in Deed Book D.W.H. No 385 page 481.

PREMISES B

ALL THAT TRIANGULAR SHAPED parcel of land, with the buildings and improvements thereon erected situate in the 41st Ward, in the City of Philadelphia and Commonwealth of Pennsylvania, bounded and described according to a plan of survey made by John J. McKeough, Jr. Surveyor and Regulator of the 1st District dated 08/30/1965 as follows, viz:

Beginning at a point where the Northwesterly line of land of the Lawrence-McFadden Company meets the Southwesterly line of Shelmire Ave. (80' wide as shown on City Plan, but not Physically open) distant 414 feet 7/8 inches measured North 33 degrees 59 minutes 45 seconds West, along said Southwesterly line from the Northwesterly line of State Road (80 feet wide);

Extending from said beginning point the following four courses and distances: (1) South 38 degrees 32 minutes 04 seconds West, along said Northwesterly line of land of the Lawrence-McFadden Company, 158 feet 3 and 1/8 inches to the easternmost corner of the parcel of land containing 0.775 of an acre, more or less which has been conveyed by the Philadelphia and Trenton Railroad Company to All American Metal Products Co., Inc. by deed dated August 4th 1961; (2) North 34 degrees 04 minutes 24 seconds west, partly by said last mentioned parcel of land and partly by remaining land of said Railroad Company 49 feet 10 and 3/4 inches (3) North 53 degrees 01 minute 38 seconds east, by remaining lands of said Railroad Company, crossing said Southwesterly line of Shelmire Avenue (80 feet wide as shown on City Plan, but not Physically open) 190 feet 3 and 1/4 inches to a point in the Southwesterly line of the parcel of land conveyed by J.H. Chadwick and Company to the City of Philadelphia by deed of dedication bearing date of April 30th, 1926; and recorded among the land records of Philadelphia County in Book J.M.H., Number 2391 page 74 and (4) South 38 degrees 32 minutes 04 seconds west, by land of the said Lawrence-McFadden Company 40 feet 10 and 3/8 inches to the place of beginning.

Containing 4,741 square feet more or less.

Premises A

Being as to part, a part of the same premises which Tomas Bruce Beck singleman by Deed dated 7/27/1937 and recorded 7/28/1937 in Philadelphia County in Deed Book DWH 390 Page 149 conveyed unto The Lawrence-McFadden Company, in fee.

Premises B

And being as to the remaining part of the same premises which The Philadelphia and Trenton Rail Road Company, a PA. Corporation, by Deed dated 4/20/1966 and recorded 5/13/1966 in Philadelphia County in Deed Book CAD 717 Page 174 conveyed unto The Lawrence-McFadden Company, in fee.

And by order of the Bankruptcy Court for the Eastern District of Pennsylvania for Case No. 09-11386, The Lawrence McFadden Company was authorized to sell the property to the buyer.

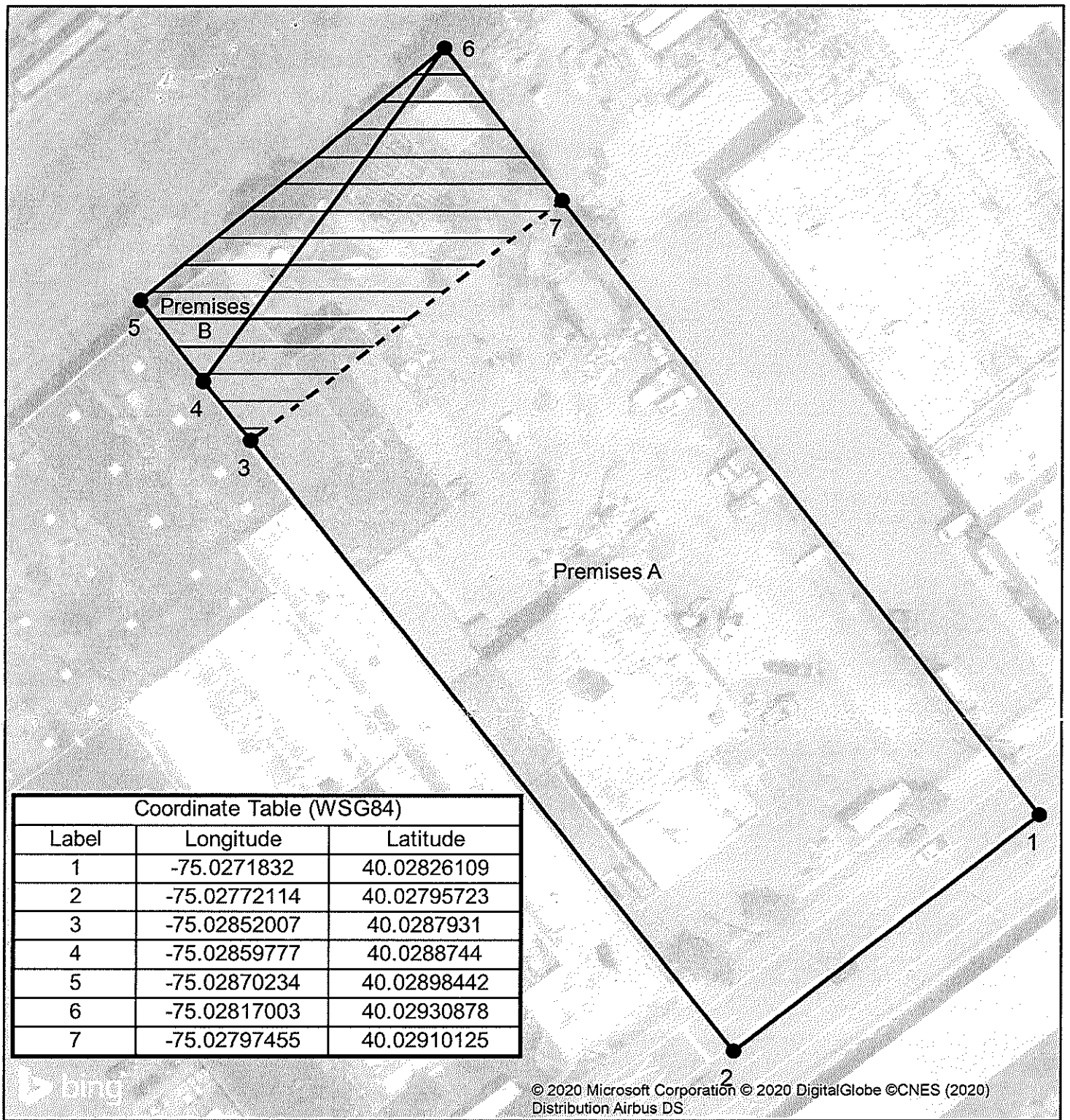




Exhibit B
Lawrence McFadden Company
7430 State Road
Philadelphia, PA
EPA ID# PAD002279008

 Parcel Boundaries
 Impacted Area

