

June 30th, 2015

Environmental Cleanup & Brownfields Program Manager
Department of Environmental Protection
208 West Third Street
Suite 101
Williamsport, PA 17701

Re: Recording of Approved Environmental Covenant
Former TRW Inc.
601 East Market St, Danville
Danville Borough, Montour County

Dear Mr. Loy,

MBC Danville, LP has recorded the approved Environmental Covenant (EC) for Former TRW Inc. located at 601 East Market Street, Danville, Pennsylvania 17821. Please kindly find the enclosed recorded copy of the EC.

If you have any questions regarding these documents, or if there is anything else you need from us, please do not hesitate to contact Dakota Ramus at 570.385.1662.

Best regards,

Handwritten signature of James L. Miller in cursive.

James L. Miller
President
MBC Danville, LP.

dkr
Enclosures (1)
cc: Michael W. Miner



pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

JUN 08 2015

June 1, 2015

James L. Miller
MBC Danville LP
PO Box 472
950 East Main Street
Schuylkill Haven, PA 17972



Re: Approval of Environmental Covenant
Former TRW Inc.
eFACTS PF # 623984
eFACTS Remediation ID# 28377
601 East Market St, Danville
Danville Borough, Montour County

Dear Mr. Miller:

The Department of Environmental Protection (department) has reviewed the May 19, 2015 Environmental Covenant (EC). The EC was prepared by Northrop Grumman and submitted to the department in accordance with Title 25, Chapter 253 of the PA Code, Administration of the Uniform Environmental Covenants Act (UECA). UECA and accompanying regulations provide a standardized process for creating, documenting and assuring the enforceability of activity and use limitations on contaminated properties involving most engineering and institutional controls used to achieve Act 2 standards.

The department has approved the EC. The signed EC is enclosed. As stated in paragraph 8 of the EC, the EC is to be recorded within 30 days of this letter. In addition, notifications of recordation are to be sent to the department and the other entities named in paragraph 11 within 90 days of this letter.

If you have questions regarding this correspondence, please contact Jessica Ritenour at 570.327.3569.

Sincerely,

Ted E. Loy
Environmental Program Manager
Environmental Cleanup and Brownfields Program

cc: Joseph Kwan, Northrop Grumman Systems Corporation
Mike Miner, Brown & Caldwell
Kathleen Gill, Dextra Group Inc.
Kevin Bilash, EPA
Danville Borough
File

JUN 08 2015

REC'D-REGISTER & RECORDER

2015 JUN 12 AM 10 33

When recorded, return to:

Owner/Grantor/Grantee - James L. Miller, MBC Danville, LP, P.O. Box 472, 950 East Main Street, Schuylkill Haven, PA 17972

The County Parcel Identification No. of the Property is: 11-88-8

GRANTOR: James L. Miller, MBC Danville, LP

PROPERTY ADDRESS: 601 East Market Street, Danville Borough, Montour County, PA, 17821

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

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

The latitude and longitude of the center of the Property is: Latitude 40/57/32.85, Longitude 76/36/45.09.

The Property has been known by the following name(s): Former TRW Inc. Danville Site
The DEP Primary Facility ID# is: eFACTS PF #623984, eFACTS Remediation #28377

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.** The following is the property owner, GRANTOR and GRANTEE of this Environmental Covenant: MBC Danville, LP, P.O. Box 472, 950 East Main Street, Schuylkill Haven, PA 17972.

3. **Description of Contamination & Remedy.** The Site consists of a 15 acre parcel located at 601 East Market Street in Danville, Montour County, PA. Approximately 500,000 square feet of the site is covered with buildings and asphalt paving, and the balance of approximately 150,000 square feet consists of vegetated coverage. The Pennsylvania Canal was formerly located immediately adjacent to the northeast wing of the main plant building, running across the Site, parallel to the main plant building. The Commonwealth of Pennsylvania filled this portion of the Pennsylvania Canal in 1901. Additionally, prior to channeling of Sechler's Run, the

stream ran across the eastern corner of the property. Surrounding land uses include both residential and industrial properties.

The Danville facility was originally constructed in the 1880's to manufacture rolled steel and steel parts. It has been operated by TRW since the early 1950's to manufacture valves and valve rings for internal combustion engines. Northrop Grumman Systems Corporation later acquired TRW Inc. and subsequently sold the automotive business, including this facility, to TRW Automotive (TRWA). TRWA later sold the Site to MBC Danville, LP in 2007. A total of 26 on-site tanks and pits were reportedly used for storage of raw materials and wastes, including gasoline, Varsol®, kerosene, fuel oil, cutting oil, hydraulic oil and waste oil.

Numerous site characterization and risk assessment efforts have been completed at the site since 1987. The final Remedial Investigation/Risk Assessment Report and Cleanup Plan (RIRAR/CP) was approved by the Pennsylvania Department of Environmental Protection (PADEP) in August 2010. The remedial investigation identified impacts to on-site soils, on-site indoor air, and on-site and off-site groundwater by chlorinated volatile organic compounds (CVOCs) above PADEP statewide, medium-specific criteria (MSCs) for soils (non-residential MSCs), indoor air (non-residential MSCs), and groundwater (used aquifer MSCs, total dissolved solids <2,500 mg/L). Human health risk and ecological screening assessments were also completed. Human health risk assessment results indicated that potential health risks associated with exposures to site-specific chemicals of potential concern (COPCs) under 2009 groundwater containment scenario and future planned land use scenario were well within the risks considered to be acceptable under the PADEP Act 2 Program for all receptors. Site-specific, risk-based soil and groundwater MSCs were calculated based upon the future planned land use scenario. Review of ecological exposure pathways as part of the ecological screening assessment suggested no potential risks from site-related COPCs to ecological receptors.

Numerous remediation activities have been completed at the site since 1972. A brief summary of these activities is provided below.

- 1972 - Abandoned Former Pits 17 and 18. The Pits were excavated, backfilled with soil, and covered with asphalt pavement.
- 1986 - Leak tested and removed underground storage tanks (USTs). Closed Pits 10 and 11.
- 1987 - Installed groundwater monitoring wells and initiated routine groundwater monitoring.
- 1989 - Constructed a slurry wall and asphalt cap containment system.
 - Constructed and activated a groundwater extraction and treatment system.
 - Constructed and activated a petroleum light non-aqueous-phase liquid (LNAPL) recovery system. LNAPL contained low concentrations of dissolved CVOCs.
 - Constructed and activated a soil vapor extraction (SVE) system.

2007 - Implemented a steam-enhanced extraction interim remedial measure (IRM) in the Former Pit 17/18 Area.

SVE system operation continued until 1997 (>2,000 lbs of CVOC removed). LNAPL recovery continued until 2006 (>80,000 lbs of LNAPL recovered). Groundwater extraction and treatment system (>29,000 lbs of CVOCs removed) and IRM system (>19,000 lbs of CVOCs removed, >100,000 lbs of LNAPL recovered) operation continued through 2009. Implementation of the PADEP-approved Cleanup Plan began in 2010. As part of Cleanup Plan implementation, a passive sub-slab depressurization system (SSDS) was constructed for vapor intrusion (VI) mitigation within a portion of the existing facility building, referred to as the Former Steel Room.

Attainment demonstration was completed in accordance with the PADEP-approved Cleanup Plan.

- On-site Soils - Attainment of PADEP statewide, health-based soil MSCs and site-specific soil MSCs was demonstrated via collection and analysis of soil samples from the Former Pit 17/18 area after IRM completion.
- On-site/Off-site Groundwater - Attainment of site-specific groundwater MSCs was demonstrated via completion of 13 quarterly monitoring events from 2011 through early 2014. Mann-Kendall trend tests were completed to document attainment of stable or decreasing trends for well locations and individual constituents, where COPC concentrations were observed to exceed PADEP statewide MSCs for used aquifers (TDS <2,500 mg/L). The attainment demonstration period began after shutdown of the groundwater extraction and treatment system in 2009 and completion of four quarterly monitoring events in 2010 to demonstrate groundwater physical/chemical stabilization under non-pumping conditions.
- On-site Indoor Air/Subslab Soil Vapor - Attainment of indoor air MSCs and subslab soil vapor screening levels was completed via sample collection and analysis. PADEP statewide MSCs for indoor air (non-residential) and screening levels for soil vapor (non-residential) were used.
- Off-site Indoor Air/Vapor Intrusion - Supplemental field investigation work was completed in November 2014 for off-site trichloroethylene (TCE) vapor intrusion exposure pathway evaluation purposes. Groundwater and/or soil vapor sample results were below TCE vapor intrusion screening levels and confirmed that no further risk assessment evaluation is warranted.

Human health risk assessment results indicated that potential health risks associated with exposures to site-specific COPCs under the 2009 groundwater containment scenario and future planned land use scenario were well within the risks considered to be acceptable under the PADEP Act 2 Program for all receptors. Site-

specific, risk-based MSCs were calculated for soil and groundwater based on the future planned land use scenario and related pathway considerations.

On-site soil pathways have been mitigated through attainment of PADEP statewide health-based soil MSCs for non-residential site use and site-specific MSCs for the soil-to-groundwater pathway. Potential ecological exposure is mitigated by existing asphalt and building coverage. The property currently includes future use restrictions, which restrict property use to industrial and commercial activities (excluding schools, nursing homes, day care centers, and other residential style facilities and recreation areas), and limit digging and excavation activities.

On-site and off-site groundwater pathways have been eliminated through attainment of site-specific, risk-based MSCs and demonstration of statistically significant stable or decreasing concentration trends. The potential on-site perched groundwater pathway to the north toward Sechler's Run is mitigated by an existing slurry wall. The property currently includes future use restrictions, which prohibit on-site groundwater use for any purpose. The Borough of Danville has an ordinance in place that prohibits groundwater use within the Borough.

The on-site vapor intrusion pathway has been eliminated through attainment of PADEP statewide, health-based MSCs for non-residential indoor air and non-residential screening levels for soil vapor. A passive VI mitigation system was installed within a portion of the building to passively mitigate the VI pathway.

The off-site vapor intrusion pathway has been eliminated through risk assessment evaluation and through supplemental field investigation work, which confirmed that off-site groundwater and/or soil vapor TCE concentrations were below corresponding vapor intrusion screening levels.

The Act 2 Final Report (Addendum #2 Revision) was submitted on January 16, 2015 and approved by the Department on March 2, 2015. Records pertaining to the contamination and remedy are located or available through the Department, Environmental Cleanup and Brownfields Program, Northcentral Regional Office, 208 West Third Street, Suite 101, Williamsport, PA 17701-6448 and through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103. The property has been re-purposed for beneficial non-residential use (excludes schools, nursing homes or other residential-style facilities or recreational areas) by the current owner.

4. **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.

Engineering Controls:

A. Passive VI Mitigation System - A passive SSDS for VI mitigation was designed and implemented in the Former Steel Room (see Exhibit B) in 2013

to meet PADEP's indoor air SWH MSC for TCE. The SSDS does not require routine operation or maintenance, and the system infrastructure is limited to a simple network of pipes and stacks equipped with roof-top wind turbines for passive venting of sub-slab soil vapors. Non-routine maintenance will be required periodically. SSDS to be maintained in a condition that preserves SSDS physical integrity and function of wind turbines.

- B. Existing Asphalt/Building Coverage - The existing asphalt pavement and building cover overlying known area(s) where post-IRM soil conditions across the 0 to 2 foot depth interval exceed ecological soil screening levels for TCE (see Exhibit B) provides continued risk pathway mitigation associated with potential ecological exposure to residual soil impacts. Based on this function, said asphalt/ building coverage has been included as an engineering control. Such coverage does not require maintenance beyond that already required by the existing property owner for on-going property use. Asphalt to be maintained in a condition that does not allow for physical contact with underlying soils.
- C. Existing Slurry Wall - The existing bentonite slurry wall was constructed circa 1988 to hydraulically cut off impacted perched groundwater from flowing north toward Sechler's Run. The slurry wall extends vertically through a shallow, permeable fill layer and is keyed into an underlying, localized, low-permeable silt/clay layer. The slurry wall is included as an engineering control to provide continued risk pathway mitigation associated with potential flow/discharge of impacted perched groundwater to Sechler's Run. The slurry wall does not required routine operation or maintenance for mitigation of the potential perched groundwater discharge to surface water (Sechler's Run) pathway.

Institutional Controls:

- A. Property Use Restrictions – Property activities and use will be restricted per the terms and conditions of the property sales agreement under which MBC Danville, LP acquired the property from TRW Automotive U.S. LLC in September 2007. The property sales agreement includes future use restrictions prohibit groundwater use for any purpose, limits property use to industrial and commercial activities (excludes schools, nursing homes, day care centers, and other residential style facilitates and recreation areas), and limits digging and excavation activities. A copy of the applicable terms and conditions this agreement is included in Exhibit C.
- B. Groundwater Use Ordinance - Borough of Danville Ordinance No. 507 prohibits groundwater use.

Routine Inspection and Reporting:

- A. The above engineering and institutional controls will be subjected to routine inspection and reporting per the frequency specified under Paragraph 7 – Compliance Reporting below to confirm compliance with the following.
- B. Passive VI Mitigation System - The physical integrity of the SSDS vent piping, stacks, and wind turbines is intact and the wind turbines are functional. Owner is responsible for performing non-routine maintenance when determined necessary based on inspection results to preserve such physical integrity and function.
- C. Existing Asphalt/Building Coverage - The asphalt/building coverage remains in place and in a condition that does not allow for physical contact with underlying soils. Owner is responsible for performing non-routine maintenance when determined necessary based on inspection results to preserve said condition.
- D. Existing Slurry Wall - No intrusive disturbance of the asphalt/soils overlying the slurry wall has occurred.
- E. Property Activity and Use Restrictions – The property activity and use restrictions are being complied with.
- F. Groundwater Use Ordinance - Borough of Danville Ordinance No. 507 remains in place without modification.

5. **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.

6. **Compliance Reporting.** By the end of every second January following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department, the EPA and any Holder listed in Paragraph 2, 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 DEP or EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 4 (Activity and Use Limitations), d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to the DEP, the EPA and any Holder. The report will state whether or not there is compliance with paragraph 4. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

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

8. Recording and Notification of Recording. Within 30 days after the date of the Department's approval of this Environmental Covenant, 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 within 90 days of the Department's approval of this Environmental Covenant. Within that time period, the Owner(s) also shall send a file-stamped copy to each of the following: Danville Borough and Montour County; the EPA; any Holder listed in Paragraph 2; each person holding a recorded interest in the Property; each person in possession of the Property; and other persons as required by the Department.

9. Termination or Modification.

(a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.

10. EPA.

(a) Notification. The then current owner shall provide the EPA written notice of:

(1) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;

(2) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;

- (3) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner’s receiving notice of such judicial action; and
- (4) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner’s becoming aware of such termination or amendment.

(b) **Enforcement.** A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the EPA.

11. **Department’s and EPA’s address.** Communications with the Department and the EPA regarding this Environmental Covenant shall be sent to: 1) Environmental Cleanup & Brownfields Program Manager, Department of Environmental Protection, 208 West Third Street, Suite 101, Williamsport, PA 17701 and 2) Director, Land and Chemicals Division, U.S. EPA Region III, 1650 Arch Street, Philadelphia, PA 19103.

12. **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 by Owner in the following form:

Date: MBC Danville, LP, Owner/Grantor/Grantee
 By: *James L. Miller*
 Name: James L. Miller
 Title: Principal

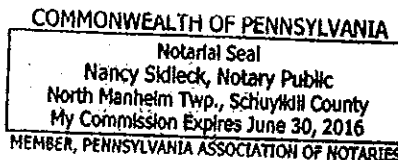
COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF Schuylkill) SS:

On this 14th day of May, 2015, before me, the undersigned officer, personally appeared James L. Miller, MBC Danville, LP, Owner/Grantor/Grantee, who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant and acknowledged that he executed same for the purposes therein contained.

