

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 559-3077

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manteri - Deputy



Book - 2013-1 Starting Page - 119170

*Total Pages - 12

Instrument Number - 2013015761
Recorded On 5/9/2013 At 1:05:36 PM

NCGIS Registry UPI Certification
On May 8, 2013 By HG

* Instrument Type - COVENANTS
Invoice Number - 741552

* Grantor - SANDS BETHWORKS RETAIL LLC

* Grantee - PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
User - LMC

* Customer - SIMPLIFILE LC E-RECORDING

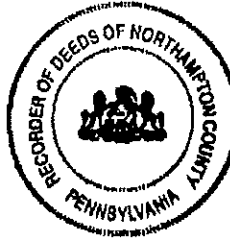
*** FEES**

STATE WRIT TAX
RECORDING FEES
COUNTY RECORDS
IMPROVEMENT FEE
DEEDS RECORDS
IMPROVEMENT FEE
UPI CERTIFICATION FEE
TOTAL PAID

***RECORDED BY:**

\$0.50 NORRIS MCLAUGHLIN & MARCUS, P.A.
\$27.00 1611 POND ROAD, SUITE 300
\$2.00 ALLENTOWN, PA 18104
\$3.00

\$30.00 I hereby CERTIFY that this document is recorded in the
\$62.50 Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2013-1

Page: 119170

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* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

PREPARED BY:

Norris McLaughlin & Marcus, P.A.
The Paragon Centre, Suite 300
1611 Pond Road, Allentown, Pennsylvania 18104 Lehigh County
Phone: 610-391-1800; Fax: 610-391-1805

RETURN TO:

Norris McLaughlin & Marcus, P.A.
The Paragon Centre, Suite 300
1611 Pond Road, Allentown, Pennsylvania 18104 Lehigh County
Phone: 610-391-1800; Fax: 610-391-1805
ATTN: John F. Lushis, Jr., Esquire

The County Parcel Identification Numbers of the Property subject to this Environmental Covenant are: P6-2-2-19, P6-2-2-20 (part) and P6-2-2-22. *City of Bethlehem*

GRANTOR: Sands Bethworks Retail LLC
PROPERTY ADDRESS: 77 Sands Boulevard
Bethlehem, PA 18015

**ENVIRONMENTAL COVENANT - ENVIRONMENTAL COVENANT FOR
SANDS BETHWORKS RETAIL LLC – FORMER BETHLEHEM STEEL
GENERAL SALES OFFICE BUILDING**

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 (“PADEP”).

1. **Property Affected.** The property affected (the “Property”) by this Environmental Covenant is located in the City of Bethlehem, Northampton County, Pennsylvania.

The current postal street address of the Property is: **77 Sands Boulevard, Bethlehem, PA 18015.**

The County Parcel Identification Nos. of the Property are: P6-2-2-19, P6-2-2-20 (part) and P6-2-2-22.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: latitude: 40.61243; longitude: -75.369.11.

The Property has been known by the following names: **a portion of Bethlehem Works Property, Phase I; Bethlehem Steel General Sales Office Building; Bethlehem Steel**

Sales General Office; portion of former Bethlehem Steel Corporation, Bethlehem Plant site; and Sands Casino – Resort Bethlehem.

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.

(a) Sands Bethworks Retail LLC is the owner of the Property and the Grantor and Grantee of this Environmental Covenant. As the Grantee, Sands Bethworks Retail LLC is also the Holder under UECA. Sands Bethworks Retail LLC shall remain a Holder under this Environmental Covenant until it has conveyed title to all, but not less than all, of the Property to one or more third parties. Upon the conveyance of any portion of the Property, the grantee of that portion shall become a Holder under this Environmental Covenant with respect to the portion of the Property so conveyed.

(b) The mailing address of the owner is 77 Sands Boulevard, Bethlehem, PA 18015

3. Description of Contamination and Remedy

Bethlehem Steel Corporation's ("BSC") former corporate office building, which subsequently was used as BSC's general sales office building (the "Building"), is located on the Property. Sands Bethworks Retail LLC desires to modify the Building to allow it to be used for residential purposes. The Property, which is part of the "Bethlehem Works Property" ("BWP") of BSC, was included within the soils and groundwater assessments conducted by BSC at the BWP between 1995 and 2000 with oversight by the United States Environmental Protection Agency and PADEP. Several samples at the BWP contained concentrations of heavy metals; however, none of the concentrations exceeded Pennsylvania's Statewide Health Standards for non-residential use. With respect to groundwater, which was investigated across the entire BWP, some volatile organic compounds (VOCs) were detected above their respective Maximum Contaminant Levels established by the Safe Drinking Water Act, 42 U.S.C. Section 300g-1, although a supplemental monitoring program completed in 2000 showed that those VOC levels did not adversely impact human health or the environment.

PADEP approved the Final Reports for groundwater and soils and provided BSC a release of liability for groundwater on April 5, 1999, and a release of liability for soils on February 13, 2003. PADEP's approval of the Final Reports was contingent upon owners of property within the BWP placing restrictive covenants on land and groundwater use. This contingency was met by the execution and recordation by BSC of a document entitled "Bethlehem Works Declaration of Covenants, Conditions, Restrictions, Release and Indemnification" dated October 12, 2001, and recorded in the Recorder of Deeds' Office in and for Northampton County (the "Recorder's Office") in Book 2001-1, at page 212961, which is being terminated by document dated the date hereof and about to be recorded in the Recorder's Office.

Specifically with respect to the Property, PADEP approved a Final Report entitled "Final Report for Soils and Groundwater -- Steel General Office Building -- Bethlehem Works Property -- Bethlchem, Pennsylvania" dated March 2003 and additional reports that were submitted to PADEP to support the use the Building for residential purposes.

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:

(a) The Property shall not be used for any residential, recreational or agricultural purposes except as expressly provided below. Without limiting the generality of the foregoing, the Property shall not be used for any of the following purposes:

(i) Single family or multi-family dwellings or otherwise as a residence or dwelling quarters for any person or persons; provided, however, that as long as the Building shall remain on the Property, the Building may be used for single family apartments or condominium units;

(ii) Unpaved parks or unpaved playgrounds having playground equipment including, without limitation, swing sets and sand boxes, erected or installed on such parks or playgrounds;

(iii) Campgrounds;

(iv) Daycare centers, nurseries, kindergartens, elementary and secondary schools, or similar facilities; provided, however, that daycare centers located inside of the Building for the use of the residents thereof shall be permitted;

(v) Hospitals, nursing homes, shelters or similar facilities;

(vi) Cemeteries; and

(vii) The planting and raising of plants and crops for human consumption; provided, however, that residents of the Building may raise garden-variety vegetable plants such as, but not limited to, tomato plants, within their residences.

(b) Any digging, excavating, grading, pile driving or other earth-moving activities on the Property or any part thereof, including, without limitation, the excavation or removal of asphalt, concrete, soil or other ground cover and foundations and the digging of foundations for buildings and trenches for utility facilities, shall be conducted in compliance with all applicable federal, state and local rules, regulations and ordinances including, without limitation, those pertaining to the environment and those pertaining to human health and occupational safety.

(c) Without limiting the foregoing requirements, if any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Property, such asphalt, concrete, soil and other ground cover shall be stored, managed, transported and disposed of in compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, those pertaining to the environment and those pertaining to human health and occupational safety.

(d) In order to maintain the Property in a condition consistent with the Pennsylvania Land Recycling and Environment Remediation Standards Acts, 35 P.S. §6026.101 *et seq.* ("Act 2"), if any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Property, remaining soils or other materials in the area where such excavation or removal occurred shall either (i) be demonstrated to meet, by the sampling and analysis thereof or such other means as may then be generally accepted, Statewide Health Standards or a site-specific numeric value developed according to the procedures set forth in 25 Pa. Code Chapter 250 Subchapter F and approved by PADEP, or any successor agency thereto, and all applicable federal, state and local laws, regulations and ordinances pertaining to the environment, human health and occupational safety or (ii) be covered with material that provides protection to the extent necessary to eliminate pathways of exposure to the underlying soil, which cover material shall consist of (A) new asphalt, (B) new concrete, (C) not less than twelve (12) inches of (I) clean soil, (II) clean fill (as defined by applicable laws and regulations) or (III) materials approved by PADEP or any successor agency thereto, or (D) such other commercially available material of a thickness that is capable of physically supporting the intended use of the area where such excavation or removal occurred and that provides protection to the extent necessary to eliminate pathways of exposure to and from the underlying soil (the materials referred to in clauses (C) and (D) of this subparagraph (d) being herein defined as "Alternative Cover"). Such new asphalt, new concrete or Alternative Cover shall be placed on the Property in the area where the excavation or removal occurred within such period of time as shall be prescribed by the worker health and occupational safety plan developed with respect to such excavation or removal, if such plan is then required by applicable laws, regulations and ordinances, or within such period of time as shall otherwise be protective of workers' health. All asphalt, concrete, soil or other ground cover, including Alternative Cover, located on the Property on or after the date hereof shall be maintained by each owner of the Property where such Alternative Cover is located in good and proper repair.

(e) Groundwater from beneath the surface of the Property or any part thereof shall not be used for any purpose and no wells for the extraction thereof shall be installed, permitted or utilized on the Property or any part thereof, provided, however, that monitoring wells and treatment wells may be installed and operated on the Property solely for the purposes of monitoring, treating and remediating such groundwater.

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

6. **Compliance Reporting.** After written request by PADEP, the then current owner or owners of the Property shall submit to PADEP written documentation stating whether or not the use of the portion of the Property owned by such owner or owners is in compliance with the activity and use limitations in this Environmental Covenant. In addition, within thirty (30) days after any of the following events, the then current owner or owners of the Property shall submit to PADEP written documentation specifying: any noncompliance with the activity and use limitations in this Environmental Covenant; the transfer of the portion or portions of the Property owned by such owner or owners; changes in use of the portion or portions of the Property owned by such owner or owners; or the filing of applications for building permits for the portion or portions of the Property owned by such owner or owners and/or any proposals for any site work, if the building or proposed site work will affect the contamination on the portion or portions of the Property owned by such owner or owners of the Property.

