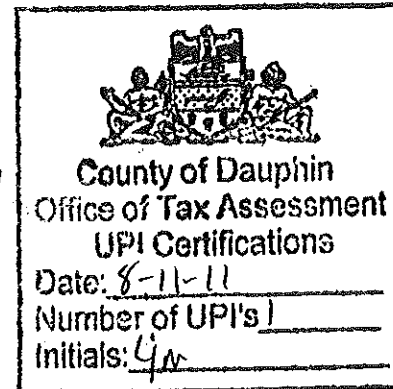
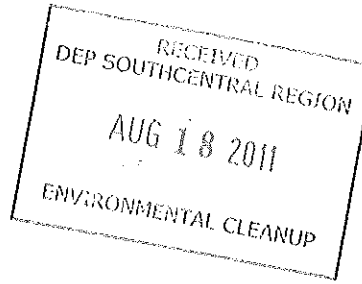


**WHEN RECORDED, RETURN TO:**  
ArcelorMittal Steelton, LLC  
215 South Front Street  
Steelton, PA 17113  
Attn: Jim Hernjak



**Dauphin County Tax Parcel Identification No. of the Property:** 36-007-098  
**GRANTOR:** Tecumseh Redevelopment Inc.  
**Dauphin County Deed Book Reference:** BK-A, VOL-9, PG-99

### 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 ~~Swatara~~ **SOWER SWATARA** Township, Dauphin County.
  - a. There is no established postal street address for the Area 8 Landfill. The Dauphin County Tax Parcel ID number is: 36-007-098.
  - b. The latitude and longitude of the center of the Property affected by this Environmental Covenant is: N 40° 13' 10", W 76° 48' 18".
  - c. The Property has been known as the ArcelorMittal Steelton Area 8 Landfill.
  - d. The DEP Primary Facility ID# for the Area 8 Landfill is: 719270

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.** Tecumseh Redevelopment Inc. is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.
3. The mailing address of the Property Owner is:

Tecumseh Redevelopment Inc.  
c/o ArcelorMittal Steelton, LLC  
215 South Front Street  
Steelton, PA 17113  
Attn: Environmental Manager

4. **Description of Contamination & Remedy.** The site consists of a closed and capped landfill, which received electric arc furnace (EAF) dust from the steel-making activities at the site between 1969 and 1976, and groundwater below and downgradient from the landfill. The Area 8 landfill covers approximately 2 acres. EAF dust is classified as a hazardous waste by the USEPA because of the presence of lead, cadmium, and chromium. The Area 8 landfill ceased receiving waste prior to the enactment of the hazardous waste regulations. Laboratory analytical data has been collected from monitoring wells located at the site for more than 15 years. Analytical results from groundwater samples collected downgradient of the Area 8 landfill indicate that the majority of the analyzed constituents are below their respective residential and non-residential Statewide Health Standard (SHS) medium-specific concentrations (MSCs) for groundwater, with the exception of boron and sulfate (sulfate exceeds the Secondary Maximum Contaminant Level). Because the landfilled materials are capped with a multi-layer cap, and groundwater downgradient of the Area 8 landfill is not used for potable purposes, there are no current or probable future exposure pathways of concern, and attainment of the Act 2 Site-Specific Standard (SSS) has been demonstrated for the landfilled materials (non-media solids) and inorganic constituents present or potentially present in groundwater at concentrations above the SHS MSCs (boron, iron, sulfate, total dissolved solids, nitrate-nitrogen and lead). Attainment of the residential SHS has been demonstrated for the other constituents detected in groundwater.

A post-remediation care plan, including a groundwater monitoring program, has been established to ensure that the SSS will be maintained. Pursuant to the post-remediation care plan, and until approved otherwise by the Department, the landfill cover and security fencing will be periodically inspected and maintained as necessary to prevent waste exposure and direct contact exposure risks, and periodic groundwater monitoring will be conducted to identify any potentially significant increases in contaminant concentrations. In addition, this Environmental Covenant prohibits the future use of groundwater at the site for drinking water and agricultural use(s), and also prohibits future residential development of the site or any non-residential site uses that could disturb the integrity of the landfill cover.