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

Nancy Skidleck

 Notary Public



APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

Date: 5/28/2015 By: [Signature]
Name: TED E. Loy
Title: Environmental Program Manager

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LYCOMING) SS:

On this 28th day of MAY, 2015, before me, the undersigned officer, personally appeared TED LOY, who acknowledged himself/herself to be the Environmental Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northcentral Regional Office, whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

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

[Signature]
Notary Public

SUZANNE M. FEDELE
Prothonotary & Clerk of Courts
Williamsport, Lycoming County
My Commission Expires Jan. 4, 2016

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

PARCEL ONE:

ALL THAT CERTAIN piece, parcel or tract of land lying and being in the Borough of Danville, County of Montour, Commonwealth of Pennsylvania and more particularly described as follows:

BEGINNING at a true point of beginning (the location thereof being ascertained as follows: Beginning at a stone monument in the northeasterly boundary line of Market Street, said monument also marking the southeasterly corner of land of the Reading Company; thence along the southeasterly boundary line of said land of the Reading Company North 52 degrees 02 minutes 30 seconds East 17.3 feet to said true point of beginning);

THENCE along said land of the Reading Company the following two (2) courses and distances: (1) North 52 degrees 02 minutes 30 seconds East 37.7 feet to a stake; (2) North 38 degrees 30 minutes 30 seconds West 115.52 feet to a stake;

THENCE partly along said land of the Reading Company and partly along land of Eastern Real Estate Company North 51 degrees 29 minutes 30 seconds East 309.7 feet, more or less, to a point;

THENCE continuing along land of said Eastern Real Estate Company the following two (2) courses and distances: (1) South 38 degrees 30 minutes 30 seconds East 118.49 feet to a point and (2) North 52 degrees 02 minutes 30 seconds East 190.93 feet to a stake;

THENCE along the southeasterly boundary line of land of The Delaware, Lackawanna and Western Railroad Company, North 53 degrees 01 minute East 71.3 feet to a point;

THENCE along the southeasterly boundary line of land now or formerly of George Reifsnyder, the following two (2) courses and distances: (1) North 49 degrees 44 minutes East 50 feet to a point and (2) North 37 degrees 59 minutes East 400.74 feet to a point on the southwesterly right of way line of the Bloomsburg Branch of The Delaware, Lackawanna and Western Railroad Company;

THENCE along said right of way line the following two (2) courses and distances: (1) South 33 degrees 16 minutes East, 31.46 feet to a point and (2) South 28 degrees 41 minutes East 646.94 feet to an iron pin on the northwesterly line of Railroad Street (at fifty feet wide);

THENCE along the said northwesterly line of Railroad Street, the following three (3) courses and distances: (1) South 51 degrees 09 minutes West 340 feet to an iron pin; (2) South 48 degrees 49 minutes West 45.13 feet to a point and (3) South 50 degrees 46 minutes West 406.7 feet to a point on the northeasterly line of the Grove Branch of the Catawissa Railroad;

THENCE along the said northeasterly line of the Grove Branch the following six (6) courses and distances: (1) North 56 degrees 37 minutes West 79.92 feet to a point; (2) North 56 degrees 59 minutes West 50 feet to a point, which point is 7.5 feet northeasterly from the center line of said Grove Branch, measured at right angles thereto; (3) North 52 degrees 54 minutes West 25 feet to a point, which point is 7.5 feet northeasterly from said center line of said Grove Branch, measured at right angles, thereto; (4) North 51 degrees 39 minutes West 25 feet to a point, which point is 7.5 feet northeasterly from said center line of said Grove Branch,

measured at right angles thereto; (5) North 51 degrees 12 minutes West 365 feet to a point, which point is 7.5 feet northeasterly from said center line of said Grove Branch, measured at right angles thereto and (6) North 49 degrees 20 minutes West 65.5 feet to the said true point of BEGINNING.

CONTAINING 13.5 acres, more or less.

SUBJECT TO a right of way for electric line from Wehrli Steel Corporation (a New York corporation) to Pennsylvania Power & Light Company dated February 23, 1949, and recorded in the Recorder's Office of Montour County, Pennsylvania, in Deed Book Vol. 58, page 308 and to the following agreements:

(1) Three right of way agreements dated June 15, 1930, October 27, 1931 and July 31, 1941 respectively between Bethlehem Steel Company and Pennsylvania Power & Light Company for the right to locate, construct, operate, repair, maintain and remove a transmission system.

(2) Agreement between Danville Structural Tubing Company and the Delaware, Lackawanna and Western Railroad Company dated June 6, 1921, and supplemental thereto between Bethlehem Steel Company and the Delaware, Lackawanna Western Railroad Company dated February 24, 1932, covering certain track rights and ownership on the above described premises.

(3) Agreement between American Istog Steel Corporation and The Delaware, Lackawanna and Western Railroad Company dated October 1, 1946, covering the maintenance, repair and renewal of certain railroad tracts and structures on the above described premises.

BEING The First Thereof of premises acquired by Thompson Products, Inc. at Montour County Deed Book 60, Page 391.

EXCEPTING AND RESERVING THEREFROM, the following conveyances:

1. Deed to the Borough of Danville, dated March 28, 2969 and recorded in Deed Book 92 page 059. (Gift for Sechler's Run Flood Control Project)
2. Deed to Borough of Danville dated February 7, 2969 and recorded in Deed Book 92 page 154. (Gift for Sechler's Run Flood Control Project)
3. Deed to Borough of Danville dated August 15, 1974 and recorded in Deed Book 103 page 687.

PARCEL TWO:

ALL THAT CERTAIN piece, parcel or tract of land lying and being in the Borough of Danville, County of Montour, Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at a point at the intersection of the original northwesterly line of Railroad Street (50 feet wide) and the northeasterly line of Market Street;

THENCE along said original northwesterly line of Railroad Street, North 50 degrees 46 minutes East 435.4 feet to a point;

THENCE South 39 degrees 14 minutes East 10 feet to an iron pin on the northwesterly line of Railroad Street (40 feet wide);

THENCE along said northwesterly line of Railroad Street (40 feet wide) South 50 degrees 46 minutes West 433.27 feet to a cross cut on the sidewalk on the northeasterly line of said Market Street;

THENCE along said northeasterly line of Market Street North 51 degrees 17 minutes West 10.22 feet to the place of BEGINNING.