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

8. **Recording and Proof and Notification.** Within thirty (30) days after the date of PADEP's approval of this Environmental Covenant, Sands Bethworks Retail LLC shall record this Environmental Covenant in the Recorder's Office and send a file-stamped copy of this Environmental Covenant to PADEP within sixty (60) days of recording. Within such sixty (60)-day time period, Sands Bethworks Retail LLC also shall send a file-stamped copy of this Environmental Covenant to the City of Bethlehem and the County of Northampton.

9. **Termination or Modification.**

(a) This Environmental Covenant may only be 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 of Pennsylvania provided that: (i) PADEP 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; (ii) PADEP determines that such termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (iii) PADEP provides, or causes to be provided, thirty (30) days' advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed this Environmental Covenant or successors-in-interest or assigns to such persons.

(c) This Environmental Covenant shall terminate upon attainment, in accordance with Act 2 (35 P.S. §§ 6026.101 et seq.), with an unrestricted use remediation standard for the above-described contamination at the Property. PADEP must approve, in writing, such termination.

(d) In accordance with 27 Pa. C.S. §6510(a)(3)(i), the Grantor/Grantee hereby waives the right to consent to any amendment or termination of this Environmental Covenant by consent if the Grantor/Grantee later conveys title to all of the Property, it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph 9(d) requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the then owner or owners of the Property and (ii) PADEP.

10. **PADEP's Address.** Communications with PADEP regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection
Regional Environmental Cleanup Manager
2 Public Square
Wilkes Barre, PA 18711-0790

Pennsylvania Department of Environmental Protection
Director, Land Recycling Program
Rachael Carson State Office Building
400 Market Street
Harrisburg, PA 17015


11. **Multiple Counterparts.** This Environmental Covenant may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original and such counterparts shall constitute but one and the same instrument.

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.

GRANTOR:

Sands Bethworks Retail LLC


Date: March 21, 2013

By: 
Name: ROBERT J. SZALWIO
Title: PRESIDENT

APPROVED:

Commonwealth of Pennsylvania,
Department of Environmental Protection

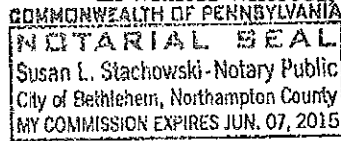
Date: April 25, 2013

By: 
Name: Roy A. Conrad
Title: Region Manager

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF NORTHAMPTON) SS:

On this 21 day of MARCH, 2013, before me, the undersigned officer, personally appeared Robert J. DeSalvo who acknowledged himself/herself to be the PRESIDENT of Sands Bethworks Retail LLC, a Pennsylvania limited liability company, and he/she as such PRESIDENT, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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



Susan L. Stachowski
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Dauphin) SS:

On this 25 day of April, 2013, before me, the undersigned officer, personally appeared Troy Conrad, who acknowledged himself/herself to be the Director Lang Recycling of the Commonwealth of Pennsylvania, Department of Environmental Protection, Central Office Land Recycling, and that he/she, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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

Cory Lee Baker
Notary Public

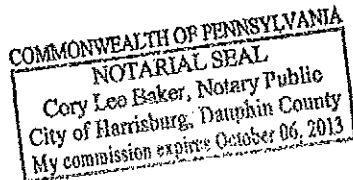


EXHIBIT A

Description of Property – Metes and Bounds

ALL THAT CERTAIN building known as the Bethlehem Steel Corporation SGO Building situate along the northerly side of East Third Street, between Polk Street and Founders Way, in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania. Said building situate on Lots 18, 19, 20 and 22 as shown on the Bethlehem Works-Phase One subdivision plan dated March 24, 1999, latest revision date being April 24, 2000, as prepared by Keystone Consulting Engineers, Inc. of Bethlehem, Pennsylvania, and recorded in Map Book 2000-1 Page 195 in the Office of the Recorder of Deeds for Northampton County at Easton, Pennsylvania, described as follows, to wit:

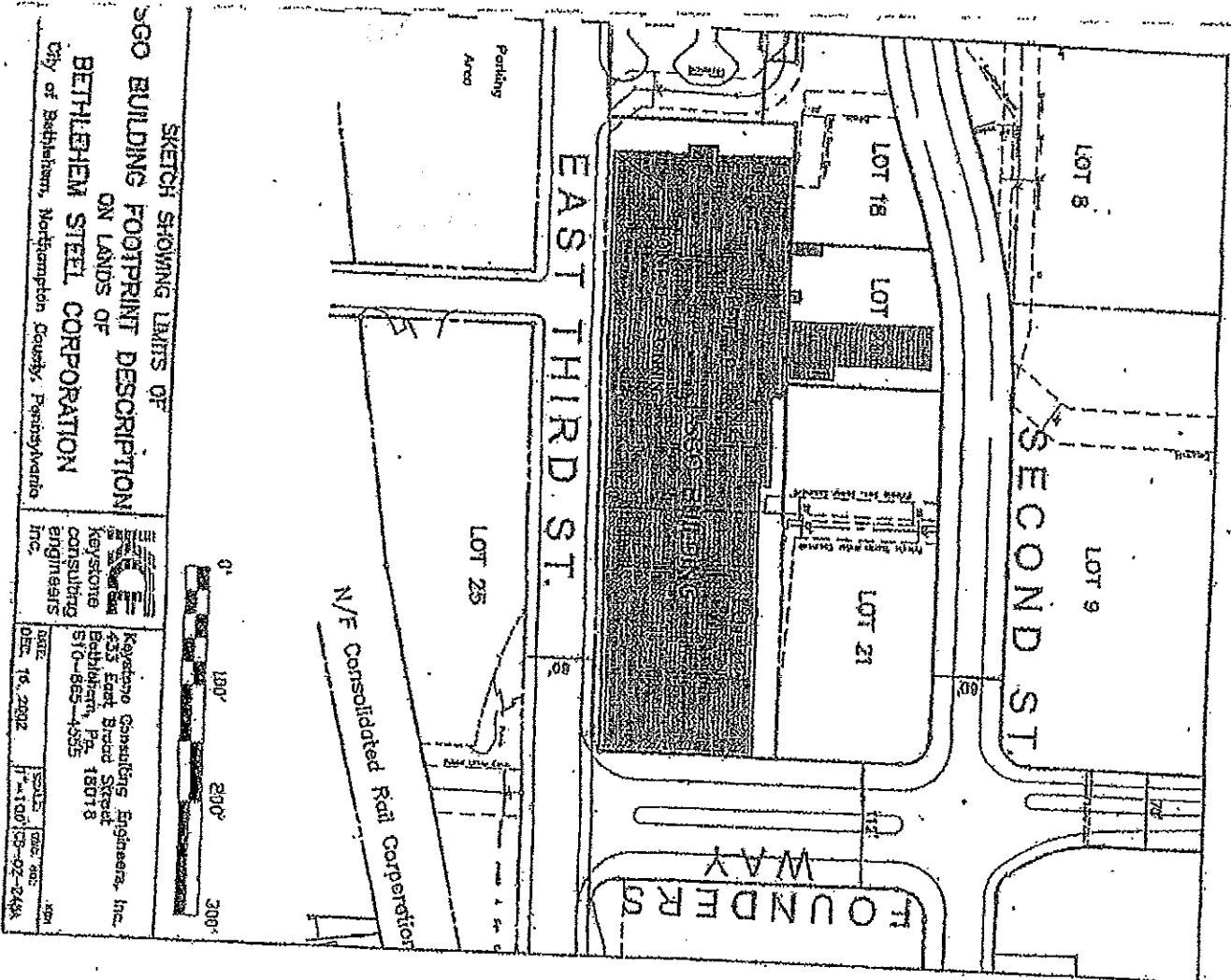
Beginning at a building corner, said building corner being the following two (2) courses and distances from the southwesterly property corner of Lot 19 of the aforementioned Bethlehem Works-Phase One subdivision: 1) North 89° 34' 01" East, 29.75 feet to a point 2) North 00° 25' 55" West, 5.72 feet to the True Point of Beginning. Thence along the exterior edge of the SGO Building the following 46 courses and distances:

- 1) North 00° 22' 21" West, 50.42 feet to a building corner;
- 2) North 89° 13' 35" East, 1.34 feet to a building corner;
- 3) North 00° 40' 46" West, 9.64 feet to a building corner;
- 4) South 89° 37' 22" West, 0.72 feet to a point;
- 5) North 00° 22' 38" West, 5.28 feet to a point;
- 6) South 89° 37' 22" West, 7.83 feet to a building corner;
- 7) North 00° 22' 38" West, 24.61 feet to a building corner;
- 8) North 89° 37' 22" East, 7.83 feet to a point;
- 9) North 00° 22' 38" West, 5.35 feet to a point;
- 10) North 89° 37' 22" East, 0.76 feet to a building corner;
- 11) North 00° 23' 22" West, 9.58 feet to a building corner;
- 12) South 89° 57' 18" West, 1.32 feet to a building corner;
- 13) North 00° 19' 27" West, 50.83 feet to a building corner;
- 14) North 89° 40' 27" East, 72.89 feet to a building corner;
- 15) North 00° 23' 42" West, 26.01 feet to a building corner;
- 16) North 89° 05' 31" East, 9.98 feet to a building corner;
- 17) South 00° 18' 56" East, 26.06 feet to a building corner;
- 18) North 89° 40' 01" East, 31.66 feet to a building corner;
- 19) North 00° 24' 16" West, 8.96 feet to a building corner;
- 20) North 89° 25' 23" East, 9.38 feet to a building corner;
- 21) South 00° 17' 14" East, 8.92 feet to a building corner;
- 22) North 89° 35' 36" East, 15.86 feet to a building corner;
- 23) North 00° 22' 03" West, 121.80 feet to a building corner;
- 24) North 89° 40' 49" East, 35.63 feet to a building corner;
- 25) South 00° 24' 37" East, 81.63 feet to a building corner;
- 26) North 89° 03' 27" East, 12.61 feet to a building corner;
- 27) South 00° 29' 42" East, 36.96 feet to a building corner;
- 28) South 89° 39' 16" West, 12.67 feet to a building corner;
- 29) South 00° 36' 27" East, 4.00 feet to a building corner;
- 30) North 89° 28' 43" West, 5.78 feet to a building corner;
- 31) South 00° 17' 15" East, 2.15 feet to a building corner;
- 32) North 89° 24' 50" East, 36.00 feet to a building corner;
- 33) South 00° 11' 12" East, 9.10 feet to a building corner;
- 34) North 89° 37' 27" East, 75.08 feet to a building corner;
- 35) South 00° 38' 54" East, 8.96 feet to a building corner;
- 36) North 89° 35' 36" East, 228.16 feet to a building corner;
- 37) South 00° 23' 30" East, 133.94 feet to a building corner;
- 38) South 89° 36' 45" West, 204.29 feet to a building corner;
- 39) South 00° 23' 15" East, 1.26 feet to a building corner;
- 40) South 89° 40' 21" West, 24.67 feet to a building corner;
- 41) North 00° 23' 04" West, 1.01 feet to a building corner;
- 42) South 89° 36' 56" West, 110.40 feet to a building corner;
- 43) South 00° 23' 04" East, 1.00 feet to a building corner;
- 44) South 89° 33' 52" West, 168.48 feet to a building corner;
- 45) North 00° 16' 47" West, 0.32 feet to a building corner;
- 46) South 89° 43' 13" West, 1.98 feet to a building corner, the point and place of BEGINNING.

CONTAINING 78714 square feet or 1.8070 acres, more or less.

The preceding description being in accordance with field building corner location survey conducted by Keystone Consulting Engineers, Inc. as of December 12, 2002.

EXIBIT B
Map of Property



COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
 NORTHAMPTON COUNTY GOVERNMENT CENTER
 669 WASHINGTON STREET
 EASTON, PENNSYLVANIA 18042-7486
 Area Code (610) 559-3077
 Andrea F. Suter - Recorder
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 Barbara L. Manieri - Deputy



Book - 2013-1 Starting Page - 131157

*Total Pages - 11

Instrument Number - 2013017334

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NCGIS Registry UPI Certification On May 22, 2013 By HG

* Instrument Type - TERMINATION OF MISCELLANEOUS PAPER

Invoice Number - 742843

* Grantor - SANDS BETHWORKS RETAIL LLC

* Grantee - SANDS BETHWORKS RETAIL LLC

User - KSK

* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE WRIT TAX
 RECORDING FEES
 COUNTY RECORDS
 IMPROVEMENT FEE
 DEEDS RECORDS
 IMPROVEMENT FEE
 UPI CERTIFICATION FEE
 TOTAL PAID

***RECORDED BY:**

\$0.50 NORRIS MCLAUGHLIN & MARCUS, P.A.
 \$25.00 1611 POND ROAD, SUITE 300
 \$2.00 ALLENTOWN, PA 18104

\$3.00

\$10.00 I hereby CERTIFY that this document is recorded in the
 \$40.50 Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

<p>THIS IS A CERTIFICATION PAGE</p> <p><u>Do Not Detach</u></p> <p>THIS PAGE IS NOW THE FIRST PAGE OF THIS LEGAL DOCUMENT</p>
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Book: 2013-1

Page: 131157



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PREPARED BY:

Norris McLaughlin & Marcus, P.A.
The Paragon Centre, Suite 300
1611 Pond Road, Allentown, Pennsylvania 18104 Lehigh County
Phone: 610-391-1800; Fax: 610-391-1805

RETURN TO:

Norris McLaughlin & Marcus, P.A.
The Paragon Centre, Suite 300
1611 Pond Road, Allentown, Pennsylvania 18104 Lehigh County
Phone: 610-391-1800; Fax: 610-391-1805
ATTN: John F. Lushis, Jr., Esquire

The County Parcel Identification No. of the Property is: P6-2-2
Municipality: City of Bethlehem, Northampton County, PA.

**TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RELEASE AND INDEMNIFICATION
(Phase II)**

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RELEASE AND INDEMNIFICATION (this "Termination") is made this 21 day of March, 2013, by SANDS BETHWORKS RETAIL LLC, a Pennsylvania limited liability company, having an office at 77 Sands Boulevard, Bethlehem, Pennsylvania 18015 ("Sands Gaming").

BACKGROUND

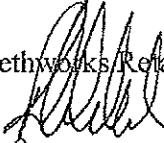
A. Tecumseh Redevelopment Inc, a Delaware corporation ("Tecumseh"), subjected certain property (the "Property") located in the City of Bethlehem, Northampton County, Pennsylvania then owned by Tecumseh to certain use and activity restrictions and limitations pursuant to Declaration of Covenants, Conditions, Restrictions, Release and Indemnification dated September 13, 2004, and recorded in the Recorder of Deeds' Office in and for Northampton County, Pennsylvania in Book Vol. 2004-1, at Page 364515 (the "Declaration"), which Property is more fully described in the Declaration, and attached here as Exhibit "A".

B. Section 7 of the Declaration provides that for as long as Tecumseh, its successors and assigns, shall have the right to enforce the conditions, covenants, restrictions, release and indemnification contained in the Declaration, Tecumseh, its successors and assigns, shall have the right to terminate the Declaration without the consent of the other owners of the Property provided, that such termination is acceptable to the Commonwealth of Pennsylvania, Department of Environmental Protection.

