GRANTOR:

Koppers Inc.

PROPERTY ADDRESS:

50 Koppers Lane, Montgomery, PA 17752

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 described in this document. As indicated later in this document, this Environmental Covenant has been approved by the United States Environmental Protection Agency ("EPA").

1. <u>Property Affected</u>. The property affected ("Property") by this Environmental Covenant is located in Montgomery Borough, Lycoming County.

The postal street address of the Property is: 50 Koppers Lane, Montgomery, PA 17752.

The mailing address of the Property is: 50 Koppers Lane, Montgomery, PA 17752.

The County Parcel Identification No. of the Property is: 7-392-118.A.

The latitude and longitude of the approximate center of the irregularly shaped Property affected by this Environmental Covenant is: Latitude N 41° 11′ 17.08″, Longitude W 76° 42′ 40.12″.

A description of the Property, based on two deeds (including one for an outparcel), is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B.

- 2. <u>Property Owner/Grantor</u>. Koppers Inc. is the owner ("Owner") of the Property. The mailing address of the Owner is Koppers Inc., 436 Seventh Avenue, Pittsburgh, PA 15219-1800.
- 3. <u>Holder/Grantee</u>. Beazer East, Inc., 1910 Cochran Rd, Manor Oak One, Suite 200, Pittsburgh, PA 15220, is a "holder" of this Environmental Covenant, as that term is defined in 27 Pa. C.S. §6501.
- 4. <u>Description of Contamination and Remedy</u>. In 1971, Koppers Company, Inc., now known as Beazer East, Inc., constructed, and soon thereafter began operation of, a facility to pressure-treat railroad ties, bridge timbers, switch ties, and crossing panels on the Property (the "Facility"). Numerous environmental assessments, investigations, and remedial activities have been conducted at the Facility since the 1980s. These investigations and remedial activities have been conducted in cooperation with both the EPA and the Pennsylvania Department of Environmental Protection ("Department"). In December 1988, the Facility and Property were acquired by Koppers Industries, Inc. (now Koppers Inc.).

Environmental conditions at the Facility were first assessed by the EPA in August of 1986 via a RCRA Facility Assessment ("RFA"). As a result of the RFA, eight Solid Waste Management Units ("SWMUs") were identified. In 2003, as part of the EPA's Environmental Indicator ("El") program, the list of SWMUs at the Facility was expanded to include an additional area of concern ("AOC") and certain SWMUs were combined. Due to the fact that between 1986 and 2003 several of the SWMUs were excavated and removed, several of the original SWMUs were renamed. The nine SWMUs/AOCs are as follows:

- A. Former Container Storage Area;
- B. Former Surface Impoundments;
- C. Extended Aeration Basin;
- D. Former Spray Irrigation Field;
- E. Hazardous Waste Storage Area;
- F. Creosote Unloading Area;
- G. Drip Tracks I and II;
- H. Door Pit; and
- I. Duck Pond.

Corrective Action activities were undertaken at four of the SWMUs (i.e., the Former Container Storage Area, the Former Surface Impoundments, the Former Spray Irrigation Field, and Drip Tracks I and II). Additionally, four of the SWMUs were investigated and found to have no evidence of releases or environmental impacts: Hazardous Waste Storage Area, the Extended Aeration Basin, the Door Pit, and the Duck Pond.

The Creosote Unloading Area was investigated in accordance with an EPA approved March 31, 2009 Work Plan. Samples of the area were compared to applicable Medium Specific Concentrations ("MSCs") developed under Pennsylvania's Land Recycling and Environmental Remediation Standards Act, Act 2 of 1995, 35 P.S. §§6026.101 et seq. ("Act 2"). One soil sample from one boring location in the Creosote Unloading Area yielded concentrations in excess of Act 2 MSCs, but below site-specific risk-based limits. Results for samples from surrounding borings installed to define the extent of impact did not yield samples in excess of the Act 2 non-residential MSCs. An engineering control (existing gravel cover) was identified as an appropriate response for this localized area.

Further details regarding these corrective actions are set forth in EPA's Statement of Basis and the Administrative Record for the Facility, available for review at U.S. EPA Region III, 1650 Arch Street, Philadelphia, PA 19103.

- 5. <u>Activity and Use Limitations</u>. The Property is subject to the following activity and use limitations which the Owner and each subsequent owner of the Property shall abide by:
 - A. Use of the Property by the Owner and all-future owners and occupiers of the Property shall be limited to "nonresidential property" uses, as that term is defined in Section 103 of Act 2.
 - B. The use or consumption of groundwater located on or beneath the Property is prohibited, except for: (1) sampling, monitoring and/or testing as may be necessary or desirable, (2) industrial/commercial uses, or (3) as otherwise approved by EPA.

- C. The gravel cover, the boundary of which is defined on Exhibit B-1 of this Environmental Covenant ("Gravel Cover Area"), shall be maintained at a depth of 2 inches to ensure that there is no direct contact with underlying soils. Excavation of the Gravel Cover Area is prohibited without prior, written authorization from the EPA, except to respond to emergencies. In case of an emergency, notification of the condition which resulted in the emergency along with a statement of the manner in which the Gravel Cover Area was or will be restored will be provided to EPA within 15 days, and the Gravel Cover Area will be restored to its pre-emergency condition as soon as reasonably practical, but no later than the date required by EPA after its receipt and review of the notice provided, if restoration was not already completed and identified in the notification. Performance of routine maintenance on the gravel cover surface in the Gravel Cover Area will not require prior written authorization.
- 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 year following the effective date of this Environmental Covenant, the Owner and each subsequent owner of the Property shall submit, to the EPA, and to the Holder, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being met. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the EPA and to the Holder, written documentation of: noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or as to the Gravel Cover Area only, filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the Gravel Cover Area subject to this Environmental Covenant.
- 8. <u>Access by the EPA</u>. In addition to any rights already possessed by the EPA, this Environmental Covenant grants to the EPA a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.
- 9. Recording & Proof & Notification. Within 30 days after the date of the EPA's approval of this Environmental Covenant, the Owner shall file this Environmental Covenant with the Recorder of Deeds for Lycoming County, and send a file-stamped copy of this Environmental Covenant to the EPA within 60 days of recording. Within that 60 day time period, the Owner also shall send a file-stamped copy to each of the following: Montgomery Township, Lycoming County, Beazer East, Inc.
- 10. <u>Termination or Modification</u>. This Environmental Covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with 27 PA C.S. §§ 6509 or 6510. The Grantor agrees to provide EPA written notice of:
 - a. the pendency of any foreclosure referred to in 27 Pa. C.S. § 6509(a)(4) within seven calendar days of becoming aware of such pendency;