CONTAINING 0.1 of an acre.

SUBJECT TO a right of way for electric line from Wehills Steel Corporation (a New York corporation) to Pennsylvania Power & Light Company dated February 23, 1945, and recorded in the said Recorder's Office in Deed Book Vol. 58, page 308, and to the following agreement:

(1) Agreement between American Iteg Steel Corporation and The Delaware, Lackawanna and Western Railroad Company dated October 1, 1946, covering the maintenance, repair and renewal of certain railroad tracks and structures on the above described premises.

TOGETHER WITH all the buildings, building installations, land improvements, fixtures, machinery and equipment (except four Elmer's pumps with accessory equipment and one accumulator with accessory equipment), situate, erected or being upon said two tracts of land as more particularly set forth in Deed Book 60 page 394.

BEING The Third Thereof of premises acquired by Thompson Products, Inc. by deed recorded in Montour County Deed Book 60, Page 391.

PARCEL THREE:

ALL THAT CERTAIN strip or parcel of land, situate in the Borough of Danville, Montour County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point, the northwesterly corner of the intersection of Railroad Street (50' wide) and Market Street (50' wide);

THENCE North 51 degrees 17 minutes West along the north easterly line of Market Street, 607.3 feet to a stone, said stone being a point in the southwesterly right of way line of the Grove Branch of the railroad of Reading Company;

THENCE North 52 degrees 00 minutes East through land of Reading Company, 17.3 feet to a point, said point being in the northeasterly right of way line of said Branch;

THENCE along the said northeasterly right of way line the six (6) following courses and distances: (1) South 49 degrees 20 minutes East, 65.3 feet to a point; (2) South 51 degrees 12 minutes East, 365 feet to a point; (3) South 51 degrees 39 minutes East, 25 feet to a point; (4)

BK 243 PG 0673

South 52 degrees 54 minutes East, 25 feet to a point; (5) South 56 degrees 59 minutes East, 50 feet to a point; and (6) South 56 degrees 39 minutes East, 80 feet to a point in the westerly line of Railroad Street;

THENCE South 50 degrees 46 minutes West, along said westerly line of Railroad Street, 28.7 feet to the point of BEGINNING.
CONTAINING 0.223 of an acre, more or less.

SUBJECT TO any rights of way (if any) as set forth in Deed Book 28 page 123.

ALSO, all the estate, right, title and interest whatsoever of it, the said party of the first part, in and to all land within the lines of Railroad Street and Market Street to the extent that the above described premises abut thereon.

BEING Parcel No. 2 of premises acquired by Thompson Products, Inc., by deed recorded in Montour County Deed Book 68, Page 560.

PARCEL FOUR:

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Danville, Montour County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the northeasterly side of Market Street, said point being 147 feet in a southeasterly direction from the intersection of the southeasterly side of Groves Court and the northeasterly side of Market Street;

THENCE North 38 degrees 43 minutes East, along line dividing lands of John Peters from lands of Reading Company, 69.40 feet to a point;

THENCE along the same by a curve to the right having a radius of 298.59 feet, an arc length of 29.89 feet, a chord bearing of North 7 degrees 27 minutes 15 seconds West, and a chord distance of 29.75 feet to a point;

THENCE along the same, North 51 degrees 17 minutes West, 59.75 feet to a point;

THENCE along the same South 38 degrees 43 minutes West, 10 feet to a point;

THENCE along the same, North 51 degrees 17 minutes West, 10.73 feet to a point;

THENCE by a curve to the right having a radius of 253.20 feet, an arc length of 64.54 feet, a chord bearing of North 20 degrees 25 minutes 15 second East, and a chord distance of 64.25 feet to a point;

THENCE along the same, South 51 degrees 17 minutes East, 17.11 feet to a point;

THENCE along the same, North 38 degrees 43 minutes East, 91 feet to a point;

THENCE along line dividing lands of Eastern Real Estate Company from lands of Reading Company by a curve to the left having a radius of 297 feet, an arc length of 68.15 feet, a chord bearing of South 35 degrees 35 minutes West, and a chord distance of 68 feet to a point;

THENCE along the same, South 72 degrees 10 minutes East, 20 feet to a point;

THENCE along the same by a curve to the right having a radius of 277 feet, an arc length of 62.13 feet, a chord bearing of North 35 degrees 55 minutes East, and a chord distance of 62 feet to a point in line of lands of Thompson Ramo Wooldridge, Inc.;

THENCE along line dividing lands of Thompson Ramo Wooldridge, Inc., from lands of Reading Company by a curve to the left having a radius of 141.5 feet, an arc length of 104.41 feet, a chord bearing of South 6 degrees 55 minutes 30 seconds West, and a chord distance of 100 feet to a point;

THENCE along the same, by a curve to the left having a radius of 133.8 feet, an arc distance of 88.75 feet, a chord bearing of South 38 degrees 05 minutes East, and a chord distance of 87.14 feet to a point;

THENCE South 51 degrees 27 minutes West, 50.70 feet to a point;

THENCE along the same, South 38 degrees 33 minutes East, 115.52 feet to a point;

THENCE along the same, South 52 degrees 00 minutes West, 55 feet to a point in the northeasterly side of Market Street;

THENCE North 51 degrees 17 minutes West, along the northeasterly side of Market Street, 152.11 feet to the point of BEGINNING.

CONTAINING 23,120 square feet, more or less.

ALSO all the estate, right, title and interest whatsoever of it, the said party of the first part, in and to the land to the middle of Market Street to the extent that the premises above described abut thereon.

BEING the same premises acquired by Thompson Ramo Wooldridge, Inc. by Deed recorded in Montour County Deed Book 75, Page 187.

EXCEPTING AND RESERVING a parcel of land containing 18,55.45 square feet granted and conveyed unto Ruth Foust by Deed recorded in Deed Book 117, page 540.

PARCEL FIVE:

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Danville, County of Montour and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner of lands of Eastern Real Estate Company, Thompson Products, Inc., and Delaware, Lackwanna and Western Railroad Company;

THENCE along land of Thompson Products, Inc., the three (3) following courses and distances: (1) South 52 degrees 00 minutes West, 192.30 feet to a point; (2) North 38 degrees 33 minutes West 118.49 feet to a point; and (3) South 51 degrees 27 minutes West 259 feet to a corner in lands of Reading Company;

THENCE northwestwardly by a curve to the right with a radius of 133.80 feet, 86.60 feet to a point 10 feet distant northeastwardly from the center line of a side track leading from Reading Company's Grove Branch main track;

THENCE concentric and parallel with said center line of said side tract and 10 feet distant therefrom the four (4) following curves, courses and distances: (1) by a curve to the right with a radius of 141.50 feet, 102.20 feet to a point; (2) by a curve to the right with a radius of 475 feet, 100.36 feet to a point; (3) by a curve to the right with a radius of 750 feet, 200.14 feet to a

point; and (4) North 60 degrees 07 minutes East 65.61 feet to a point in line of land of Delaware, Lackawanna and Western Railroad Company, said point being 10 feet distant radially in a southeasterly direction from the center line of said Grove Branch.

THENCE South 42 degrees 00 minutes East 302.66 feet to the point of BEGINNING.
CONTAINING 2.299 acres, more or less.

PROVIDED ALWAYS, and this conveyance is made upon the express condition that; a right or means of ingress, egress or regress over other lands of the said party of the first part to or from the land hereby conveyed is not hereby granted specifically or by implication or presumption.

BEING the same premises granted to Thompson Products, Inc. by deed recorded in Montour County Deed Book 61, Page 215.

PARCEL SIX:

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Danville, Montour County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the southwesterly side of the canal property of the Erie-Lackawanna Railroad Company, said point being a corner of property of Thompson Ramo Wooldridge, Inc., and Eastern Real Estate Company;

THENCE South 60 degrees 07 minutes West along line dividing lands of Thompson Ramo Wooldridge, Inc., from lands of Eastern Real Estate Company, 65.61 feet to a point;

THENCE along the same by a curve to the left having a radius of 750 feet, an arc length of 200.37 feet, a chord bearing of South 48 degrees 44 minutes 30 seconds West, and a chord distance of 199.77 feet to a point;

THENCE along the same, by a curve to the left having a radius of 475 feet, an arc length of 100.54 feet, a chord bearing of South 36 degrees 52 minutes 30 seconds West, and a chord distance of 100 feet to a point;

THENCE by a curve to the left, along line dividing lands of Reading Company from lands of Eastern Real Estate Company, having a radius of 277 feet, an arc length of 62.13 feet, a chord bearing of South 35 degrees 55 minutes West, and a chord distance of 62 feet to a point;

THENCE North 72 degrees 10 minutes West, along the same 20 feet to a point;

THENCE along the same by a curve to the right having a radius of 297 feet, an arc length of 68.15 feet, a chord bearing of North 35 degrees 35 minutes East, and a chord distance of 68 feet, to a point in line of land of John Peters;

THENCE North 38 degrees 43 minutes East, along line dividing lands of John Peters from lands of Eastern Real Estate Company and also crossing East Mahoning Street, 138 feet to a point in the northeasterly side of East Mahoning Street;

THENCE North 51 degrees 17 minutes West, along the northeasterly side of East Mahoning Street, 26.85 feet to a point;

THENCE along line dividing lands now or late of W. L. Wyant and lands now or late of John Brady from lands of Eastern Real Estate Company, the three (3) following courses and

distances: (1) North 66 degrees 00 minutes East, 58 feet more or less, to a point; (2) North 54 degrees 44 minutes East, 50 feet more or less, to a point and (3) North 43 degrees 35 minutes East, 130.5 feet more or less, to a point;

THENCE South 42 degrees 00 minutes East, along the southwesterly line of the canal property of the Erie-Lackawanna Railroad Company, 52.34 feet to the point of BEGINNING. CONTAINING 11,290 square feet, more or less.

ALSO, all the estate, right, title and interest whatsoever of it, the said party of the first part, in and to the land to the middle of East Mahoning Street to the extent that the premises above described abut thereon.

BEING the same premises acquired by Thompson Ramo Wooldridge, Inc. by deed recorded in Montour County Deed Book 75, Page 190.

PARCEL SEVEN:

ALL THAT CERTAIN piece or parcel of land situated in the Borough of Danville, County of Montour, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on line of lands, now or formerly of Danville Structural Tubing Co., said point being the southeasterly corner of lands, now or formerly, of Roselon Industries, Inc., said point also being located South 51 degrees 07 minutes East of the southeast corner of a Roselon Industries, Inc. building;

THENCE along lands of said Danville Structural Tubing Co., South 47 degrees 19 minutes West 65 feet, more or less;

THENCE North 48 degrees 13 minutes West 51.3 feet;

THENCE North 51 degrees 41 minutes West 229.3 feet;

THENCE North 50 degrees 44 minutes West 20 feet;

THENCE North 53 degrees 24 minutes East 66 feet, more or less, to the face of said Roselon Industries, Inc. building;

THENCE partly along said face of building and partly along lands of Roselon Industries, Inc. South 51 degrees 07 minutes East 293.52 feet to a point, the point of beginning.

CONTAINING 0.492 of an acre, more or less.