C. Sands Retail is a successor assignee of Tecumseh and a current owner of portions of the Property and pursuant to Section 7 of the Declaration currently holds the right to enforce the Declaration.

D. Sands Retail desires to terminate the Declaration.

NOW, THEREFORE, the Declaration shall be and hereby is terminated and cancelled as of the date hereof.

Sands Bethworks Retail LLC
By: 
Name: ROBERT J. DESALVIO
Title: PRESIDENT

Date: March 21, 2013

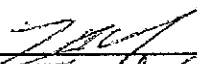
ACKNOWLEDGMENT OF COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In light of the Environmental Covenants recently recorded regarding the Property, the Commonwealth of Pennsylvania, Department of Environmental Protection hereby acknowledges that the foregoing termination of the Declaration is acceptable.

ACKNOWLEDGED:

Commonwealth of Pennsylvania,
Department of Environmental Protection

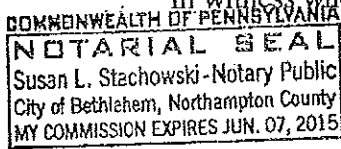
Date: MAY 13, 2013

By: 
Name: Troy A. Conrad
Title: Manager

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF NORTHAMPTON) SS:

On this 21 day of MARCH, 2013, before me, the undersigned officer, personally appeared Robert J. DeSalvo who acknowledged himself/herself to be the President of Sand Bethworks Retail LLC, a Pennsylvania limited liability company, and he/she as such PRESIDENT, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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



Susan L. Stachowski
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Dauphin) SS:

On this 13 day of May, 2013, before me, the undersigned officer, personally appeared Cory Lee Baker, who acknowledged himself/herself to be the Program Mgr. LRP [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, CENTRAL OFFICE [insert name of regional office], and that he/she, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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

Cory Lee Baker
Notary Public

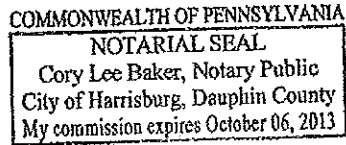


EXHIBIT A

PHASE TWO
Bethlehem Works Property

All that certain tract of land, situate in the City of Bethlehem, Northampton County, Pennsylvania, which is bounded and described as follows:

BEGINNING at southwesterly corner of the tract of land that was conveyed by Bethlehem Steel Corporation to Lehigh Heavy Forge Corporation, under its then name Lehigh Forge Corporation, by Deed dated September 19, 1997, and recorded in the Office for Recording of Deeds in and for said Northampton County in Deed Book Vol. 1997-1, at page 105338; being on the northerly line of the right of way of Daly Avenue (S.R. 412); thence, along said northerly line, the following twenty-five (25) courses and distances: (1) North sixty-seven degrees forty-eight minutes twenty-three seconds West (N. $67^{\circ} 48' 23''$ W.) thirty-three and ninety-eight one-hundredths (33.98) feet, (2) north seventy-four degrees forty-two minutes thirty-five Seconds West (N. $74^{\circ} 42' 35''$ W.) one hundred twenty-eight and twenty one-hundredths (128.20) feet (3) North seventy-four degrees twenty minutes twenty-five seconds West (N. $74^{\circ} 20' 25''$ W.) one hundred seventy-seven and ninety-two one-hundredths (177.92) feet, (4) South eighty-seven degrees forty-four minutes ten seconds West (S. $87^{\circ} 44' 10''$ W.) fifty-three and sixteen one-hundredths (53.16) feet, (5) South eighteen degrees forty-four minutes fifty seconds West (S. $18^{\circ} 44' 50''$ W.) one and three one-hundredths (1.03) feet, (6) North seventy-one degrees fifteen minutes ten seconds West (N. $71^{\circ} 15' 10''$ W.) fifteen and forty-one one-hundredths (15.41) feet, (7) North seventy-five degrees one minute seventeen seconds

West (N. 75° 01' 17" W.) one hundred fifty-three and seventy-six one-hundredths (153.76) feet, (8) North eighteen degrees fifty-eight minutes twenty-seven seconds East (N. 18° 58' 27" E.) eight and ninety-six one-hundredths (8.96) feet, (9) North fifty-seven degrees fifty-nine minutes twenty-two seconds West (N. 57° 59' 22" W.) fifty and sixty-eight one-hundredths (50.68) feet, (10) North sixty-five degrees forty-nine minutes two seconds West (N. 65° 49' 02" W.) one hundred forty-eight and eight one-hundredths (148.08) feet, (11) North sixty-eight degrees thirteen minutes seventeen seconds West (N. 68° 13' 17" W.) ninety-nine and fifty-eight one-hundredths (99.59) feet, (12) North seventy degrees thirty minutes fifty-six seconds West (N. 70° 30' 56" W.) fifty-three and twenty-five one-hundredths (53.25) feet, (13) North sixty-six degrees thirteen minutes twenty-five seconds West (N. 66° 13' 25" W.) sixty-three and seventy-eight one-hundredths (63.78) feet, (14) northwesterly by a curve to the right the radius of which is one hundred twenty and no one-hundredths (120.00) feet and the chord of which bears North forty-four degrees forty-six minutes zero seconds West (N. 44° 46' 00" W.) eighty-seven and seventy-nine one-hundredths (87.79) feet, an arc distance of eighty-nine and eighty-eight one-hundredths (89.88) feet, (15) North six degrees fourteen minutes thirty seconds West (N. 06° 14' 30" W.) fifty-five and thirty-three one-hundredths (55.33) feet, (16) South eighty-nine degrees fifty-nine minutes three seconds West (S. 89° 59' 03" W.) one hundred eight and fifty one-hundredths (108.50) feet, (17) southwesterly by a curve to the right the radius of which is twenty-five and no one-hundredths (25.00) feet and the chord of which bears South forty-three degrees forty-two minutes twenty-six seconds West (S. 43° 42' 26" W.) thirty-five and thirty-seven one-hundredths (35.37) feet, an arc