The characterization and attainment demonstration activities that have been completed in relation to the Area 8 Landfill Property are described in detail within the following reports prepared by ARM Group Inc.:

- Quarterly Groundwater Monitoring Data Package Reports, 2000 through 2009, presenting the results of quarterly groundwater monitoring for the Area 8 Landfill and adjacent Residual Waste and HWM-1 landfills; and

- Act 2 Final Report, April 2010 (approved by the Department on \_\_\_\_\_, 2010, conveying the liability protection afforded by Section 501 of Act 2, 35 P.S. § 6026.501 to the Grantees for the regulated substances identified in the Final Report).

The above-listed reports are maintained by the Department in its Southcentral Regional Office file room and are available for inspection at that location in accordance with the Department's (or its successor agency's) document retention and public access policies:

Pennsylvania Department of Environmental Protection  
Southcentral Regional Office  
909 Elmerton Avenue  
Harrisburg, PA 17110

5. **Activity & 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: the groundwater at the site shall not be used for drinking or agricultural purposes; the landfill cap shall be maintained as necessary to prevent waste exposure; perimeter fencing shall be maintained; the groundwater monitoring program approved by the Department shall be continued; and the site shall not be used for residential purposes or non-residential uses that could disturb the integrity of the landfill cover.

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

7. **Compliance Reporting.** After written request by the Department, or every third January following Department approval of the Environmental Covenant in conjunction with reporting the results of the groundwater monitoring program, the then current owner of the Property shall submit to the Department written documentation whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit to the Department written documentation of: noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

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

9. **Recording & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the Property Owner 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 60 days of recording. Within that time period, the Property Owner also shall send a file-stamped copy to Swatara Township.

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

The restriction of groundwater use (e.g., prohibition of use of groundwater for drinking water and agricultural purposes) on the Property shall be terminated in the event that attainment of the residential used aquifer SHS for the regulated substances in groundwater is achieved. The corresponding attainment demonstration shall be accomplished in accordance with Act 2, and evidenced by Department approval of a Final Report demonstrating attainment of the respective residential SHS MSCs.

The groundwater monitoring plan may be modified only after written approval of the modified monitoring plan has been provided by the Department.

In addition, should future remediation under Act 2 allow for modification of the activity and use limitation set forth above, then this Environmental Covenant may be modified with the prior written approval of the Department.

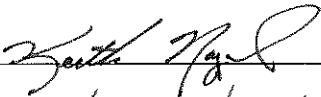
11. **Department's address.** Communications with the Department regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection  
Southcentral Region  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200  
Attn: Environmental Cleanup Program Manager

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

**Tecumseh Redevelopment Inc. — "Owner/Grantor"**

Date:

By: 

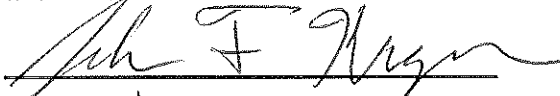
Name: Keith Nagel

Title: Vice President  
Environmental Affairs & Real Estate

**APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection**

Date:

8/4/11

By: 

Name: John F. Krueger

Title: Environmental Program Manager

STATE OF OHIO )  
 )  
COUNTY OF SUMMIT ) SS:

On this 2<sup>nd</sup> day of November, 2010, before me, the undersigned officer, personally appeared Keith Nagel [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.



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

Susan E. Dick  
Notary Public

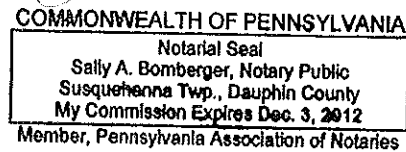
*Commission expires October 29, 2012*

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Dauphin ) SS:

On this 4<sup>th</sup> day of August, 2011, before me, the undersigned officer, personally appeared John F. Kueger, who acknowledged himself/herself to be the Env. Program Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southcentral R.O. [insert name of 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.