EXCEPTING AND RESERVING, NEVERTHELESS, to Pennsylvania Power & Light Company and its Mortgage Trustee, their successors, and assigns, the right to construct, operate and maintain and from time to time to reconstruct its existing and/or future overhead and underground electric lines consisting of such poles, towers, guys, anchors, conduits, cables, wires, concrete pads, transformers, cable pedestals, terminal compartments, manholes, and other facilities, fixtures, apparatus and equipment deemed by Pennsylvania Power & Light Company to be necessary therefor, upon, over, across and under the surface of the piece or parcel of land hereinabove described, and upon, over, across and under the roads, streets and highways adjoining the said property, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid; also the right to trim, cut or remove trees and

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underbrush on said parcels of land or adjoining the same which in the judgment of Pennsylvania Power & Light Company, its successors and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, or menace the same and in connection therewith, the right to remove, (if necessary) the root systems of said trees, brush or other undergrowth, and to spray said brush and undergrowth with chemicals for their removal and control.

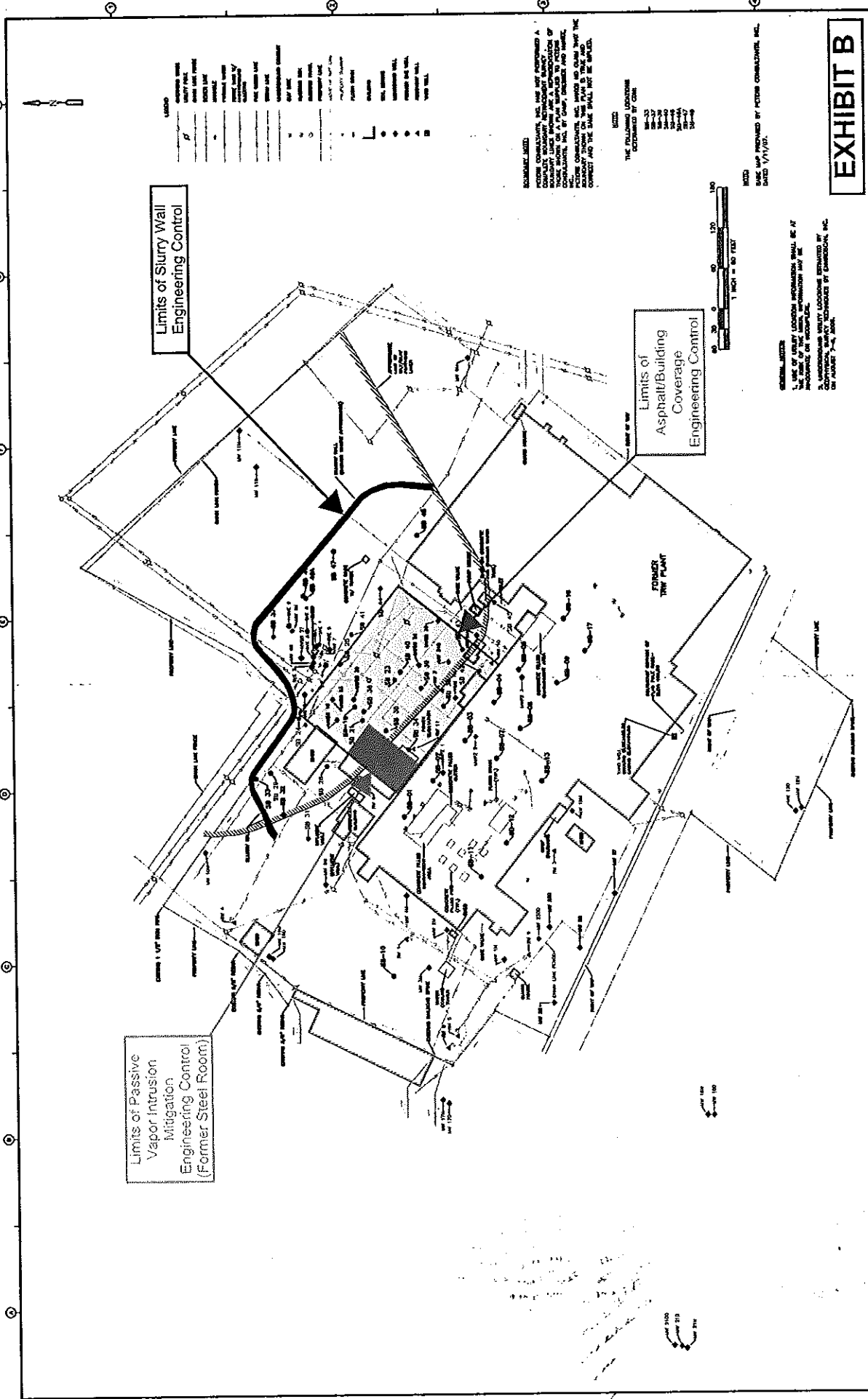
UNDER AND SUBJECT, NEVERTHELESS, to the conditions that the Grantee, its successors and assigns, shall not, at any time hereafter, erect or cause to be erected a house or other structure, (including swimming pools), or store any inflammable or explosive material upon the piece or parcel of land hereinabove described.

ALSO UNDER AND SUBJECT, nevertheless, to all exceptions and reservations in the chain of title to the above-described premises insofar as they may now or hereafter affect said premises.

BEING the same premises acquired by TRW, Inc. by Deed recorded in Montour County Record Book 160, Page 1150.

TOGETHER WITH all rights pursuant to an Easement Agreement granted by TRW Federal Credit Union to TRW, Inc. Dated June 14, 2001, and recorded in Montour County Record Book 222, Page 1505.