distance of thirty-nine and twenty-nine one-hundredths (39.29) feet, (18) North eighty-four degrees one minute two seconds West (N. $84^{\circ} 01' 02''$ W.) one hundred ninety-four and ten one-hundredths (194.10) feet, (19) North seventy-nine degrees fifty-one minutes twenty-eight seconds West (N. $79^{\circ} 51' 28''$ W.) thirty-two and thirty-seven (32.37) feet, (20) North eighty-two degrees nineteen minutes forty-two seconds West (N. $82^{\circ} 19' 42''$ W.) one hundred twenty-eight and eighty-two one-hundredths (128.82) feet, (21) southwesterly by a curve to the left the radius of which is one thousand four hundred forty-eight and sixty-five one-hundredths (1,448.65) feet and the chord of which bears South eighty-eight degrees thirty-three minutes nineteen seconds West (S. $88^{\circ} 33' 19''$ W.) three hundred fourteen and twenty-five one-hundredths (314.25) feet, an arc distance of three hundred fourteen and eighty-seven one-hundredths (314.87) feet, (22) South eighty-five degrees thirteen minutes five seconds West (S. $85^{\circ} 13' 05''$ W.) seventy-nine and eighty-two one-hundredths (79.82) feet, (23) southwesterly by a curve to the left the radius of which is one thousand one hundred fifty-three and ninety-eight one-hundredths (1,153.98) feet and the chord of which bears South eighty degrees thirty-three minutes twenty seconds West (S. $80^{\circ} 33' 20''$ W.) one hundred forty-two and twelve one-hundredths (142.12) feet, an arc distance of one hundred forty-two and twenty-one one-hundredths (142.21) feet, (24) South seventy-five degrees fifty-nine minutes thirty-nine seconds West (S. $75^{\circ} 59' 39''$ W.) four hundred sixty-eight and ninety-six one-hundredths (468.96) feet, and (25) South seventy-five degrees fifty-four minutes nineteen seconds West (S. $75^{\circ} 54' 19''$ W.) three hundred forty-four and thirteen one-hundredths (344.13) feet, to the southeasterly corner of other lands of Bethlehem Steel Corporation

known as Phase One of Bethlehem Works; thence along said Phase One the following fifteen (15) courses and distances: (1) due North ninety-one and forty-six one-hundredths (91.46) feet, (2) northwesterly by a curve to the left the radius of which is sixty and no one-hundredths (60.00) feet and the chord of which bears North zero degrees two minutes ten seconds West (N. $00^{\circ} 02' 10''$ W.) one hundred twenty and no one-hundredths (120.00) feet, an arc distance of one hundred eighty-eight and fifty-seven one-hundredths (188.57) feet, (3) South eighty-nine degrees fifty-five minutes thirty-nine seconds West (S. $89^{\circ} 55' 39''$ W.) eighty-one and twenty-four one-hundredths (81.24) feet, (4) North zero degrees four minutes twenty-one seconds West (N. $00^{\circ} 04' 21''$ W.) sixty-five and no one-hundredths (65.00) feet, (5) South eighty-nine degrees fifty-five minutes thirty-nine seconds West (S. $89^{\circ} 55' 39''$ W.) three hundred seventy-one and sixty-four one-hundredths (371.64) feet, (6) North zero degrees four minutes twenty-one seconds West (N. $00^{\circ} 04' 21''$ W.) two hundred twenty and ninety-five one-hundredths (220.95) feet, (7) South eighty-nine degrees forty-nine minutes forty-nine seconds West (S. $89^{\circ} 49' 49''$ W.) one hundred seventy-six and forty-three one-hundredths (176.43) feet, (8) North zero degrees ten minutes eleven seconds West (N. $00^{\circ} 10' 11''$ W.) one hundred six and forty-eight one-hundredths (106.48) feet, (9) North seven degrees thirteen minutes thirty-three seconds East (N. $07^{\circ} 13' 33''$ E.) sixty and no one-hundredths (60.00) feet, (10) North eighty-two degrees forty-six minutes twenty-seven seconds West (N. $82^{\circ} 46' 27''$ W.) fifty and no one-hundredths (50.00) feet, (11) North zero degrees three minutes thirty-two seconds West (N. $00^{\circ} 03' 32''$ W.) one hundred and nine one-hundredths (100.09) feet, (12) South eighty-nine degrees fifty-six minutes twenty-eight seconds West

