

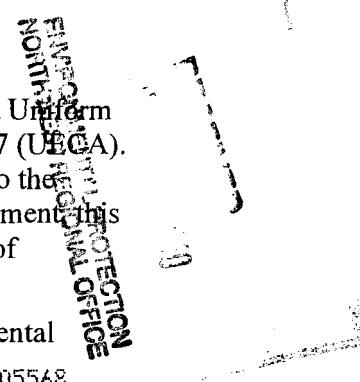
The County Parcel Identification No. of the Property is: 6708-9

GRANTOR: U.S. Bronze Foundry and Machine, Inc.

PROPERTY ADDRESS: 18649 Brake Shoe Road
Meadville, Pennsylvania, 16335

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 (UCA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).



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

The postal street address of the Property is:

18649 Brake Shoe Road
P.O. Box 458
Meadville, Pennsylvania 16335

201000005568
Filed for Record in
CRAWFORD COUNTY PA
CAROL A. STAINBROOK
06-17-2010 At 03:14 pm.
AGT 36.50
OR Book 1010 Page 1342 - 1354

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 80° 9' 52.54" W and 41° 41' 21.71" N.

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

U.S. Bronze Foundry and Machine Inc.
Abex Corporation

The DEP Primary Facility ID# is: 683710

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.** U.S. Bronze Foundry and Machine, Inc. is the owner of the Property and the GRANTOR of this Environmental Covenant.

3. **Holder(s) / GRANTEE(S).** The following is/are the GRANTEE(s) and a "holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant:

Pneumo Abex LLC
C/O Briggs and Morgan, P.A.
Mr. Thomas Larson, Esq.
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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

Contamination in the South Parking Lot consists of spent foundry sands that contain elevated levels of metals, primarily lead, copper, and zinc, however, no groundwater

contamination was detected. The remedy selected for the South Parking Lot Site included an in-place containment remedy consisting of an approved cover system (i.e., asphalt, engineered soil, and geosynthetic cover). The remedial action taken attains the site-specific standard through pathway elimination in compliance with Act 2, Section 304.

5. **Activity & Use Limitations** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

- (1) The Property shall be used solely for nonresidential purposes;
- (2) The Grantee shall have a continuing duty to maintain the protective soil or fill cover, pavement caps and/or structures overlying contaminated soils within the limits of the South Parking Lot Site identified in Exhibit B;
- (3) No excavations or disturbances of the approved cover system shall be permitted without prior submittal of a work planned implementation schedule to the Department addressing all applicable law and regulations and providing for satisfactory restoration of the capping system. Excavation or disturbance of the cover system can only progress in accordance with that work plan and schedule with prior Department approval. The work plan and schedule must be submitted to the Department no less than 30 days prior to the planned activity; and
- (4) Potable water wells shall not be installed on the Land within the boundaries of the South Parking Lot Site shown 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 third year (e.g., December 31, 2013, December 31, 2016, etc.) following the effective date of this Environmental Covenant, the Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. The Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation following transfer of the property, concerning proposed changes in use of the property, filing of applications for building permits for the property or proposals for any site work affecting the contamination on the property subject to this Environmental Covenant.

8. **Access by the Department**. In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of 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 Department's approval, the Owner(s) shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-

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

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

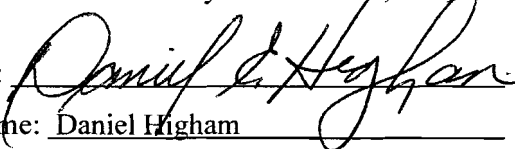
11. **Department's address.** Communications with the Department regarding this Environmental Covenant shall be sent to:

Environmental Cleanup Program Manager
230 Chestnut Street
Meadville, Pennsylvania 16335

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

U.S. Bronze Foundry and Machine, Inc., Grantor

Date: 3/29/10

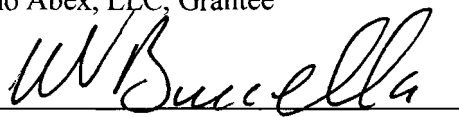
By: 

Name: Daniel Higham

Title: President

Date: 3/25/10

Pneumo Abex, LLC, Grantee

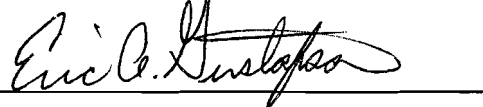
By: 

Name: William Buccella

Title: Vice President

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date: 5/26/2010

By: 

Name: ERIC A. GUSTAFSON

Title: REGIONAL ECP MANAGER

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CRAWFORD COUNTY SS:

On this 29 day of March, 2010 before me, the undersigned officer, personally appeared Daniel Higham [Owner, 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.

Barbara Lucas
Notary Public

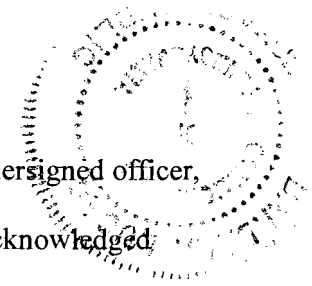
My Commission Expires:

Seal: COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL BARBARA LUCAS - NOTARY PUBLIC Richmond Twp., Crawford County MY COMMISSION EXPIRES OCT. 24, 2013

CITY OF NEW YORK

COUNTY OF NEW YORK SS:

On this 28th day of March, 2010 before me, the undersigned officer, personally appeared William Buccella [Holder, Grantee] 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.



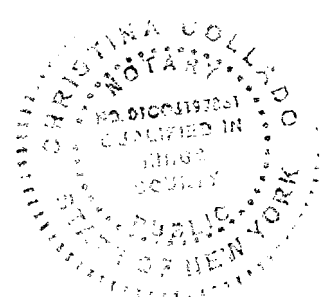
In witness whereof, I hereunto set my hand and official seal.

Christina Collado
Notary Public

My Commission Expires:

Seal:

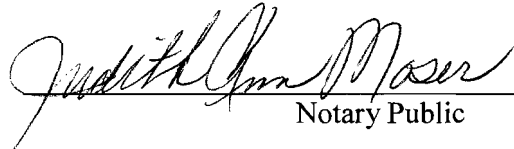
CHRISTINA COLLADO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6197861
Qualified in Kings County
My Commission Expires December 08, 2012



COMMONWEALTH OF PENNSYLVANIA :
 : SS,
COUNTY OF CRAWFORD COUNTY :

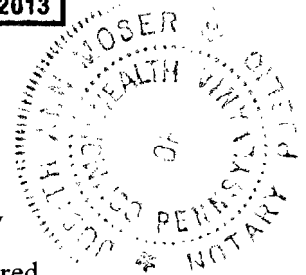
On this the 26th day of MAY, 2010, before me, a Notary Public, the undersigned person, Eric A. Gustafson, Regional Manager, Environmental Protection personally appeared and acknowledged himself to be authorized on behalf of himself, to sign the foregoing ENVIRONMENTAL COVENANT, dated MAY 26, 2010.

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


Notary Public

My Commission Expires:
MARCH 2, 2013

Seal: **COMMONWEALTH OF PENNSYLVANIA**
NOTARIAL SEAL
Judith Ann Moser, Notary Public
City of Meadville, Crawford County
Commission Expires Mar. 2, 2013



COMMONWEALTH OF PENNSYLVANIA :
 : SS,
COUNTY OF CRAWFORD COUNTY :

On this the _____ day of _____, 2009, before me, a Notary Public, the undersigned person, _____, personally appeared and acknowledged herself to be authorized on behalf of herself, to sign the foregoing Consent Order and Agreement, dated _____.

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

Notary Public

My Commission Expires:

Seal:

EXHIBIT A

Parcel No. 1

ALL that certain piece or parcel of land situate in Woodcock Township, Crawford County, Pennsylvania, bounded and described as follows, to-wit:

Beginning at an iron pin which is located sixty (60) feet west of the center line of the Erie Railroad right of way by radial measurement, which is also the northeast corner of land conveyed to the second party herein by Delbert Theuret, et ux; thence along said land of second party herein and land of Herman, North $74^{\circ} 3' 50''$ West, a distance of fifteen hundred eighty-seven and thirty-six hundredths (1,587.36) feet to the center of French Creek the following four courses and distances: first, North $50^{\circ} 37'$ East, a distance of five hundred twenty-six and forty-six hundredths (526.46) feet; second, North $58^{\circ} 52'$ East, a distance of five hundred fifty-three and sixty-two hundredths (553.62) feet; third, North $66^{\circ} 49'$ East, a distance of sixty-three and thirty-four hundredths (63.34) feet; fourth, North $18^{\circ} 49'$ East, a distance of nine and seventy-two hundredths (9.72) feet to an iron pin; thence along land of W. Austin Bowes, South $74^{\circ} 14'$ East, a distance of ten hundred seventy-six and ninety-nine hundredths (1076.99) feet to an iron pin; thence along land of said W. Austin Bowes, North $15^{\circ} 46'$ East, a distance of forty (40) feet to an iron pin; thence also along land of said Bowes, South $74^{\circ} 14'$ East, a distance of two hundred (200) feet to an iron pin; thence South $4^{\circ} 20'$ West, a distance of seventy-seven and sixty-eight hundredths (77.68) feet to an iron pin; thence South $17^{\circ} 51'$ West, a distance of one hundred nineteen and four hundredths (119.04) feet to an iron pin, said pin being ninety (90) feet by radial measurement from the center line of the Erie Railroad right of way; thence southwesterly along said northerly right of way line by a curve to the left, having a radius of fifty-eight hundred nineteen and sixty-five hundredths (5,819.65) feet and being concentric with said center line, a distance of three hundred eight-two and fourteen hundredths (382.14) feet to an iron pin; thence South $73^{\circ} 41' 15''$ East, a distance of thirty-five and sixty-two hundredths (35.62) feet to an iron pin, said pin being sixty (60) feet by radial measurement from the center line by the right of way of the Erie Railroad, thence southwesterly along said northerly right of way line of the Erie Railroad by a curve to the left, having a radius of fifty seven hundred eight-nine and sixty-five hundredths (5,789.65) feet and being concentric with said center line, a distance of four hundred eighty-eight and sixty-eight hundredths (488.68) feet to an iron pin, the point or place of beginning; containing 30.684 acres of land; excepting and reserving therefrom lands conveyed by deed recorded in Crawford County Deed Book 263, page 393 and Deed Book 320, page 489; and being the same property conveyed to Party of the First Part by deed recorded in Crawford County Deed Book 330, page 393. This parcel is subject to agreements for line fences, release of damages et al. set forth more particularly in Crawford County Deed Book 193, page 15, Deed Book 203, page 300, Deed Book 193, page 556, and Deed Book 189, page 700.

Parcel No. 2

ALSO, all that certain piece or parcel of land situate in Woodcock Township, Crawford County, Pennsylvania, bounded and described as follows, to-wit:

Beginning at an iron pin which is located sixty (60) feet west of the center line of the Erie Railroad by radial measurement; thence along the south line of land of Bowes, North $74^{\circ} 3' 50''$ West five hundred sixty-seven and forty-eight hundredths (567.48) feet to an iron pin; thence along the east line of land of Herman, South $39^{\circ} 8' 10''$ West a distance of two hundred ninety-four and five hundredths (294.05) feet to an iron pin; thence along the north line of other land of Theuret, South $52^{\circ} 58' 50''$ East two hundred sixty-six and twenty-two hundredths (266.22) feet to an iron pin; thence along the east line of said land of Theuret, South $17^{\circ} 41' 40''$ West two hundred three and thirty-one hundredths (203.31) feet to an iron pin; thence along the north line of land of Cropp, South $73^{\circ} 30' 50''$ East a distance of twenty (20) feet to an iron pin; thence along the west line of land of Henry Williams, North $17^{\circ} 41' 50''$ East a distance of one hundred ninety-five and eighty-eight hundredths (195.88) feet to an iron pin; thence along the north line of said Williams land, South $67^{\circ} 24' 45''$ East two hundred twenty-one and fifty-two hundredths (221.52) feet to an iron pin; thence along the west line of the right of way of the Erie Railroad Company along the arc of a circular curve to the right having a radius of fifty seven hundred eighty-nine and sixty-five hundredths (5,789.65) feet a distance of four hundred forty-four and fifty-eight hundredths (444.58) feet to an iron pin, the place of beginning; containing four and fifty-six hundredths (4.56) acres; and being the same property conveyed to Party of the First Part in Crawford County Deed Book 330, page 392. This parcel is subject to a lane as reserved in Will of Daniel Weikel, deceased, recorded in Deed Book F, page 367, line fence agreement set forth in Deed Book 193, page 58 and Pennsylvania Electric company Right-of-Way in Agreement Book Y, page 360.

Parcel No. 3

ALSO, all that certain piece or parcel of land situate in Woodcock Township, Crawford County, Pennsylvania, bounded and described as follows, to-wit: commencing at a concrete monument on the east bank of French Creek, said concrete monument being on the southwest corner of other land of the first party; thence South thirty-five (35°) degrees, twenty-nine minutes (29') West along the east line of French Creek a distance of seventy-seven and fifty-six hundredths (77.56) feet to an iron stake; thence south fifty-two (52°) degrees, fifty-eight (58') minutes and fifty (50'') seconds east a distance of five hundred forty-eight and ninety hundredths (548.90) feet to a concrete monument; then north thirty-nine (39°) degrees, eight (8') minutes and ten (10'') seconds east a distance of two hundred ninety-four and five hundredths (294.05) feet to a concrete monument, said monument being in the south line of land of first party; thence north seventy-four (74°) degrees, three (3') minutes and fifty (50'') seconds west along the southern line of other land of first party a distance of six hundred one and twenty-two hundredths (601.22) feet to the concrete monument, being the place of beginning; containing two and thirty-five hundredths (2.35) acres, more or less; and being the same property conveyed to first party in Crawford County Deed Book 350, page 7.

Parcel No. 4

ALSO, all that certain piece or parcel of land situate in Woodcock Crawford County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point of intersection of the center line of U.S. Route #19 and Brake Shoe Road; thence in a southerly direction along the center line of U.S. Route #19 a distance made along the arc of said center line having a radius of 5,729.58 feet 200 feet to a point on the center line of U.S. Route #19; thence in a westerly direction along the land now or formerly of George R. Wilson and Anna M. Wilson, his wife, now Diogenes A. Saavedra, North $79^{\circ} 26' 55''$ West 180.35 feet to the southeast corner of land now or formerly of Edward J. Derricott, et ux; then North $0^{\circ} 23' 30''$ East along the line of land of said Derricott 170 feet to a point in the center line of Brake Shoe Road; thence in an easterly direction along the center line of Brake Shoe Road South $8^{\circ} 27' 10''$ East 292.18 feet to the center line of U.S. #19, the point or place of beginning; and being the same property conveyed to first party in Crawford County Deed Book 439, page 504 described in accordance with the survey of Charles E. Stiles, Registered Surveyor, dated October 31, 1986.

Subject to the reservation by George M. Wilson and Anna M. Wilson, his wife, for themselves, their heirs and assigns of an easement 20 feet in width along the West side of the above-described premises and adjacent to land now or formerly of Derricott for the sole purpose of installation, maintenance and repair of public utilities extending to other lands of the said George R. Wilson and Anna M. Wilson, his wife, lying immediately south of the above-described premises, and shall not be used for a driveway.

Parcel No. 5

ALSO, all that certain piece or parcel of land situate in Woodcock Township, Crawford County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center line of Old Route 19, also known as Brake Shoe Road, at the North line of the Erie Railroad Co. Right of Way; thence North Fifty-one (51°) degrees Fifty ($50''$) minutes Forty ($40''$) seconds east, One Hundred Fifty and Thirty-four hundredths (150.34) feet to a point on the West right of way line of New Route 19; thence North Thirty (30°) degrees Thirty-three ($33'$) minutest East along said right of way line Thirteen (13) feet to a stake; thence South Fifty-nine (59°) degrees Twenty-seven ($27'$) minutes East at right angles to said right of way line a distance of Thirty (30) feet to the center line of New Route 19; then North Thirty (30°) degrees Thirty-three ($33'$) minutes East along the center line of New Route 19 a distance of Three Hundred Seventy-five (375) feet; thence North Fifty-nine (59°) degrees Twenty-seven ($27'$) minutes West at right angles to center line of said highway, Thirty (30) feet to a point on the west right of way line of said highway at a point on the dividing line between premises herein described and property now or formerly of Colonial Carriers, Inc.; thence North Eight-six (86°) degrees Forty-three ($43'$) minutes West, Two Hundred Sixty-three

and Sixty hundredths (263.60) feet to a point in the center line of Brake Shoe Road; Then South Three (3^o) degrees Twenty-five (25') minutes West along the center line of Brake Shoe Road Two Hundred Twenty-eight and Five-tenths (228.5) feet to a point; then continuing in a Southerly direction on an arc to the right along the center line of Brake Shoe Road having a radius of 915.42 feet, a distance of Two Hundred Eighteen (218) feet to the point or place of beginning.

Containing 1.757 acres of land and being the same property conveyed to first party in Crawford County Deed Book 439, page 507 described in accordance with the survey of Charles E. Stiles, Registered Surveyor, dated October 31, 1986.

This parcel is subject to rights-of-way granted United Natural Gas Company as recorded in Crawford County Agreement Book 33, at pages 355, 356 and 357.

In accordance with the requirements of §405 of Act No. 97 of July 7, 1980, P.L. 380, the grantor acknowledges that waste, both non-hazardous and hazardous has been disposed upon a portion of the property described above as Parcel No. 1 and Parcel No. 3 located westerly of the presently existing main plant building between the plant and French Creek occupying approximately 3.0 acres described as follows:

BEGINNING at a point located south 52° 58' 50" east a distance of one hundred ninety-eight and ninety hundredths (198.90) feet from a concrete monument set in the east bank of French Creek in the southwesterly corner of Parcel No. 3; Thence north 29° 30' 55" east a distance of three hundred fifty-two and seventy-eight hundredths (352.78) feet to a point; Then south 52° 58' 50" east a distance of four hundred nine (409) feet; Thence south 39° 08' 10" west a distance of three hundred fifty (350) feet to a point in the south line of the property; Thence along the south property line, common to lands of Myron Bogardus, north 52° 58' 50" west a distance of three hundred fifty (350) feet to a point, the place of beginning.

Approximately 31,600 cubic yards of such waste, consisting of foundry sands of various types, and baghouse dust, both containing concentrations of lead; wood scraps, sawdust, pallets and patterns; metal rods, pipes, and gagers, metal and fiber drums; styrofoam filler; plastic film and fiberglass; graphite and transite plates; and waste water treatment sludge, have been deposited. The proportion of the site and the specific area(s) within the site containing hazardous wastes are unknown. The foregoing facility has been closed in accordance with the Closure Plans Submitted to the Pennsylvania Department of Environmental Resources.