- b. any judicial action referred to in 27 Pa. C.S. § 6509(a)(5) within seven calendar days of receiving notice of such judicial action;
- c. any judicial action referred to in 27 Pa. C.S. § 6509(b) within seven calendar days of receiving notice of such judicial action; and
- d. termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510 within seven calendar days of becoming aware of the pendency of such termination or amendment."
- 11. **EPA's address**. Communications with the EPA regarding this Environmental Covenant shall be sent to:

United States Environmental Protection Agency Region III Associate Director, Office of Pennsylvania Remediation Land and Chemical Division, 3LC30 1650 Arch Street Philadelphia, PA 19103 ACKNOWLEDGED, by
Owner/Grantor,
Koppers Inc.,
By Leslie Hyde

Name: Leslie Hyde

Title: VP Sately & Environment Affairs
Date: 9-3-13

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Cleeking) SS:

On this 3 day of <u>feet tember</u>, 20/3, before me, the undersigned officer, personally appeared <u>Laster</u> [Grantor] 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.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Janet L. Shaffer, Notary Public City of Pittsburgh, Allegheny County My Commission Expires Nov. 5, 2013

Member, Pennsylvania Association of Notaries

ACKNOWLEDGED, by Holder/Grantee,
Beazer East July By: Name: 17/3ef 5. Markwell Title: 27-3/-13
COMMONWEALTH OF PENNSYLVANIA) COUNTY OF ALLEGHENY) SS: On this 31 day of July, 2013, before me, the undersigned officer, personally appeared ROBERT MARKWELL [Holder] 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.
In witness whereof, I hereunto set my hand and official seal. **Donna Lee Kapack** Notary Public
COMMONWEALTH OF PENNSYLVANIA Notarial Seal Donna Lee Kopach, Notary Public City of Pittsburgh, Allegheny County My Commission Expires March 22, 2015 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

APPROVED, by The United States
Environmental Protection Agency
By:
Name: John A. Armstead
Title: Director, LCD

Date: 9.12.13

COMMONIMENTAL OF PENNSYLVANIA
UNITED STATES GOVERNMENT))
COUNTY OF PHILADELPHIA) SS:

On this Dt day of Spread, 2013, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged himself to be the Land and Chemicals Division Director of the U.S. Environmental Protection Agency, Region III 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.

Abacia Johnson

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Patricia J. Schwenke, Notary Public City of Philadelphia, Philadelphia County My commission expires August 14, 2014

EXHIBIT A PROPERTY DESCRIPTION

EXHIBIT A

PROPERTY DESCRIPTION⁽¹⁾ KOPPERS INDUSTRIES, INC. - SUSQUEHANNA PLANT PARCEL 7-392-118.A LYCOMING COUNTY, PENNSYLVANIA

The legal description of parcel 7-392-118.A consists of the following legal description of parcel 7-392-118 minus outparcel 7-392-118B, as subsequently described.

Parcel 7-392-118:

All that certain parcel of land situated in the Township of Clinton, County of Lycoming, Commonwealth of Pennsylvania, bound and described as follows:

BEGINNING at an iron pin in the centerline of Township Road #534. Said pin being S 25 39 30 E 755.70 ft. from a railroad spike at the point of intersection of the center line of Twp. Rt. #534 and the center line of Twp. Rt. #421.

Thence along the southern lines of land of George Sherwood by the two following courses and distances:

- 1. N 52 54 00 E 1871.59 ft. to a stone.
- 2. N 18 21 00 E 708.27 ft. to an iron pin.

Thence along the southern line of land of the Reading Company, as follows:

- 1. N 67 43 E 433.06 ft. to an iron pin.
- 2. By a curve to the right having a Radius of 3565.30 ft., and arc distance of 236.45 ft. to an iron pin.
- 3. By a curve to the right having a radius of 2055.74 ft., and an arc distance of 486.73 ft. to an iron pin.
- 4. By a curve to the right having a radius of 3100.53 ft., and an arc distance of 330.00 ft. to an iron pin in the middle of Turkey Run.

Thence along the middle of Turkey Run by the four following courses and distances:

- 1. S 26 36 30 E 390.55 ft. to a point.
- 2. S 53 02 00 E 199.10 ft. to a point.
- 3. S 58 57 00 E 197.82 ft. to a point.
- 4. S 66 32 00 E 472.95 ft. to a point.

Thence along land of Grantor and 48 ft. north of the north edge of Grantor's private dirt road, the five following courses and distances:

- 1. S 47 23 30 W 1018.82 ft. to an iron pin.
- 2. S 57 31 30 W 680.70 ft. to an iron pin.
- 3. S 51 23 30 W 1047.80 ft. to an iron pin.
- 4. S 66 28 00 W 579.55 ft. to an iron pin.
- 5. S 62 05 30 W 728.98 ft. to an iron pin.

Thence along land of Grantor by the two following courses and distances:

- 1. N 27 58 30 W 149.30 ft. to an iron pin.
- 2. S 62 00 30 W 299.32 ft. to an iron pin in the center line of Twp. Rt. #534.

Thence along the centerline of Township Route #534 N 25 39 30 W 988.70 ft. to the place of beginning.

Containing 130.18331 Acres

Being part of the same parcel of land conveyed unto Harold D. Bishop by Deed of Alvin C. Bush and Elizabeth C. Bush, his wife, by deed dated, November 1, 1968 and recorded in the Office of the Recorder of Deeds in and for Lycoming County in Deed Book 543 at Page 701.

Being the same property which Harold D. Bishop by his deed dated November 17, 1969 and recorded on even date in Book 552 Page 1124 in the Office of the Recorder of Deeds, Lycoming County, Pennsylvania, conveyed to Koppers Company, Inc.

All that certain piece, parcel, and tract of land located and situate in the Township of Clinton, County of Lycoming and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to-wit:

BEGINNING at a railroad spike, at the point of intersection of the center line of Township Route #421 and Township Route #534, thence along the center line of Township Route #421, north forty-five (45) degrees fifty-three (53) minutes twenty (20) seconds east, seven hundred ninety-two and seventy-one one-hundredths (792.71) feet to a railroad spike; thence along the southern line of land of The Reading Company, north sixty-seven (67) degrees forty-three (43) minutes zero zero (00) seconds east, one thousand six hundred seven and fifty-three one-hundredths (1607.53) feet to an iron rail; thence along land of the Reading Company and Harold Bishop, south eighteen (18) degrees twenty-one (21) minutes zero zero (00) seconds west, seven hundred fifty-one and seventy-five one-hundredths (751.75) feet to a stone; thence along the northern line of land of Harold Bishop, south fifty-two (52) degrees fifty-four (54) minutes west, one thousand eight hundred seventy-one and fifty-nine one-hundredths (1871.59) feet to an iron pin in the center of Township Route #534; thence along the center line of Township Route #534, north twenty-five (25) degrees thirty-nine (39) minutes thirty (30) seconds west, seven hundred fifty-five and seventy one-hundredths (755.70) feet to the place of beginning. Containing 34.86854 Acres.

Being the same property which George M. Sherwood et al by deed dated November 17, 1969 and recorded on even date in Book 552 Page 1127 in the Office of the Recorder of Deed, Lycoming County Pennsylvania conveyed to Koppers Company, Inc.

Grantor hereby further quitclaims to Grantee all that certain property described in the survey dated the 28th day of September, 1988, performed by Hunt Engineers and Architects.

Description of Outparcel 7-392-118.B:

BEGINNING at an iron pin in the center of the original location of Township Route 534, said pin being 1593.52 feet south of the point of intersection of the original centerline of said Route 534 with the centerline of Township Route 421; thence along Parcel No. 1 by the ten following courses and distances: North 64°20'30" East, 303.80 feet to an iron pin; North 43°10'28" East, 170.40 feet to an iron pin; North 52°42'28" East, 253.65 feet to an iron pin; North 24°30'28" East, 240.50 feet to an iron pin; North 17°29'32" West, 170.00 feet to an iron pin; North 62°07'48" East, 1714.40 feet to an iron pin; North 35°44'48" East, 416.40 feet to an iron pin; North 61°45'48" East, 662.60 feet to an iron pin; South 75°25'12" East, 200.00 feet to an iron pin; South 54°46'12" East, 504.94 feet to an iron pin; then along land of Harold Bishop by the seven following courses and distances: South 48°49'48" West, 770.78 feet to an iron pin; South 58°57'58" West, 680.70 feet to an iron pin; South 52°49'48" West, 1047.80 feet to an iron pin; South 67°54'18" West, 579.55 feet to an iron pin; South 63°31'48" West, 728.98 feet to an iron pin; North 26°32'12" West, 149.29 feet to an iron pin; South 63°26'48" West, 301.60 feet to an iron pin; thence along the original centerline of Township Route 534, North 25°39'30" West, 150.88 feet to the place of beginning. CONTAINING 55.650 acres as above described.

Note:

1. The legal description of the property as provided above is based on site north. The Property Map provided as Exhibit B is based on true north and includes coordinates of vertices of the polygon defining the property. The deed for the Koppers property, a survey map (Hunt Engineers and Architects, 28 September 1988, an indenture and deed for outparcel 7-392-118.B, and relevant tax maps are provided as Attachments A-1, A-2, A-3, and A-4 respectively.

ATTACHMENT A-1

PARCEL 7-392-118 INDENTURE KOPPERS INDUSTRIES, INC.

Return Recorded Deed to:

Dickie McCamey & Chilcote Two PPG Place Suite 400 Pittsburgh, Pennsylvania 15222 Attention: LuAnn Datesh

Mail Tax Statement to:

Koppers Industries, Inc.
436 Seventh Avenue
Koppers Building
Pittsburgh, Pennsylvania 15219
Attention: Ms. Darlene Blansett
Tax Section

FILED LYCOMING COUNTY

89 JAN 12 P4: 48

MARY G. MOSSER RECORDER OF DEEDS

THIS INDENTURE

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

REALTY
TRANSFER JAN 12'98

3) 5 1 3. 2 :

Made the 31th day of December in the year of our Lord one thousand nine hundred and eighty-eight BETWEEN Koppers Company, Inc., a corporation duly formed and existing under the laws of the state of Delaware, hereinafter referred to as "Grantor", and Koppers Industries, Inc., a corporation duly formed and existing under the laws of the Commonwealth of Pennsylvania,

hereinafter referred to as "Grantee".

WITNESSETH, That the said Grantor, for and in consideration of the sum of Four Hundred Eleven Thousand Three Hundred
Twenty-Three Dollars (\$411,323.00), lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and other good and valuable consideration, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns, all that certain land locate and situate in the Township of Clinton, County of Lycoming and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to-wit:

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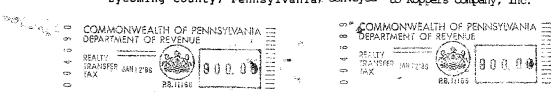
ALL that certain parcel of land situated in the Township of Clinton, County of Lycoming, Commonwealth of Family land and described as follows: BEGINNING at an iron pin in the centerline of Township Road \$534. Said pin being S 25 39 30 H 755.70 ft. from a railroad spike at the point of intersection of the center line of Twp. Rt. 534 and the center line of Twp. Rt. 421.