EXHIBIT B
MAP OF THE PROPERTY



Limits of Slurry Wall Engineering Control

Limits of Asphalt/Building Coverage Engineering Control

Limits of Passive Vapor Intrusion Mitigation Engineering Control (Former Steel Room)

LEGEND

1	ENGINEERING CONTROL LIMITS
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50	ENGINEERING CONTROL LIMITS

GENERAL NOTES
 1. LIMITS OF SLURRY WALL ENGINEERING CONTROL SHALL BE AT THE PERIMETER OF THE BUILDING, AND INFORMATION MAY BE OBTAINED FROM THE BOREHOLE LOGS PROVIDED BY DANVERSON, INC. ON AUGUST 7-8, 2002.

DATE MAP PROVIDED BY PETERSON CONSULTANTS, INC. DATED 11/11/02.

SCALE: 1 INCH = 50 FEET

EXHIBIT B

FORMER TRW FACILITY DANVILLE, PENNSYLVANIA		BORING LOCATIONS AND SITE SURVEY		FIGURE 2-2	
CDM Camp Dresser & McKee		DATE: 02/27/08		DRAWN BY: [Name]	
PROJECT NO. 02-00000000		DATE: 02/27/08		SCALE: 1" = 50'	
SHEET NO. 001		TOTAL SHEETS: 001		DATE: 02/27/08	
PROJECT: FORMER TRW FACILITY DANVILLE, PENNSYLVANIA		SHEET: 001		DATE: 02/27/08	

EXHIBIT C
2007 PROPERTY SALE AGREEMENT
ACTIVITY AND USE RESTRICTIONS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made by and between TRW Automotive U.S. LLC, a Delaware limited liability company ("Seller") and MBC DEVELOPMENT, LP, a Pennsylvania limited partnership ("Buyer"). The Effective Date of this Agreement shall be the date this Agreement is signed by Seller, if Seller is the last to sign, or by Buyer, if Buyer is the last to sign.

7.7 – Deed Notice and Future Use Restrictions: Closure, as defined in Section 7.6, is based upon achieving either the Statewide Health Based Standards for non-residential use and/or the Site-Specific Cleanup Standard for non-residential use. Buyer agrees that such standards are acceptable, as well as certain restrictions on future use of the Property consistent with achieving either standard, which future use restrictions shall include:


- a. prohibition on using the groundwater on the Property for any purpose;
- b. restricting the use of the Property to commercial or industrial activities, excluding schools, nursing homes, daycare centers, and other residential style facilities and recreational areas; and
- c. prohibition on digging or excavating any soil in those areas of Identified Contamination, except as it may be necessary to install adequate foundation bearing support features or underground utilities in those areas, and then only in accordance with a health and safety plan which addresses possible worker exposure and proper management of contaminated soil, ground water and other

materials.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates specified below.

SELLER:

TRW Automotive U.S. LLC,
a Delaware limited liability company

By: 
Printed Name: DAVID L. BIALOSKY
Title: VICE PRESIDENT GENERAL COUNSEL & SECRETARY

Date: Sept 28, 2007

BUYER:

MBC Development, LP
a(n) Pennsylvania limited partnership

By: _____
Printed Name: _____
Title: _____

Date: _____, 2007

ASSIGNMENT OF SALES AGREEMENT

THIS ASSIGNMENT OF SALES AGREEMENT (the "Assignment") is made and entered into this 17th day of December, 2007 (the "Effective Date") by and between MBC DEVELOPMENT, LP, a Pennsylvania limited partnership (the "Assignor") and MBC DANVILLE, LP, a Pennsylvania limited partnership (the "Assignee").

Recitals

WHEREAS, on September 28, 2007, the Assignor, as Buyer, and TRW Automotive U.S., LLC, a Delaware limited liability company (the "Seller"), entered into that certain Purchase Agreement, as amended (collectively, the "Agreement"), for the sale of property known and located as 601 East Market Street, Danville, Montour County, Pennsylvania;

WHEREAS, as provided for in the Agreement, the Assignor is permitted to assign all of his right, title, interest and obligations in, to and under the Agreement to the Assignee;

WHEREAS, the Assignor desires to assign and the Assignee desires to assume all of the Assignor's right, title, interest and obligations under the Agreement.

NOW, THEREFORE, intending to be legally bound, for other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by this reference and made a part hereof.
2. Assignment. The Assignor hereby assigns to Assignee all of its right, title, interest and obligations in, to and under the Agreement to the Assignee, said Assignment to be effective as of the Effective Date.
3. Assumption. The Assignee hereby accepts the said Assignment of the Assignor's right, title, interest and obligations in, to and under the Agreement and agrees to be bound by all of the terms and conditions of the aforesaid Assignment.
4. Legally Binding. All agreements, covenants, conditions and obligations contained in this Assignment shall be legally binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns.
5. Complete Agreement. This Assignment constitutes the entire understanding and agreement of the Assignor and the Assignee and supersedes all prior agreements and understandings between them whether verbal or written with respect to the subject matter hereof.
6. Modification. No oral modifications hereof shall be binding upon the parties and any modifications shall be in writing and signed by the parties.

7. Counterpart. This Assignment may be signed in any number of counterparts, each of which shall be an original and, when taken together, shall constitute one agreement.

8. Governing Law. This Assignment shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to authorship.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the day and year first above written.

WITNESS/ATTEST:

Bernadette A. McCord

ASSIGNOR:
MBC DEVELOPMENT, LP

By: James L. Miller
James L. Miller, General Partner

ASSIGNEE:
MBC DANVILLE, LP

By: Danville Management, LLC, its
General Partner

Bernadette A. McCord

By: James L. Miller
James L. Miller, President of
Danville Management, LLC