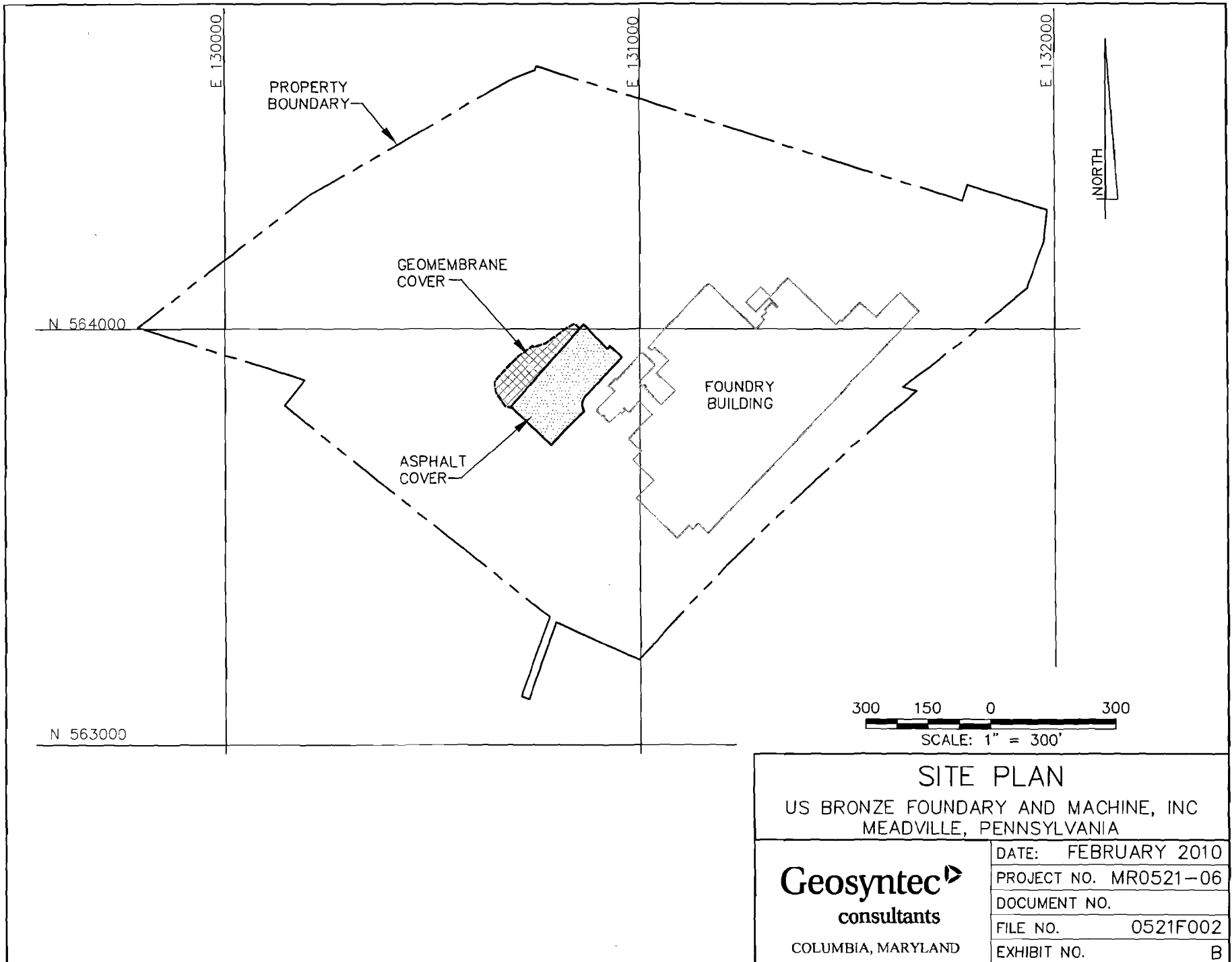
Also in accordance with the provisions of Pennsylvania Department of Environmental Resources Regulation §75.264(O) (19) and (2), the purchaser of the above property is hereby notified that the land has been used to manage hazardous waste; that disturbance of the site is restricted under paragraph (14) of Reg. §75.264(O); and that the survey plat and record of the type, location and quantity of hazardous waste disposed of within each cell or area of the facility

required by paragraph (19) of the regulation have been filed with the municipality and the Pennsylvania Department of Environmental Resources.

In addition to the foregoing site, two Wastewater treatment lagoons, located approximately 400 feet northwesterly of the main plant building, have been utilized as a facility in the treatment of industrial waste water. This facility also has been closed in accordance with the Closure Plan submitted to the Pennsylvania Department of Environmental Resources. All wastewater treatment sludge has been removed from this site.

EXHIBIT B

P:\cadd\0Abex\0521-abex\0521F002.dwg, 1, 2/2/2010 1:34:06 PM, geosyntec consultants, inc (.joc)



SITE PLAN	
US BRONZE FOUNDRY AND MACHINE, INC MEADVILLE, PENNSYLVANIA	
Geosyntec consultants COLUMBIA, MARYLAND	DATE: FEBRUARY 2010
	PROJECT NO. MR0521-06
	DOCUMENT NO.
	FILE NO. 0521F002
	EXHIBIT NO. B

Instrument
201000005568 DR
Book Page
1010 1354

Commonwealth of Penna.
Crawford County SS:

Recorded in the Recorder of Deeds Office
of said County in Record Book 1010 Page 1342
WITNESS my hand and official seal at Meadville, PA

this 17th day of June 2010

Carol A. Steinhilber
Recorder of Deeds