Thence along the southern lines of land of George Sherwoodtby the two following courses and distances:

1. N 52 54 00 E 1871.59 ft. to a stone.

2. N.18 21 00 H 708.27 ft. to an iron pin.

Thence along the southern line of land of The Reading Company as follows. Thence along the southern line of land of The Reading Company as 1- N 67 43 E 433.06 ft. to an iron pin.
2- By a curve to the right having a Radius of 3565.30 ft., an arc distance of 236.45 ft. to an iron pin.
3- By a curve to the right having a radius of 2055.74 ft., an arc distance of 486.73 ft. to an iron pin. 4- By a curve to the right having a radius of 3100.53 ft., an arc distance of 330.00 ft. to an iron pin in the middle of Turkey Run. Thence slong the middle of Turkey Run by the four following courses and distances 1- \$ 26 36 30 E 390.55 ft. to a point. 2- \$ 53 02 00 E 199.10 ft. to a point. 3- \$ 58 57 00 E 197.82 ft. to a point. 4- \$ 66 32 00 E 472.95 ft. to a point. Thence along land of Grantor and 48 feet north of the north edge of Grantor's private dirt road, the five following courses and distances: 1- S 47 23 30 W 1018.82 ft. to an iron pin. 2- S 57 31 30 W 680.70 ft. to an iron pin 3- S 51 23 30 W 1047.80 ft. to an iron pin 4- S 66 28 00 W 579.55 ft. to an iron pin 5- S 62 05 30 W 728.98 ft. to an iron pin 27.5 Thence slong land of Grantor by the two following courses and distances 1- N 27 S8 30 % 149.30 ft. to an iron pin | 1. S 62 00 30 % 299.32 ft. to an iron pin in the centerline of Township Route #534. Thence along the centerline of Township Route #534 H 25 39 30 W 988.70 ft. to the place of beginning. Containing 130,18331 Acres BEING part of the same parcel of land conveyed unto Harold D. Bishop by Deed of Alvin C. Bush and Elizabeth C. Bush, his wife, by deed by Deed of Alvin C. Bush and recorded in the Office of the Recorder of dated, November I, 1968 and recorded in the Office of the Recorder of Deeds in and for Lycoming County in Deed Book 543 at rege 101 Being the same property which Harold D. Bishop by his deed dated November 17, 1969 and recorded on even date in Book 552 Page 1124 in the Office of the Recorder of Deeds, Lycoming County, Pennsylvania, conveyed to Koppers Company, Inc.



Por Copy!

AND

certain piece; parcel and tract of land locate and situate in the Township of Clinton, County of Lycoming and Componwealth of Fennsylvania, more particularly bounded and described as follows, to with vania, more particularly bounded and described as follows, to with vania, more particularly bounded and described as follows, to with vania, more particularly bounded and described as follows, to with vania, more particularly bounded and described as follows, to with vania, more factors as follows, the particular section of the center line of Township Route \$534; thence along the center line of the forty-five (45) degrees.

Township Route \$421, north forty-five (45) degrees.

Township Route \$421, north forty-five (45) degrees.

Township Route \$421, north forty-five (45) degrees.

**Township Route \$421, north forty-five (45) degrees.

Township Route \$421, north forty-five (45) degrees.

**Township Route \$421, north forty-five (45) degree Dishop, south eighteen (18) degrees twenty-one (21) minutes zero zero (00) seconds west, seven hundred fifty-one and seventy-five one-hundredths (741.75) feet to a stone; thence along the northern line of land of Harold Bishop, south fifty-two (52) degrees fifty-four (54) minutes west, one thousand eight hundred seventy-one and minutes west, one thousand eight hundred seventy-one and fifty-nine one-hundredths (1871.59) feet to an iron pin in the center of Township Route \$334; thence along the in the center of Township Route \$334, north twenty-five (25) center line of Township Route \$534, north twenty-five (25) degrees thirty-nine (39) minutes thirty (30) seconds west, seven hundred fifty-five and seventy one-hundredths seven hundred fifty-five and seventy one-hundredths 34.86854 Acres. 34.86854 Acres.

Being the same property which George M. Sherwood dated November 17, 1969 and recorded et al by deed on even date in Book 552 Page 1127 in the Office of the Recorder of Deeds, Lycoming County, Pennsylvania conveyed to Koppers Company, Inc.

Grantor hereby further quitclaims to Grantee all that certain property described in the survey dated the 28th day of September, 1988, performed by Hunt Engineers & Architects.

AMT. 2056.62

PAID /-/2-89

montgomery Sel !

2056.61

PAID 1-12-89

"A hazardous substance as that term is defined in Section 103 of the Hazardous Sites Cleanup Act has been disposed of on this property. To the extent information is available, substances containing waste creosote may have been disposed of in an area of approximately 100-200 square feet at the creosote unloading area, located on a rail spur immediately east of the tank farm as marked on plant drawings.

This conveyance is subject to any and all easements, covenants and conditions of record.

TOGETHER with all and singular the Land, Improvements, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever, of Koppers Company, Inc. in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof, subject, however, to any and all easements, covenants and conditions of record.

BOOK 1367 PAGE 337

TO HAVE AND TO HOLD the said land, Hereditaments and Premises hereby granted, or mentioned and intended so to be with the Appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns, forever.

and agree, to and with the said Grantee, its Successors and Assigns, that it, the said Grantor, all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with Appurtenances, unto the said Grantee, its Successors and Assigns, against it the said Grantor, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them, shall and will

WARRANT SPECIALLY that Koppers Company, Inc., as Grantor, has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforementioned.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE
OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH
THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER
OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO
REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY
RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR
OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS
NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY AND LEGAL RIGHTS OR
ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY
THIS INSTRUMENT. [This notice is set forth in the manner
provided in Section 1 of the Act of July 17, 1957, P. L. 984,
as amended, and is not intended as notice of unrecorded
instruments, if any.]

BOOK 1367 PAGE 338

IN WITNESS WHEREOF, said Koppers Company, Inc., as Grantor, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by Jill M. Blundon, its Vice-President, and attested by James Springfield, its Assistant Secretary, this 24th day of December, nineteen hundred and eighty-eight.

SEALED AND DELIVERED IN THE PRESENCE OF US

Witness

Witness

KOPPERS COMPANY, INC.

1// M. Blundon, Vice-Presiden

ATŤEST:

James Springfield, Assistant Secretary

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Koppers Industries, Inc.

ву:

attorey

Commonwealth of Pennsylvania

County of Allegheny

On this, the 39th day of Alcember, 1995, before me,

#. South the undersigned officer, personally appeared

Jill M. Blundon who acknowledged herself to be the Vice-President of Koppers Company, Inc., a Delaware

corporation, and that she as such Vice-President, being authorized to do so, executed the foregoing instrument for the

purposes therein contained by signing the name of the corporation by herself as Vice-President.

IN WITNESS WHEREOF, I have hereunto set my hand and official

seal.

Carol a Solte

My commission expires March 23 /992

NOTARIAL SEAL CAROL A. SOLTES, NOTARY PUBLIC PITTEGURGH, ALLEGHENY COUNTY MY COMMISSION EXPIRES MARCH 23, 1992 Member, Pennsylvania Association of Notarios

RECORDED in the office for recording of deeds in and for

in Deed Book /367 No.

page 33.3

WITNESS my hand and seal of office this

day of farmany Anno Domini 1989

Ray A. Mossin

This deed was prepared by:

J. Webb Moniz, Esq. Attorney at Law Cleary, Gottlieb, Steen & Hamilton One State Street Plaza New York, New York 10004

Grantor:

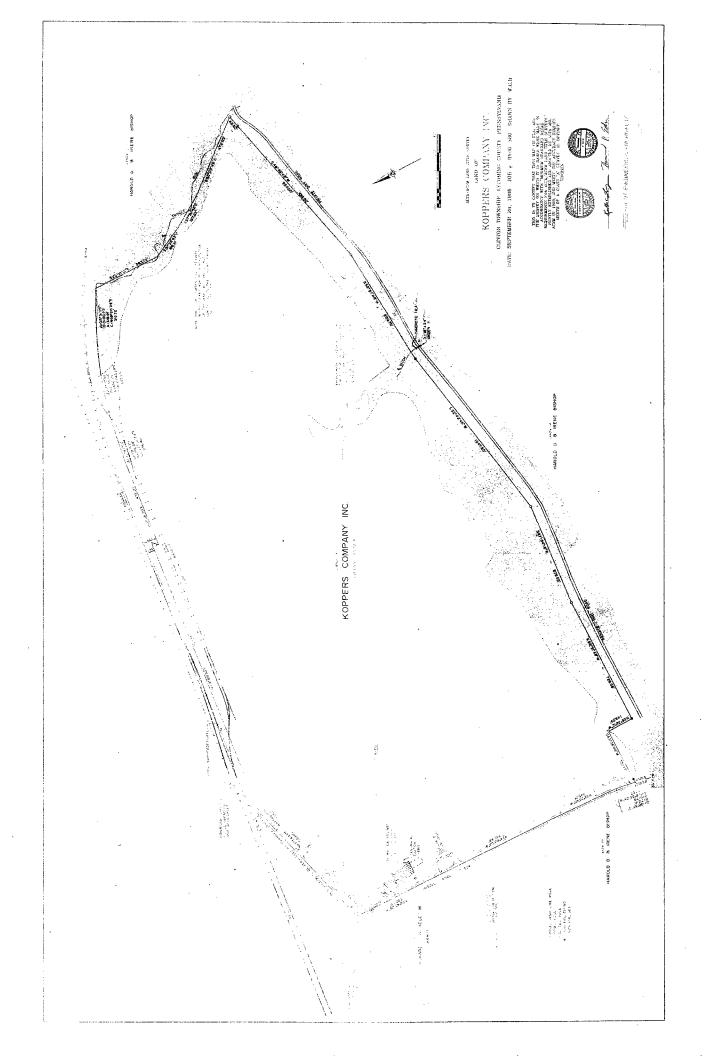
Grantee:

Koppers Company, Inc. 436 Seventh Avenue Pittsburgh, Pennsylvania 15219

Koppers Industries, Inc. 436 Seventh Avenue Pittsburgh, Pennsylvania 15219

ATTACHMENT A-2

PARCEL 7-392-118 SURVEY MAP KOPPERS INDUSTRIES, INC.



ATTACHMENT A-3

OUTPARCEL 7-392-118.B INDENTURE AND DEED

Form MALY No. \$4 -Deed From a Corporation to a Corporation or Individual (Executed by Officers) (With Cost Notice)

* "Coopyright" 1977 P. O. Note Company

For Sale by P. O. Maly Co., Law Black Publishers 427 Fourth Avenue, Pittsburgh, Fa. 18219



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y of June

1989

07361

Between 'KOPPERS INDUSTRIES, INC.

a Corporation organized and existing under the laws of Commonwealth of Pennsylvania
Adving its principal place of business in Pittsburgh, Allegheny County, Pennsylvania

(hereinafter called "Grantor")

AND

'INDUSTRIAL PROPERTIES CORPORATION, A Lycoming County Development Corporation, (hereinafter called "Grantee")

ALL THAT CERTAIN parcel of land situate in Clinton Township, Lycoming County, Pennsylvania, designated as Parcel No. 2 per Plan of Subdivision Drawing of John A. Bubb, P.E., dated March 26, 1989, containing 55.7303 acros, more or less, and more particularly described as follows:

BEGINNING at an iron pin in the center of the original location of Township Route 534, said pin being 1593.52 feet south of the point of intersection of the original centerline of said Route 534 with the centerline of Township Route 421; thence along Parcel No. 1 by the ten following courses and distances: North 64° 20' 30" East, 303.80 feet to an iron pin; North 43° 10' 28" East, 170.40 feet to an iron pin; North 52° 42' 28" East, 253.65 feet to an iron pin; North 24° 30' 28" East, 240.50 feet to an iron pin; North 17° 29' 32" West, 170.00 feet to an iron pin; North 35° 44' 48" East, 416.40 feet to an iron pin; North 61° 45' 48" East, 662.60 feet to an iron pin; South 55° 25' 12" East, 200.00 feet to an iron pin; South 54° 46' 12" East, 504.94 feet to an iron pin; South 54° 46' 12" East, 504.94 feet to an iron pin; South 58° 57' 58" West, 680.70 feet to an iron pin; South 67° 49' 48" West, 770.78 feet to an iron pin; South 52° 49' 48" West, 1047.80 feet to an iron pin; South 63° 31' 48" West, 728.98 feet to an iron pin; North 26° 32' 12" West, 149.29 feet to an iron pin; South 63° 26' 48" West, 301.60 feet to an iron pin; thence along the original centerline of Township Route 534, North 25° 39' 30" West, 150.88 feet to the place of beginning.

BEING part of the same real property convoyed to Grantor by Koppers Company, Inc. by Deed dated December 29, 1988, and recorded on January 12, 1989, in the Office of Recorder of Deeds of Lycoming County, in Deed Book Volume 1367, page 333.

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BOOK 1420 PAGE 351

REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

Short for Paid O
Book Number /430

BURIAU OF INDIVIDUAL FAXES FOST OFFICE SOX 1930	ł		Pogs Number 350	
MARRISSURG, PA 17103 8910	See Reverse	for instructions	Dole Kecorded L III GC	
Complete each section and file in duplicate's is without consideration, or by air, or (3) a	with Recorder of Deeds when	(1) the full value/conside	eration is not set forth in the doed, (2) when the content of the transfer is wholly exempt from	
based on: (1) family relationship or (2) put	dic utility.easement. If more	space is needed armsh	and the state of the transfer is wholly exempt from	
AMMICURKESPONDENT総	Allinquiries may	bild in claded and the	SAUGODICA DO LA CITA SE ANTA S	
DOUG C. GROIT, ES	quire		Felephone Number:	
Street Address	Gibson & Gaul	, <u>E</u>	Area Code (. 717) 322-6144 State	
25 West Third Str	eet.	1111amsport	447 C004	
Bank TRANSFER DATA	BEET THE STEEL STEEL STEEL	Date of Acceptance of C	Decument 6-12-89	
Koppers Industries, In	Granias (s) Larson (s)			
Street Address	C. Industri		Properties Corporation	
436 Seventh Avenue		454 Pine S	treet	
City State	Zip Code	City	Signer Transfer	
Pittsburgh, PA 15219-1	800	Williamspor	rt, PA 17701	
C能够-PROPERTY-LOCATIO	N Residence			
		Clinton Tot	mohin	
County	School District	OTTHEON 100	Tax Parcel Number	
Lycoming	,	•	TOX FOREST INCHIDATE	
D. VALUATION DATA				
Actival Cash Consideration	2 Other Consideration		J. Total Consideration	
S459,774,97	+ 0 5. Common Level Radio 1		= \$459,774.97	
•	X COMMON LEVEL REGIS ?	actor	O. Foir Market Value	
E朝鮮EXEMPTION DATA 到			Maria de la companya della companya	
ld. Amount of Exemption Claimed	1b. Percentage of Interes			
\$459,774.97		<u> </u>	<u>.</u>	
2. Check Appropriate Bax Below for Exc	motion Claimed		_	
Will or intestate succession		•		
_	[Name of De	redeat	(Evide File Number)	
X Transfer to Industrial Development A	Igency.			
Transfer to agent or straw party. (A	Hach copy of agency/straw	party agreement).	•	
Transfer between principal and age			_	
Terration to the control of	funders copy or affency	inigm linn aglesment).	Tax paid prior deed \$	
[Attach copy of resolution].	United States, and Instrum	entalities by gift, dedical	ion, condemnation or in lieu of condemnation.	
—				
Transfer from mortgagar to a holder		Mortgage Baok Number	Page Number	
Corrective deed (Attach copy of the	prior deed).			
Statutory corporate consolidation, m	erger or division. (Attach c	opy of articles).		
Other (Flease explain exemption claim				
•	-NO, 6 DINE INDE HIPO DO			
				
nder penalties of law, f declare that I have nd belief, it is true, correct and complete	examined this Statement,	including accompanying	ig information, and to the best of my knowled;	
ignature of Correspondent or Responsible Fair	· ·			
		•	Dete	
	Darle	·	6/11/89	

BOOK 1420 PAGE 352

with the appurtenances:

On Have and On Hald the same to and for the use of the said

Grantes , its successors

and assigns forever, and the

Grantor, for its successors and assigns, kereby covenants and agrees that it will WARRANTS

GENERALLY

the property hereby conveyed.

NOTICE—THIS DOCUMENT WAXWAX SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE. THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. D84, as amended, and is not intended as notice of unrecorded instruments, if any.]

L ... FILED COUNTY

89 JUN 14 AIO: 59

RECOLDER OF DEEDS

(Corporate Seal)

In Mitures Migrrof. The said Grantor has caused its common and corporate scal to be affixed to these presents by the hand of its Vice President, and the same to be duly attested by its Secretary.

Dated the duy and year first above written.

Alipsi:

By Rugal Sall Vice President

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS OR ATTEST:

INDUSTRIAL PROPERTIES CORPORATION

*If general warranty deed is desired, insert GENERALLY.
If special warranty deed is desired, insert SPECIALLY.

Commonwealth of Pennsylvania County of Allegheny

On this | 5th day of Tune E , A. D. 1989 , before me a Notary Public undersigned officer, personally appeared R. S. ONLIS , who acknowledged himself to be the Vice-PRESIDENT of Koppers Industries, Inc. , a corporation, and that he as such Vice Presipent , being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, and VICE PRESIDENT

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

Title of Officer

CERTIFICATE OF RESIDENCE

LARRY P. WHITE, NOTARY PUBLIC PITTSBURGH, ALLEGHENY COUNTY MY COMMISSION EXPIRES MAY 3, 1903

I hereby certify that the precise residence of the grantee herein is

For Grantes

Commonwealth, of Pennsylvania,

County of ?

Recorded on this

A. D. 19 89, in the Recorder's Office of the said County, in wood Book, Alcond 1420 , page 350

Given under my hand and the seal of the said office the day and year aforesaid.

Requested By: aaa 01/20/2011

LYCOMING COUNTY VERIFIED / ASSIGNED UPI 07 - 392 - 118.6

Instrument book Page 201000008593 OR 6978 139

WARRANTY DEED - From a Corporation

THIS DEED

MADE the 15th day of June in the year two thousand and ten (2010)

BETWEEN INDUSTRIAL PROPERTIES CORPORATION, a Pennsylvania non-profit corporation having its office in the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, Party of the First Part, GRANTOR

AND

HALLIBURTON ENERGY SERVICES, INC., a Delaware corporation having an office at 10200 Bellaire Boulevard, Houston, Texas, Party of the Second Part, GRANTEE

WITNESSETH, That in consideration of ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND 00/100 ------(\$1,100,000.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee, its successors and assigns,

ALL THAT CERTAIN parcel of land situate in Clinton Township, Lycoming County, Pennsylvania, designated as Parcel No. 2 per Plan of Subdivision Drawing of John A. Bubb, P.E., dated March 26, 1989, containing 55.7303 acres, more or less, and more particularly described as follows:

BEGINNING at an iron pin in the center of the original location of Township Route 534, said pin being 1593.52 feet south of the point of intersection of the original centerline of said Route 534 with the centerline of Township Route 421; thence along Parcel No. 1 by the ten following courses and distances: North 64° 20' 30 East, 303.80 feet to an iron pin; North 43° 10' 28" East, 170.40 feet to an iron pin; North 52° 42' 28" East, 253.65 feet to an iron pin; North 24° 30' 28" East, 240.50 feet to an iron pin; North 17° 29' 32" West, 170.00 feet to an iron pin; North 62° 07' 48" East, 411.40 feet to an iron pin; North 35° 44' 48" East, 416.40 feet to an iron pin; North 61° 45' 48" East, 662.60 feet to an iron pin; South 75° 25' 12" East, 200.00 feet to an iron pin; South 54° 46' 12" East, 504.94 feet to an iron pin; thence along land of Harold Bishop by the seven following courses and distances: South 48° 49' 48" West, 770.78 feet to an iron pin; South 58° 57' 58" West, 680.70 feet to an iron pin; South 52° 49' 48" West, 1047.80 feet to an iron pin; South 67° 54' 18" West, 579.55 feet to an iron pin; South 63° 31' 48" West, 728.98 feet to an iron pin; North 26° 32' 12" West, 149.29 feet to an iron pin; South 63° 26' 48" West, 301.60 feet to an iron pin; thence along the original centerline of Township Route 534, North 25° 39' 30" West, 150.88 feet to the place of beginning. CONTAINING 55.650 acres as above described.

BEING the same premises conveyed unto Industrial Properties Corporation by Deed of Koppers Industries, Inc. said deed dated June 12, 1989 and recorded in Lycoming County Record Book 1420, Page 350.

 ${\bf A} \ {\bf N} \ {\bf D}$. the said grantor will specially WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be signed and its Corporate Seal to be hereunto affixed, the day and year first above written.

ATTEST:

Industrial Properties Corporation

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LYCOMING

On this, the day of _______, 2010, before me, the undersigned officer, personally appeared _______ who acknowledged himself to be the _______ of Industrial Properties Corporation, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, executed the foregoing deed for the purposes therein contained by signing his name thereon as such.

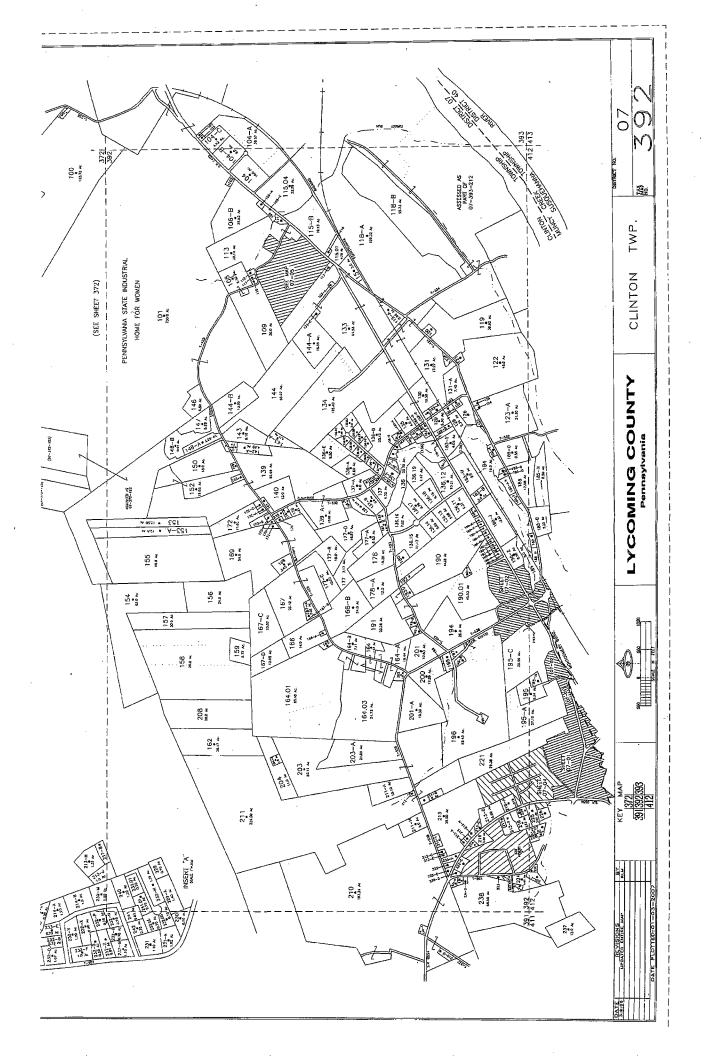
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CONTINUE L. MODERNE DATA PRIME CITY OF WALLANDSCOTT, LECCHING CONTENT MY COMMISSION CONTENT MANCE 17, 2016

Notice the undersigned, as evidenced by the signatures to this notice and the acceptance and recording of this deed, are fully cognizant of the fact that the undersigned may not be obtaining the right of protection against subsidence, as to the property herein conveyed, resulting from coal mining operations and that the purchased property, herein conveyed, may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal.

THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156§1. (SEAL) (SEAL) CERTIFICATE OF RESIDENCE I hereby certify, that the precise residence of the grantee herein is as follows: 7,7 10200 Bellaire Boulevard Houston, TX 77072 ⋖ Attorney or Agent for Grantee 201000008593 Filed for Record in LYCOMING COUNTY PA ANNABEL MILLER 06-24-2010 At 11:24 am. DEED STATE TAX 62.00 11000.00 COMMONWEALTH OF PENNSYLVANIA LOCAL TAX 11000.00 book 6978 Page 139 - 141 COUNTY OF LYCOMING RECORDED in the Office for Recording of Deeds, etc., in and for said County, in , Page 139 Deed Book No. 10978 Vol. WITNESS my Hand and Official Seal this day of une

ATTACHMENT A-4 RELEVANT TAX MAPS



County of Lycoming

Tax Map # 07+,392.0-0118.B+-000+

Parcel Id 26568

, 343 RIDDELL RD, T- 0534,

HALLIBURTON ENERGY SERVICES INC Since Jun 2010

10200 BELLAIRE BLVD HOUSTON TX 77072

Class **Property Type School District** Size Total

FY

CX Commercial - Exempt

3 Commercial **8 MONTGOMERY** 55.73 Acres

2010

Roll Section

Nbhd

8 Wholly Exempt

Zoning

700 Clinton Township IND IND

Date **Appraiser Method Use** Appr. Value

7/1/2004 Wright CPE Brooke

Appraisal \$131,406

CAMA Land Information

commsite Commercial Site

Units Rate schedule 1.00a Comm Site Acre (Acres)

Adjust.

Unit price

Value 11,000

surplus Surplus **TOTAL UNITS**

54.73a Surplus 55.73a

MARKET LAND VALUE

\$11,000.00 \$2,200.00

120,406 \$131,406

Names - Owner (Previous)

INDUSTRIAL PROPERTIES CORP 454 PINE ST WILLIAMSPORT, PA 17701-6200

Sales Information

Date 6/24/2010 6/14/1989

Book/Page 6978/139 1420/0350

Instrument Warranty Deed Doc.No. 0000121834

Adj. Reason UV

Sale Price \$1,100,000 \$459,775 Subj. Price \$1,100,000

QI

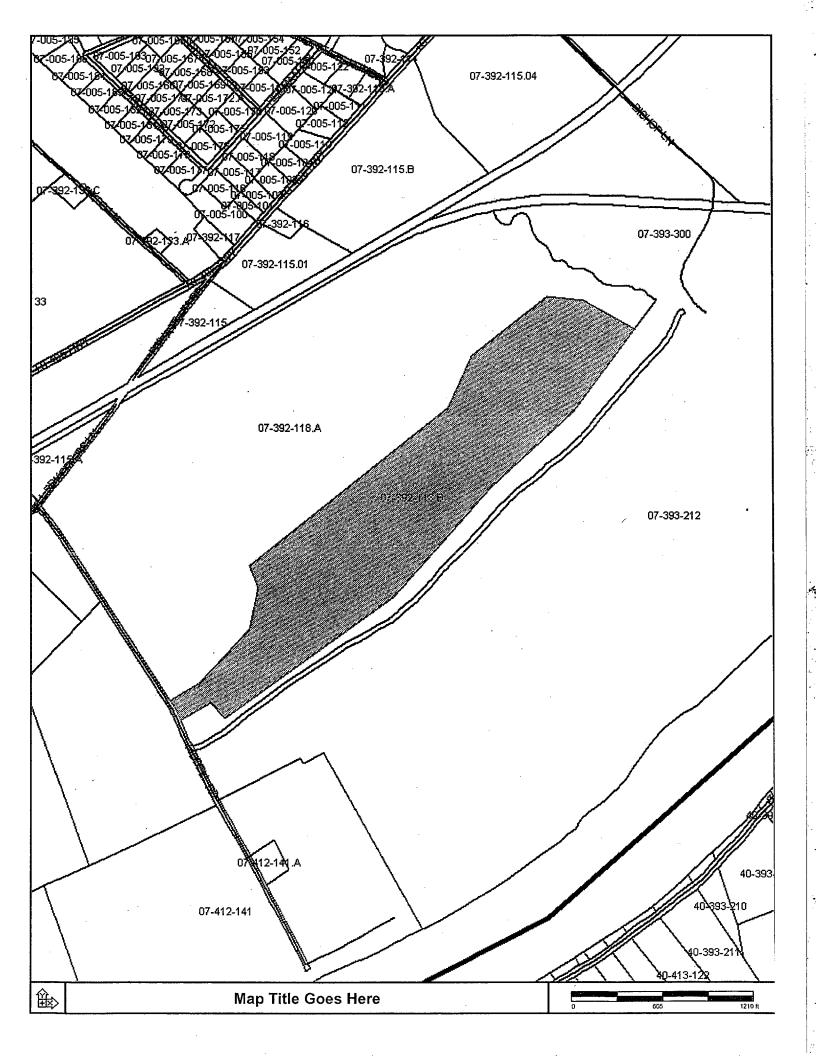


EXHIBIT B

ENVIRONMENTAL COVENANT AREA MAPS