(S. $89^{\circ} 56' 28''$ W) eight hundred fifty-five and seventy-six one-hundredths (855.76) feet, (13) South zero degrees three minutes thirty-two seconds East (S. $00^{\circ} 03' 32''$ E.) eighty-four and no one-hundredths (84.00) feet, (14) South eighty-nine degrees fifty-six minutes twenty-eight seconds West (S. $89^{\circ} 56' 28''$ W.) one hundred sixty-four and no one-hundredths (164.00) feet, and (15) North zero degrees three minutes thirty-two seconds West (N. $00^{\circ} 03' 32''$ W.) three hundred forty-eight and ninety-five one-hundredths (348.95) feet; thence, leaving said Phase I of Bethlehem Works and continuing along other lands of said Bethlehem Steel Corporation, the following six (6) courses and distances: (1) northeastwardly by a curve to the right the radius of which is one thousand nine hundred three and seventy-eight one-hundredths (1903.78) feet and the chord of which bears North eighty-five degrees forty-four minutes thirty-one seconds East (N. $85^{\circ} 44' 31''$ E.) one hundred twenty-nine and fifty-nine one-hundredths (129.59) feet, an arc distance of one hundred twenty-nine and sixty-two one-hundredths (129.62) feet, (2) North eighty-nine degrees thirty-two minutes fifty-eight seconds East (N. $89^{\circ} 32' 58''$ E.) five hundred eighty-one and seventy-one one-hundredths (581.71) feet, (3) northeastwardly by a curve to the left the radius of which is three thousand seven hundred seventy-seven and eighteen one-hundredths (3775.18) feet and the chord of which bears North eighty-six degrees thirty-seven minutes four seconds East (N. $86^{\circ} 37' 04''$ E.) three hundred eighty-six and eighteen one-hundredths (386.18) feet, an arc distance of three hundred eighty-six and thirty-five one-hundredths (386.35) feet, (4) North eighty-three degrees forty-one minutes ten seconds East (N. $83^{\circ} 41' 10''$ E.) two thousand two hundred fifty-seven and seventeen one-hundredths (2257.17) feet, (4)

northeastwardly by a curve to the left the radius of which is one thousand seven hundred thirty-three and fifty-one-hundredths (1733.50) feet and the chord of which bears North seventy-six degrees twenty-two minutes thirty-two seconds East (N. $76^{\circ} 22' 32''$ E.) five hundred thirty-six and twenty-four one-hundredths (536.24) feet, an arc distance of five hundred thirty-eight and forty one-hundredths (538.40) feet, and (5) North sixty-seven degrees twenty-eight minutes forty seconds East (N. $67^{\circ} 28' 40''$ E.) ninety-five and forty-five one-hundredths (95.45) feet, and (6) South thirty-three degrees one minute fifty-five seconds East (S. $33^{\circ} 01' 55''$ E.) one hundred three and thirty one-hundredths (103.30) feet to the northwesterly corner of said tract of land now or formerly of said Lehigh Heavy Forge Corporation; thence, along the westerly line of said last-mentioned tract of land the following eight (8) courses and distances: (1) South thirty-three degrees one minute fifty-five seconds East (S. $33^{\circ} 01' 55''$ E.) forty-four and fifty-nine one-hundredths (44.59) feet, (2) South seventy-seven degrees forty-two minutes forty-two seconds East (S. $77^{\circ} 42' 42''$ E.) sixty-seven and forty-six one-hundredths (67.46) feet, (3) South forty-five degrees twenty-six minutes forty-three seconds East (S. $45^{\circ} 26' 43''$ E.) twenty-four and ninety-six one-hundredths (24.96) feet, (4) South thirty-two degrees twenty minutes three seconds East (S. $32^{\circ} 20' 03''$ E.) forty-four and thirteen one-hundredths (44.13) feet, (5) South thirty-seven degrees fifty minutes forty-nine seconds East (S. $37^{\circ} 50' 49''$ E.) fifty-three and ninety-six one-hundredths (53.96) feet, (6) South fifteen degrees two minutes ten seconds East (S. $15^{\circ} 02' 10''$ E.) two hundred twenty and ninety-one one-hundredths (220.91) feet, (7) South zero degrees twenty minutes forty-five seconds East (S. $00^{\circ} 20' 45''$ E.) five hundred forty and no one-hundredths (540.00) feet, and (8) South

eighteen degrees zero minutes thirty-eight seconds East (S. 18° 00' 38" E.) three hundred thirty and thirty one-hundredths (330.30) feet to the place of beginning; CONTAINING ninety-five and four hundred sixty-two one-thousandths (95.462) acres, more or less.

LESS AND EXCEPTING the tract of land that was conveyed by Tecumseh Redevelopment Inc. to Lehigh Valley Rail Management LLC by Quitclaim Deed dated May 24, 2004, and recorded in the real property records of Northampton County, Pennsylvania in Deed Book Vol. 2004-1, at page 233459.

TOTAL ACREAGE REMAINING 90.9993 ACRES, MORE OR LESS