Sally A. Bomberger  
Notary Public



---

---

**EXHIBIT A**

**Legal Description**

---

---

ALL that certain parcel of land situate in the Townships of Swatara and Lower Swatara, Dauphin County, Pennsylvania, being Lot B-3 on a plan titled "Preliminary/Final Subdivision Plan Showing Property of Tow Path Valley Business Park Development Company a Subsidiary of International Steel Group, Inc." and recorded in the Dauphin County recorder of deeds office 23 July 2004, in Plan Book A, Volume 9 at page 97-107 and being more particularly described as follows:

BEGINNING at a point in the west line of Lot B-4 said point being common to Lots B-1, B3, and B-4 as shown on the aforesaid plan;

thence along the line common to Lots B-3 and B-4 the following 11 courses and distances;

- 1) South 03° 10' 29" East a distance of 231.31 feet;
- 2) South 47° 45' 47" East a distance of 186.47 feet;
- 3) South 62° 51' 13" East a distance of 406.17 feet;
- 4) South 67° 28' 03" East a distance of 572.97 feet crossing the line between Swatara Township and Lower Swatara Township;
- 5) South 63° 03' 36" East a distance of 297.80 feet;
- 6) South 83° 19' 39" East a distance of 389.57 feet;
- 7) North 64° 49' 15" East a distance of 280.34 feet;
- 8) North 56° 52' 41" East a distance of 190.95 feet;
- 9) North 05° 50' 19" West a distance of 504.60 feet;
- 10) North 23° 38' 22" West a distance of 616.20 feet;
- 11) North 31° 54' 49" West a distance of 195.28 feet crossing the line between Swatara Township and Lower Swatara Township to a point common to Lots B-4, B-3, and B-1;

thence along the line common to Lots B-3 and B-1 the following 8 courses and distances;

- 1) South 80° 51' 52" West a distance of 49.69 feet;
- 2) South 81° 01' 56" West a distance of 399.68 feet;
- 3) South 80° 57' 45" West a distance of 107.09 feet;



- 4) North 79° 10' 33" West a distance of 149.59 feet;
- 5) South 85° 50' 18" West a distance of 133.02 feet;
- 6) South 61° 59' 58" West a distance of 609.23 feet;
- 7) South 81° 27' 18" West a distance of 348.65 feet;
- 8) South 03° 10' 29" East a distance of 108.24 feet to the point of beginning;

CONTAINING 48.22 acres of land.

BEING Lot B-3 as shown on plan titled "Preliminary/Final Subdivision Plan Showing Property of Tow Path Valley Business Park Development Company a Subsidiary of International Steel Group, Inc." as prepared by GTS Technologies, Inc. Said plan having been recorded July 23, 2004 in Plan Book A, Volume 9, Pages 97-107 among the land records of Dauphin County, Pennsylvania.

---

---

**EXHIBIT B**

**Property Plan**

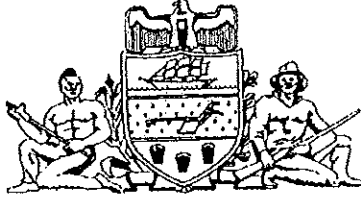
---

---



James M. Zugay, Esq.  
Recorder of Deeds  
(717) 780-6560

Candace E. Meck  
First Deputy



*Location:*  
Dauphin County Courthouse  
Room 102  
Front & Market Streets  
Harrisburg, PA 17101

## Recorder of Deeds

Harrisburg, Pennsylvania

**CERTIFIED END PAGE**

INSTRUMENT #: 20110021979  
RECORD DATE: 8/11/2011 11:07:13 AM  
RECORDED BY: SKREVSKY  
DOC TYPE: COV  
AGENT: NANCY RADOGNA  
DIRECT NAME: TECUMSEH REDEVELOPMENT INC.  
INDIRECT NAME: TECUMSEH REDEVELOPMENT INC.

RECORDING FEES - State: \$0.50  
RECORDING FEES - County: \$13.00  
ACT 8 OF 1998: \$5.00  
ADDITIONAL NAME FEE: \$14.00

LOWER SWATARA TWP

UPICount: 1  
UPIFee: 10  
UPIList: 36-007-098-000-0000

I Certify This Document To Be Recorded  
In Dauphin County, Pennsylvania.



A handwritten signature in black ink that reads "James M. Zugay".

James M. Zugay, *Recorder of Deeds*

---

THIS IS A CERTIFICATION PAGE

---

**PLEASE DO NOT DETACH**

---

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT