

DECLARATION OF COVENANTS AND RESTRICTIONS

This DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made on the 10th day of October, 2018, by Lockheed Martin Corporation ("Lockheed Martin"), a corporation organized and existing under the laws of the State of Maryland with offices at 6801 Rockledge Drive, Bethesda, Maryland 20817.

WHEREAS, Lockheed Martin owns a parcel of real property located in the City of Manassas, Prince William County, Commonwealth of Virginia and described in **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, a former owner of the **Property**, International Business Machines Corporation ("**IBM**"), conducted significant investigation and remediation activities resulting in the determination that contaminants are present in soil and groundwater in parts of the **Property**; and

WHEREAS, pursuant to Section 3008(h) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6928(h), the **Property** is the subject of a Final Administrative Order on Consent ("**AOC**"), U.S. EPA Docket No. RCRA-III-032-CA, dated February 11, 1991, between the United States Environmental Protection Agency ("**USEPA**") and **IBM**; and

WHEREAS, **IBM** has certain obligations to perform groundwater remediation and monitoring (the "**Work**") as required by the **AOC**, including with respect to the management of subsurface soil in that portion of the **Property** designated as the "**Restricted Area**" in **Exhibit B** attached hereto, as detailed in the **IBM** Soil Management Plan for the **Property**, attached hereto as **Exhibit C**; and

WHEREAS, it is prudent to implement certain use restrictions and controls for a certain portion of the **Property** designated in Exhibit B as the **Restricted Area** in order to protect the public health and the environment;

NOW THEREFORE, Lockheed Martin, as the current owner of the **Property**, for itself and its successors and assigns, covenants that:

1. The **Property** subject to this Declaration is as shown on **Exhibit A**, which is attached hereto and made a part hereof.

2. Restrictions and Controls. All uses of the **Property** must comply with applicable federal, State, and local laws and regulations, as well as any required State or federal agency permits or approvals.

2.01 The use of the groundwater extracted on the **Property** for any purpose, including but not limited to potable, process, or irrigation water, is prohibited without the implementation of necessary water quality treatment that renders it safe for the intended use, as determined by authorized **Governmental Authorities**; and the pumping or extraction of groundwater extracted on the **Property**, other than that done by **IBM** in connection with the **Work**, is prohibited.

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Prince William County, VA
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Jacqueline C Smith, Esq., Clerk



2.02 With respect to the use of any portion of the **Property**, the installation and/or operation of any underground petroleum or chemical storage tanks, septic tanks or underground waste disposal systems is prohibited.

2.03 Use of the Property for any residential, daycare, pre-school or elementary school use is prohibited. Use of the portion of the **Property** designated in Exhibit B as the **Restricted Area** is limited to commercial and industrial uses.

2.04 With respect to the use of that portion of the **Property** designated in **Exhibit B** as the **Restricted Area**, upon excavation of any soil thereon, the owners and users thereof shall manage and dispose of such soils in accordance with the Soil Management Plan attached hereto as **Exhibit C, Environmental Laws**, and any other applicable statutory or regulatory requirements.

2.05 All wastes (other than soils, covered in Section 2.04) generated during any authorized construction or excavation activity in that portion of the **Property** designated in **Exhibit B** as the **Restricted Area** shall be disposed of in accordance with applicable laws and regulations, and any costs for the remediation, transportation and disposal of wastes shall be at the sole cost of the person undertaking the construction or excavation work.

2.06 In addition to the foregoing, prior to demolition of any building that existed on the portion of the **Property** designated in Exhibit B as the **Restricted Area** as of March 1994 (when the Property was sold from IBM to Lockheed Martin's predecessor), the owner or user must notify IBM and work with IBM to incorporate investigation, management, and remediation of soil and waste into the work plan, as necessary, prior to demolition.

2.07 An owner of the **Property** shall not disturb, remove, or otherwise interfere with the installation, use, operation, or maintenance of institutional or engineering controls installed, used, operated or maintained pursuant to the **Work** required by the **AOC**, including but not limited to the Soil Management Plan, and the owner of the **Property** shall ensure that any of its occupants (lessees, licensees, invitees, etc.) refrain from doing the same.

2.08 Any new building that is constructed on the **Property** shall have a vapor intrusion mitigation system.

2.09 The above-stated institutional and engineering controls may not be amended or terminated without a written amendment to or extinguishment of this Declaration undertaken pursuant to Section 9 of this Declaration.

3. Binding Effect. This Declaration is and shall be deemed a covenant that runs with the land and shall be binding upon all future owners of the **Property** and their successors and assigns. Until such time as the Declaration is extinguished pursuant to Section 9 of this Declaration, any deed or other instruments transferring any real property interest in all or any portion of the **Property** shall recite that the conveyance is subject to this

Declaration. Failure to include this recitation shall not impair the validity of this Declaration or impair its enforceability in any way.

4. Notice Requirement. An owner of the **Property** shall notify IBM at least sixty (60) days prior to the sale or transfer of any part of the **Property**. Notice(s) to be provided to IBM under any section of this Declaration shall be delivered (i) by email whenever possible and (ii) to the following address:

IBM Corporate Environmental Affairs
Attn: Environmental Counsel
1 North Castle Drive
Armonk, New York 10504

5. Reserved Rights. Lockheed Martin reserves for itself, its assigns, representatives, and successors in interest with respect to the **Property** all rights as fee owner of the **Property**, including:

5.01 Use of the **Property** for all purposes not inconsistent with, or limited by, the terms of this Declaration; and

5.02 The right to give, sell, assign, or otherwise transfer the underlying fee interest to the **Property** by operation of law, by deed, or by indenture, subject to this Declaration.

6. Definitions. As used in this Declaration,

6.01 “**Environmental Laws**” shall mean the Federal Water Pollution Control Act (33 U.S.C. Section 1317, et seq.), the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Federal Clean Air Act (42 U.S.C. Section 7401, et seq.), as well as other Laws relating directly or indirectly to the storage, use, manufacture, generation, transportation, discharge (including release) or disposal of Hazardous Materials in effect as of the recording date of this Declaration.

6.02 “**Governmental Authority**” means local, state and federal governmental and quasi-governmental agencies, departments, commissions, boards and bureaus, including all successors thereto, having jurisdiction over the **Property**.

6.03 “**Hazardous Materials**” shall mean and include any hazardous or toxic substance, material or waste (including constituents thereof) which is now or becomes regulated by **Governmental Authorities**, including any material or substance which is (a) listed or defined as a “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “hazardous substance” or “toxic substance” or words of similar import under the **Environmental Laws**, (b) petroleum and its byproducts, (c) radon gas, (d) polychlorinated biphenyl (PCBs), or (e) designated as a hazardous or toxic substance or waste or words of similar import by the **Environmental Laws**; except that, notwithstanding the foregoing or any other provision in this Lease to the contrary, the words “Hazardous Materials” shall not mean or include (i) contamination caused by normal application of pesticides, fungicides or other agricultural

products; (ii) groundwater or surface water contamination which is below levels which would be actionable under the Laws where action levels have been stated; (iii) any amount of hazardous substances released which is below the “reportable quantity” for that substance pursuant to all applicable **Environmental Laws**; (iv) asbestos containing materials and urea formaldehyde foam insulation, lead paint, or PCBs contained in building materials or fixtures, including but not limited to caulk and light fixtures; or (vii) a hazardous substance which is in situ and poses no immediate threat to Persons or the environment and does not require **Environmental Remediation Activity** under any **Environmental Laws**.

6.04 “**Release**” means any intentional or unintentional, negligent or non-negligent, sudden or non-sudden, accidental or non-accidental releasing, placing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

6.05 “**Environmental Remediation Activity**” means any response, removal, remedial or corrective action; any activity to clean up, detoxify, decontaminate, treat or contain any **Hazardous Material**; any actions to prevent, remediate or mitigate any **Release** or threatened **Release** of any **Hazardous Material**; and any investigation (including subsurface investigations), study, monitoring, assessment, sampling and testing (including soil and/or groundwater sampling activities) or laboratory or other analysis relating to any **Hazardous Material**.

7. Enforcement. The Declaration shall be enforceable in law or equity in perpetuity by and against any owner of the **Property**. The failure of an owner or his or her successors or assigns to enforce any of the terms contained in the Declaration shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Declaration.

8. Recordation. Lockheed Martin shall record this instrument in the Official Records of the Prince William County, Virginia, Clerk. Recordation of this Declaration shall constitute notice of the **AOC** to any future owner of the **Property** or successor in interest.

9. Amendment and Termination. This Declaration may be amended or terminated only by written instrument signed by the then current owner of the Property, with notice to IBM, which shall be recorded in the Official Records of the Prince William County, Virginia, Clerk. Such amendment or termination must be consistent with any ongoing remediation requirements based on then-existing environmental conditions at the Property.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date written below.

LOCKHEED MARTIN CORPORATION, A
Maryland Corporation

By: LMC Properties, Inc., pursuant to Irrevocable
Power of Attorney dated April 4, 2016

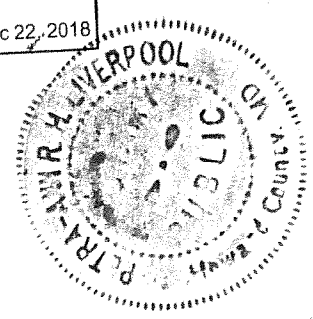
By: *Thomas M Green*
Printed Name: Thomas M Green
Title: Sr. Manager - Real Estate

STATE OF Maryland)
) ss:
COUNTY OF Baltimore)

On the 10th day of October, in the year 2018, before me, the undersigned, personally appeared Thomas M Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public – Commonwealth of Virginia PAAL Baltimore, Maryland

PETRA-ANN R.H. LIVERPOOL
Notary Public
Howard County
Maryland
My Commission Expires Dec 22, 2018



BK 2119PG 1799

Exhibit A-1 to Quitclaim Deed by and between International Business Machines Corporation and Loral Corporation for eight parcels in the City of Manassas, Virginia



Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 22110 • 703-361-4188, FAX 703-361-5353

FEBRUARY 18, 1994

METES AND BOUNDS DESCRIPTION

A PORTION OF THE PROPERTY OF
INTERNATIONAL BUSINESS MACHINES CORPORATION

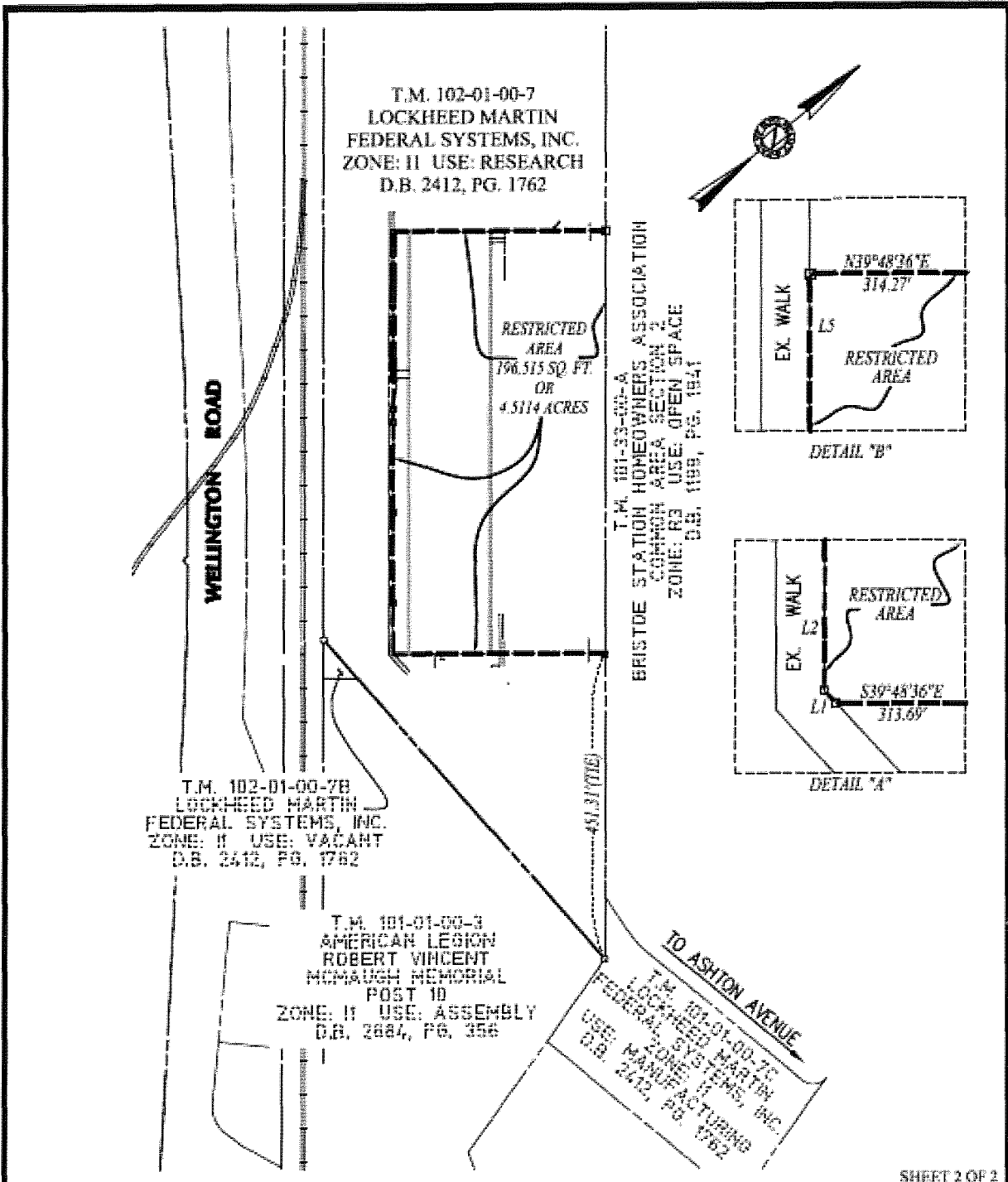
PARCEL "1"

CITY OF MANASSAS, VIRGINIA

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF VIRGINIA ROUTE 661 (GODWIN DRIVE-VARIABLE WIDTH) WITH THE NORTHEASTERLY RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILROAD (HARRISONBURG BRANCH), SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE WITH THE SOUTHEASTERLY RIGHT OF WAY OF GODWIN DRIVE NORTH 33 DEGREES 23 MINUTES 39 SECONDS EAST, CROSSING A VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) CONCRETE MONUMENT FOUND AT 1.44 FEET, AND BEING 420.85 FEET IN ALL TO A VDOT CONCRETE MONUMENT FOUND, SAID VDOT MONUMENT FOUND BEING THE SOUTHWESTERLY CORNER OF THE BRISTOE STATION HOMEOWNERS ASSOCIATION PROPERTY; THENCE DEPARTING GODWIN DRIVE AND WITH THE SAID BRISTOE STATION HOMEOWNERS ASSOCIATION PROPERTY IN PART, AND THEN WITH PARCEL 3 OF THE INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM) PROPERTY, SOUTH 50 DEGREES 11 MINUTES 24 SECONDS EAST, CROSSING AN IRON PIPE SET AT 1,939.51 FEET, A MONUMENT FOUND AT 2,026.63 FEET, AND BEING 2,032.41 FEET IN ALL TO A POINT IN A 33 INCH BLACK OAK TREE, SAID POINT IN TREE BEING A CORNER TO THE SARAH MARIE HARRIS PROPERTY; THENCE WITH THE SAID HARRIS PROPERTY IN PART, AND THEN WITH PARCEL 2 OF THE IBM PROPERTY, SOUTH 88 DEGREES 19 MINUTES 43 SECONDS WEST, CROSSING CONCRETE MONUMENTS FOUND AT 553.55 FEET AND 629.33 FEET, AND BEING 631.39 FEET IN ALL TO A POINT IN THE AFORESAID NORTHEASTERLY RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILROAD; THENCE WITH THE NORTHEASTERLY RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILROAD NORTH 50 DEGREES 11 MINUTES 24 SECONDS WEST 1,512.36 FEET TO THE POINT OF BEGINNING CONTAINING 741,243 SQUARE FEET OR 17.0166 ACRES AS SHOWN ON A PLAT PREPARED BY ROSS, FRANCE & RATLIFF, LTD. DATED FEBRUARY 18, 1994.

LARRY J. RATLIFF
PROFESSIONAL LAND SURVEYOR
CERT. # 1211B

Exhibit B

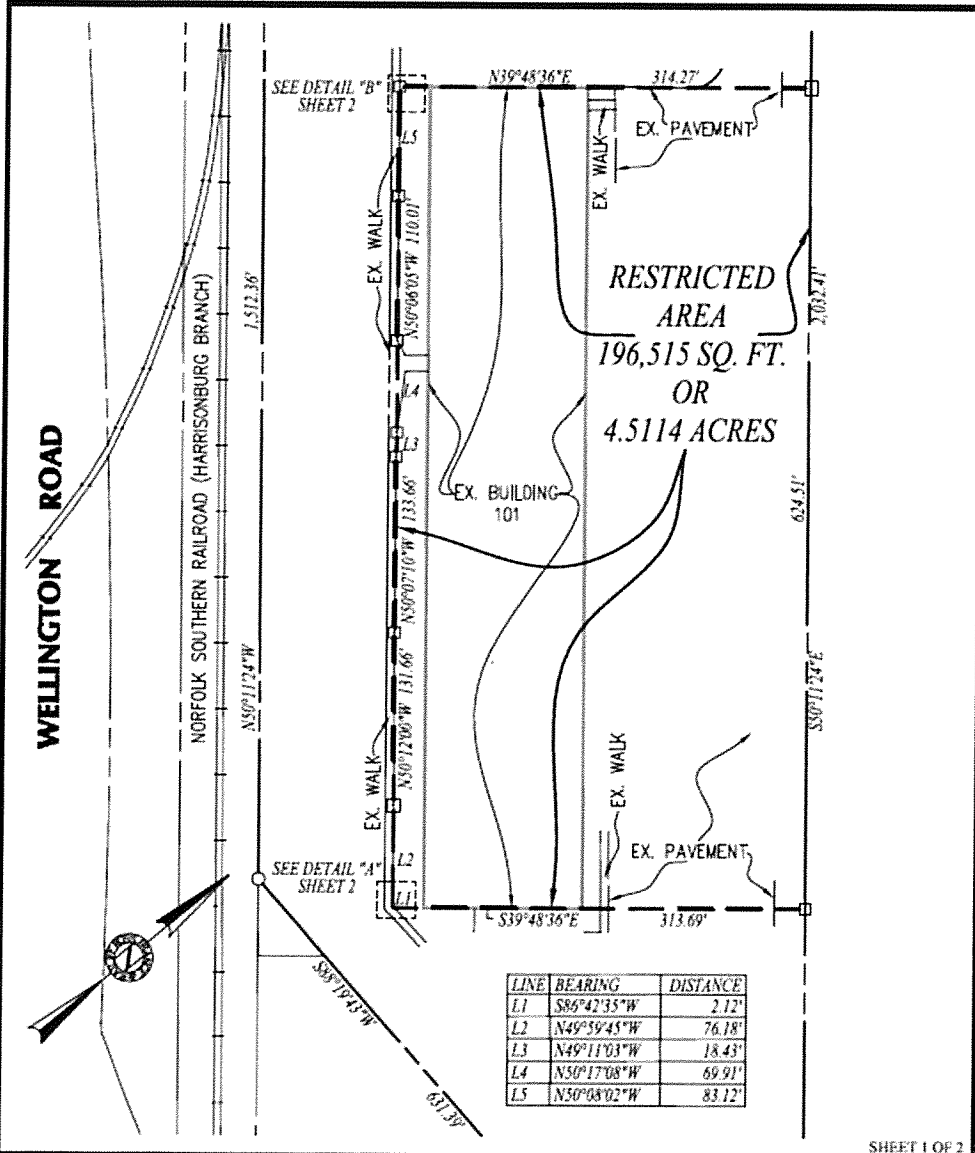


SHEET 2 OF 2

Ross, France & Ratliff, Ltd.
 CIVIL ENGINEERING - LAND SURVEYING
 8802 SUDLEY ROAD
 MANASSAS, VIRGINIA 20110
 (703) 361-4188 FAX (703) 361-6353
 www.rfrrtd.com

EXHIBIT "B"
 SHOWING RESTRICTED AREA
 THE PROPERTY OF
LOCKHEED MARTIN FEDERAL SYSTEMS, INC.
 9100 ASHTON AVENUE
 CITY OF MANASSAS, VIRGINIA
 SCALE: 1"=100' MAY 15, 2017

Exhibit B (Continued)



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Exhibit C

Soil Management Plan Former IBM Manassas Site Building 101 Restricted Area Manassas, Virginia

Introduction

The former International Business Machines Corporation (IBM) Manassas facility (the Site) is subject to requirements set forth in the Final Administrative Order on Consent (Consent Order) between IBM and the U.S. Environmental Protection Agency (EPA) (Docket No. RCRA-III-032-CA), signed by EPA on February 11, 1991 (EPA, 1991). The Consent Order documents the agreement between IBM and EPA regarding the remediation and monitoring of chemicals released to the environment from the former IBM facility. EPA issued the Consent Order under the authority of Section 3008(h) of the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 (collectively referred to as "RCRA").

Soil beneath and adjacent to Building 101 may be impacted by certain chlorinated hydrocarbons, including, but not necessarily limited to: tetrachloroethene (PCE), trichloroethene (TCE), 1,1,1-trichloroethane (TCA) and related breakdown products (collectively the chemicals of concern). Any activity (e.g. excavation, trenching, drilling, asphalt removal, building floor slab removal, etc.) that could result in exposure to, or disturbance of subsurface soils within the Restricted Area as illustrated in Figure B-1, shall be subject to the requirements of this Soil Management Plan (SMP).

Certain *de minimis* activities conducted on the exterior of Building 101 are not subject to the SMP unless visual, olfactory, or instrument readings indicate the potential for soil contamination in which case the SMP would apply. *De minimis* activities include limited excavation areas less than 3 feet below grade such as sign installation, sidewalk installation or replacement, asphalt removal and paving, shrub and tree planting, and similar activities. Excavation of soils beneath the Building 101 slab are not considered *de minimis* activities.

Notification

The Site owner will notify IBM at least 10 business days prior to the start of any activity that is anticipated to result in exposure to, or disturbance of subsurface soils within the Restricted Area as illustrated in Figure 1. The 10-day prior notification will not apply to emergency response scenarios where intrusive activities are required for utility repairs or other safety related activities (e.g., gas or

sewer line repairs) requiring immediate attention. In such emergency cases, IBM must be notified as soon as possible following initiation of the emergency response actions.

Notifications will be made to:

Manager, Environmental Remediation
International Business Machines Corporation
Corporate Environmental Affairs
8976 Wellington Road
Manassas VA 20109-3925

The notification will include:

- A detailed description of the work to be performed, including the location and areal extent and depth of soil disturbance, plans for site re-grading, and an estimated volume of soil to be excavated and/or disturbed
- A schedule for the work, detailing the start and completion dates of all intrusive work,
- A statement that the work will be performed in compliance with Environmental Laws as defined in the Declaration of Covenants, Easements and Restrictions and any other applicable regulatory requirements
- A copy of the contractor's health and safety plan, in electronic format, meeting the minimum requirements set forth below
- Identification of soil screening and characterization procedures
- Identification of soil disposal facilities
- Identification of sources of any anticipated backfill, along with all required chemical testing results.

Soil Screening, Sampling and Testing

Except for de minimis activities as described above, the Site owner shall ensure that visual, olfactory and instrument-based soil screening be performed and documented by a qualified environmental professional during all activities that could result in potential exposure to, or disturbance of subsurface soils within the Restricted Area. Instrument-based soil screening shall be conducted using a photo-ionization detector calibrated to manufacture's specifications to detect the chemicals of concern.

Based on the screening results, soils will be segregated into material that requires off-site disposal and material that can be returned to the subsurface from the area that is was excavated.

All soils to be disposed off-site shall be characterized through analytical testing by an appropriately certified analytical laboratory. The number and type of analytical tests performed shall meet the minimum requirements of the disposal facility.

All screening, sampling and testing results shall be provided to IBM prior to off-site disposal.

Soil Excavation, Handling and Disposal

Except for de minimis activities as described above, a qualified environmental professional or person(s) under their supervision will oversee all soil excavation, stockpiling and load-out within the Restricted Area. Stockpiled soils shall be secured in such a manner as to prevent the soil from coming into contact with the ground, precipitation, and/or stormwater runoff.

Soil may be temporarily stored in roll-off containers and roll-offs shall be covered to prevent precipitation from contacting the soil.

Stockpiles and roll-offs will be inspected at least once a week and after every storm event exceeding 0.25 inches. Damaged tarp covers and erosion and sediment control devices shall be promptly repaired or replaced. Results of inspections shall be recorded in a logbook and maintained at the site and available for inspection.

Loaded vehicles leaving the site will be appropriately lined, securely covered, manifested (if required), and placarded in accordance with appropriate Federal, State, and local requirements (and all other applicable transportation requirements). All transporters will have the applicable licenses in accordance with local, State, and Federal regulations.

The qualified environmental professional will be responsible for ensuring that all outbound trucks are free of loose soil/fill or mud prior to leaving the site to ensure soil is not tracked onto public roadways. Locations where vehicles enter or exit the site shall be inspected daily for evidence of off-site soil tracking.

Once soil been tested and determined not to be contaminated, the restrictions of this Soil Management Plan no longer apply to that soil.

Off-site Soil Disposal

All contaminated excavated soil will be transported to and disposed at either a permitted off-site hazardous waste management facility or solid waste management facility (as applicable based on analytical testing) in accordance with all local, State and Federal regulations.

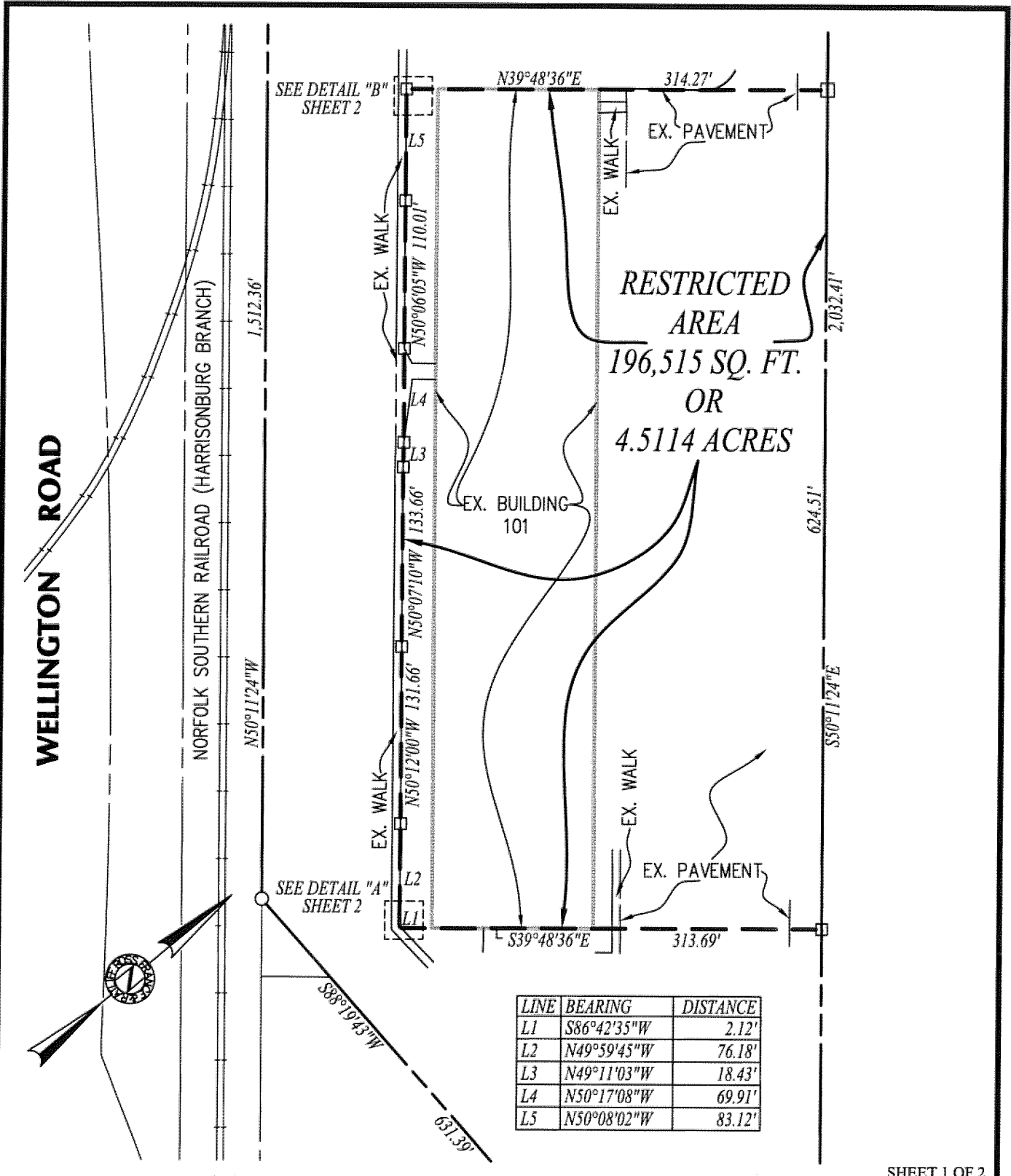
The owner shall notify IBM of the proposed off-site disposal location(s) for excavated soils. This notification will include estimated quantities and a breakdown by disposal facility type, if appropriate, (i.e., hazardous waste disposal facility, solid waste landfill facility, etc.). The notification shall include waste profiles, test results, facility acceptance letters, manifests, bills of lading, etc. Following disposal, the owner shall provide IBM copies of all completed manifests, bills of lading and waste disposal receipts.

Health and Safety

The owner and its contractor(s) shall be responsible for the health and safety of their employees, agents, subcontractors, invitees and the general public and shall comply with all applicable laws, codes, ordinances, rules and regulations relating to health and safety. The site is covered by the Resource Conservation and Recovery Act of 1976 (RCRA) as amended (42 U.S.C. 6901 et seq). Therefore, activities that potentially expose workers to the contaminants of concern identified above are subject to the requirements of Occupational Safety and Health Standard 29 CFR 1910.120.

FIGURE 1

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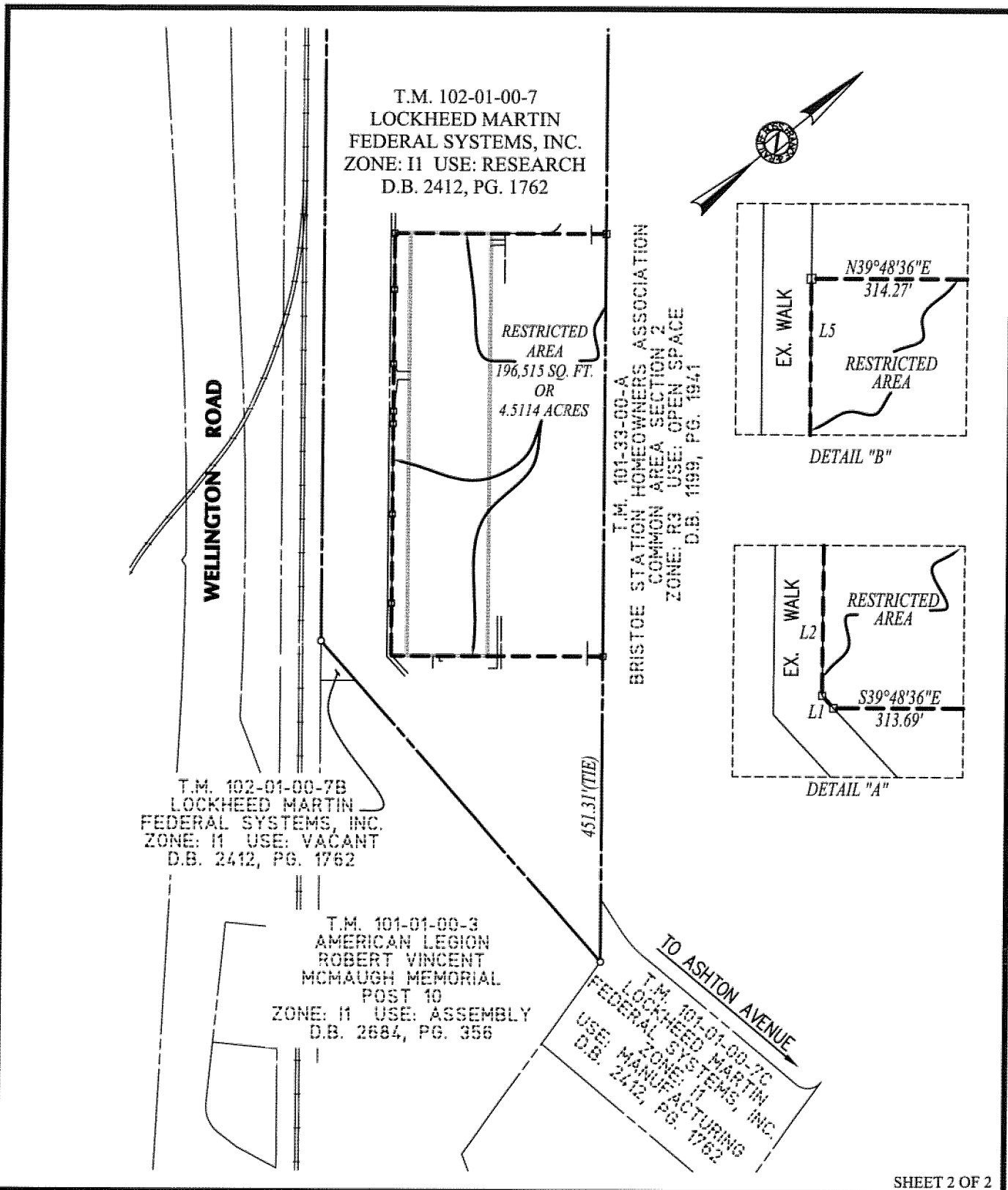


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SCALE: 1"=100' MAY 15, 2017

FIGURE 1



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SHEET 2 OF 2



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