



When recorded, return to:
Anthony Pane
Corelle Brands LLC
100 Eighth Street
Charleroi PA 15022

The County Parcel Identification No. of the Property is: 160-004-00-00-0002-00,
160-004-00-00-0002-02, 160-004-00-00-~~002~~⁰⁰⁰²-03, and 160-004-00-00-0002-04.

GRANTOR: Corelle Brands Holdings Inc.
PROPERTY ADDRESS: 100 Eighth Street, Charleroi, PA 15022

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 provided in Section 5 of UECA, 27 Pa. C.S. § 6505, this Environmental Covenant runs with the land. This Environmental Covenant has been approved by the U.S. Environmental Protection Agency (EPA or Agency).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Borough of Charleroi, Washington County.

The latitude and longitude of the center of the Property is: LAT = 40°8'41.26" N, LON = 79°54'6.62"W

The Property has been known by the following name(s): Macbeth-Evans Glass Company, Corning Glass Company, Corning Consumer Products Company, World Kitchen Inc., World Kitchen LLC, WKI Holding Company, Inc., Corelle Brands Holdings Inc., Corelle Brands LLC
The EPA Facility ID# is PAD004326542

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 / Holder/GRANTEE.** Corelle Brands Holdings Inc. (f/k/a WKI Holding Company Inc.), being the parent of Corelle Brands LLC (f/k/a World Kitchen, LLC), is the owner of the Property and the GRANTOR and Holder/GRANTEE of this Environmental Covenant.

DEBORAH BARDELLA
RECORDER OF DEEDS
WASHINGTON, PA
Pennsylvania

INSTRUMENT NUMBER
202105902

RECORDED ON
Feb 25, 2021
1:51:51 PM
Total Pages: 16

RECORDING FEES \$83.00
TOTAL PAID \$83.00

INV: 790472 USER: SC

3. The mailing address of the owner is:
9525 W. Bryn Mawr Ave
Suite 300
Rosemount, Illinois 60018

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

The activity and use limitations for the Property set forth herein relate to 3 areas of environmental investigation at the Facility--Areas of Concern (AOC) 4 and 8 and Facility-wide groundwater:

AOC 4 is broken down into four sections: 1) Tank 11 Production Area (Basement, Bldg. 48); 2) Materials Handling Area and Overhead Conveyance System (Bldg 113/89); 3) Materials Handling Area and Electrostatic Precipitator with Overhead Conveyance System (Bldg 89); and, 4) Tank 6 Cullet Pad-Materials Handling Area. Soil samples collected from AOC 4 were above the Pennsylvania Department of Environmental Protection (Department) Land Recycling Program (Act 2) Residential Statewide Health Standard Medium Specific Concentration (MSC) for arsenic. The Act 2 Non-Residential MSC for arsenic meets EPA's acceptable risk range for arsenic in a non-residential (commercial/industrial) land use scenario.

AOC 8 consists of Building 76 and includes an adjacent sump with a metal cover. Water collected in the AOC 8 sump ultimately discharged to the Monongahela River through the Outfall 002 stormwater drainage system. After remediation, a total of 20 "first flush" stormwater samples were collected from Outfall 002 and the results were below the bench mark values established in the US EPA Multi-Sector General Permit for Stormwater Discharge Associated with Industrial Activity.

Facility-wide groundwater monitoring results from July 1997 to January 1999 showed organic and metals constituents were either not detected or detected at concentrations below the Act 2 residential used-aquifer MSCs. However, both upgradient and downgradient wells exhibited aluminum, manganese, and iron at concentrations above the Act 2 non-residential, non-used aquifer MSCs and EPA's secondary maximum containment levels (SMCLs) for taste, cosmetic and technical effects. The Department determined that these constituents occur naturally and approved a Non-Used Aquifer Designation for groundwater under the Facility.

On May 13, 2014, EPA selected a Final Remedy for the Facility in a Final Decision and Response to Comments (FDRTC). The Final Remedy consists of the implementation of and compliance with institutional controls in the form of land and groundwater use restrictions listed in paragraph 5 of this Environmental Covenant. The administrative record pertaining to the FDRTC is located at the locations listed below:

US EPA Region III
1650 Arch Street
Philadelphia, PA 19103

The administrative record is also available online at:

<https://www.epa.gov/hwcorrectiveactionsites/hazardous-waste-cleanup-world-kitchens-llc-charleroi-plant-charleroi>

5. **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 use of the Property shall be limited to commercial, industrial, or nonresidential use, and shall exclude churches, schools, nursing homes, day-care facilities, and/or other commercial-residential-style facilities.

b) The groundwater at and under the Property shall not be used for potable or agricultural purposes.

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 EPA or the Department, the then current owner of the Property shall submit, to the EPA and the Department, 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 EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), or 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 shall send a report to EPA and the Department. The report shall state whether or not there is compliance with paragraph 5. If there is noncompliance, the report shall state the actions that will be taken to assure compliance.

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

9. **Recording and Notification of Recording.** Within 30 days after the date that EPA approves this Environmental Covenant, Owner shall file this Environmental Covenant with the Recorder of Deeds for Washington County, and send a file-stamped

copy of this Environmental Covenant to EPA within 90 days of EPA's approval of this Environmental Covenant. Within that time period, Owner also shall send a file-stamped copy to each of the following: Borough of Charleroi and the Department.

10. **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. The then current owner of the Property shall provide EPA written notice of 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.

(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. EPA must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) EPA.

11. **The Department.**

(a) **Notification.** The then current owner shall provide the Department 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 Department.

Date: September 12, 2019

Corelle Brands Holdings Inc., Grantee

By: _____

Name: Jonathan Freeman

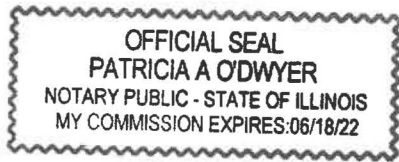
Title: SVP Global Operations and Chief Product Supply Officer

COMMONWEALTH OF ILLINOIS)

COUNTY OF COOK) SS:

On this 12th day of September, ~~2012~~²⁰¹⁹, before me, the undersigned officer, personally appeared Jonathan Freeman the SVP Global Operations and Chief Product Supply Officer of Corelle Brands Holdings Inc., 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.



Patricia A. O'Dwyer
Notary Public

APPROVED, by the United States Environmental Protection Agency

Date: 10.9.19

By: _____

John A. Armstead

Name: John A. Armstead

Title: Director, Land and Chemicals Division
USEPA Region 3

COMMONWEALTH OF PENNSYLVANIA)

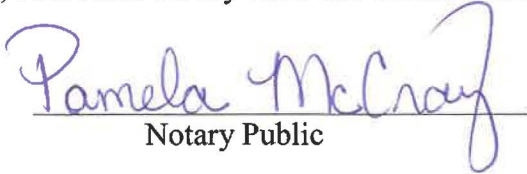
COUNTY OF Philadelphia) SS:

On this 9 day of October, 2019, before me, the undersigned officer, personally appeared John A. Armstead who acknowledged himself/herself to be the Director [Title] of the Commonwealth of Pennsylvania, Agency of Environmental Protection, Region 3 [insert name of regional office], whose

* LAND AND CHEMICALS DIVISION USEPA

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.


Notary Public

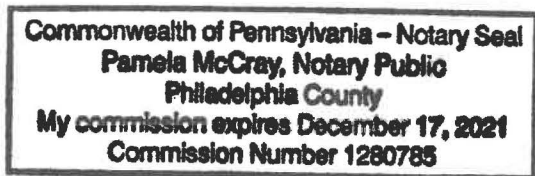


Exhibit A

Description of Property

See attachment hereto.

Exhibit A

Legal Description

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE BOROUGH OF CHARLEROI, COUNTY OF WASHINGTON AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF A FIFTY FOOT RIGHT OF WAY OF THE CHARLEROI AND BELLEVERNON RAILROAD AT THE INTERSECTION OF THE CENTER LINE OF TENTH STREET EXTENDED; THENCE NORTH 36° 35' WEST ALONG THE EASTERLY SIDE OF THE CHARLEROI & BELLEVERNON RAILROAD 358.85 TO A POINT OF CURVE; THENCE STILL ALONG SAID RAILROAD FIFTY FEET RIGHT OF WAY BY A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 2784.9 FEET FOR A DISTANCE OF 313.55 FEET TO THE LINE OF THE PROPERTY NOW OR FORMERLY OF CHARLEROI BRICK COMPANY; THENCE ALONG SAID LINE OF PROPERTY OF CHARLEROI BRICK COMPANY, NORTH 58° 31' EAST 783.20 FEET TO LOW WATER MARK IN MONONGAHELA RIVER; THENCE UP SAID RIVER AT LOW WATER MARK SOUTH 35° EAST 340.8 FEET; THENCE STILL UP SAID RIVER BY LOW WATER MARK SOUTH 39° 38' 40" EAST 261.72 FEET, MORE OR LESS, TO LINE OF LANDS OF CHARLEROI LAND COMPANY, FORMERLY OF BANFORD BROTHERS; THENCE SOUTH 53° 25' WEST ALONG THE SAID LINE 802.80 FEET TO THE FIFTY FOOT RIGHT OF WAY OF THE CHARLEROI AND BELLEVERNON RAILROAD, AT THE PLACE OF BEGINNING.

ALSO ALL THOSE CERTAIN RIGHTS OF WAY AS SPECIFICALLY SET FORTH IN A DEED FROM JONAH WINFIELD TO W. H. HAMILTON COMPANY, DATED JANUARY 22, 1898, AND DULY RECORDED IN THE RECORDER'S OFFICE OF WASHINGTON COUNTY, PENNSYLVANIA IN DEED BOOK VOLUME 215 PAGE 82.

PARCEL TWO:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND AND REAL ESTATE, SITUATE IN THE BOROUGH OF CHARLEROI, COUNTY OF WASHINGTON AND COMMONWEALTH OF PENNSYLVANIA, TO-WIT: ALL OF THAT CERTAIN TRACT, LOT AND PARCEL OF LAND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHERLY SIDE OF EIGHTH STREET AND THE EASTERLY BOUNDARY OF THE LANDS OF THE CHARLEROI AND BELL VERNON RAILWAY COMPANY, SAID POINT BEING LOCATED 100 FEET EASTERLY FROM A STONE MONUMENT LOCATED UPON THE EASTERN LINE OF RIGHT OF WAY OF THE MONONGAHELA DIVISION OF THE PENNSYLVANIA RAILWAY AND THE SOUTHERLY SIDE OF EIGHT STREET; THENCE ALONG THE PROPERTY OF THE SAID CHARLEROI & BELLE VERNON RAILWAY COMPANY, SOUTH 37° 18' EAST FROM SAID POINT, A DISTANCE OF 50 FEET, TO A STAKE; THENCE ALONG OTHER PROPERTY OF THE FIRST PARTY HERETO NORTH 52° 42' EAST 714.50 FEET, MORE OR LESS TO A STAKE; THE LOW WATER LINE OF THE MONONGAHELA RIVER; THENCE ALONG THE LOW WATER LINE OF SAID RIVER NORTH 37° 18' WEST, 50 FEET TO A STAKE; THENCE ALONG THE SOUTHERLY SIDE OF SAID EIGHTH STREET, SOUTH 52° 42' WEST, 714.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THE EASEMENTS RESERVED IN THE DEED DATED OCTOBER 9, 2006 FROM CORNING GLASS WORKS, A NEW YORK CORPORATION TO THE UNITED STATES OF AMERICA, RECORDED IN DEED BOOK 1163 PAGE 189.

TOGETHER WITH RIGHTS OF WAY OVER 8TH, 9TH AND 10TH STREETS RESERVED IN THE DEED FROM CHARLEROI LAND COMPANY TO CHARLEROI BELLE AND VERNON RAILROAD COMPANY DATED 5/8/1895 AND RECORDED 7/3/1895 IN DEED BOOK 195 PAGE 445.

BEING Tax Parcel Nos. 160-004-00-00-0002-00; 160-004-00-00-0002-02; 160-004-00-00-0002-03 and 160-004-00-00-0002-04.

BEING AS TO PART, the same premises which Corning Incorporated, by Deed dated 9/8/1997 and recorded 12/12/1997 in Washington County at Deed Book Volume 3252 page 135, granted and conveyed unto Corning Consumer Products Company, a Delaware corporation, in fee. AND the said Corning Consumer Products Company is now known as WKI Holding Company, Inc., a Delaware corporation.

BEING AS TO ANOTHER PART, the same premises which Washington County Industrial Development Corporation by Quitclaim Deed dated 5/30/2006 and recorded 6/13/2006 in the County of Washington as Instrument No. 200617151, granted and conveyed unto WKI Holding Company, Inc., a Delaware corporation, in fee.

BEING AS TO REMAINING PART, the same premises which Redevelopment Authority of the County of Washington by Quitclaim Deed dated 5/30/2006 and recorded 6/13/2006 in the County of Washington as Instrument No. 200617153, granted and conveyed unto WKI Holding Company, Inc., a Delaware corporation, in fee.

PARCEL THREE:

ALL THOSE CERTAIN TRACTS OR PIECES OF LAND SITUATE IN THE BOROUGH OF CHARLEROI, COUNTY OF WASHINGTON AND COMMONWEALTH OF PENNSYLVANIA, BEING SEVERALLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

TRACT NO. 1:

BEGINNING AT A STAKE ON THE EAST RIGHT OF WAY LINE OF THE PITTSBURGH, VIRGINIA & CHARLESTON RAILWAY, WHICH POINT IS IN THE CENTER LINE OF THE PROLONGATION OF TENTH STREET AND DISTANT 30 FEET NORTH 52° 42' EAST FROM THE CENTER LINE OF SAID RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 37° 18' WEST 339.50 FEET TO A STAKE; THENCE ALONG LAND OF CHARLEROI AND BELLE VERNON RAILROAD, NORTH 57° 55' EAST, 50.21 FEET TO A STAKE; THENCE ALONG LAND NOW OR FORMERLY OF LOCK NO. 4 LAND & TOWN COMPANY, SOUTH 37° 18' EAST 334.75 FEET TO A STAKE; THENCE THROUGH LAND OF CHARLEROI AND BELLE VERNON RAILROAD, NORTH 57° 55' EAST, 50.21 FEET TO A STAKE; THENCE ALONG LAND NOW OR FORMERLY OF LOCK NO. 4 LAND & TOWN COMPANY, SOUTH 37° 18' EAST 334.75 FEET TO A STAKE; THENCE THROUGH LAND OF CHARLEROI AND BELLE VERNON RAILROAD, SOUTH 52° 42' WEST 50 FEET, ALONG THE CENTER LINE OF THE PROLONGATION OF TENTH STREET, TO THE PLACE OF BEGINNING.

TRACT NO. 2:

BEGINNING AT A STAKE ON THE EAST RIGHT OF WAY OF THE PITTSBURGH, VIRGINIA & CHARLESTON RAILWAY, WHICH POINT IS 339.5 FEET NORTH 37° 18' WEST FROM THE CENTER LINE OF THE PROLONGATION OF TENTH STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 37° 18' WEST 21 FEET TO A STAKE; THENCE CURVING TO THE RIGHT ON A RADIUS 3834.9 FEET, A DISTANCE OF 317.25 FEET; THENCE ALONG LAND OF CHARLEROI AND BELLE VERNON RAILROAD COMPANY, NORTH 57° 55' EAST 50 FEET TO A STAKE; THENCE ALONG LAND NOW OR FORMERLY OF JONAH WINFIELD CURVING TO THE LEFT ON A RADIUS OF 2784.9 FEET A DISTANCE OF 313.35 FEET; THENCE BY THE SAME SOUTH 37° 18' EAST 25.55 FEET; THENCE BY LAND OF CHARLEROI AND BELLE VERNON RAILROAD COMPANY, (TRACT NO. 1 ABOVE), SOUTH 57° 55' WEST 50.21 FEET TO THE PLACE OF BEGINNING.

TRACT NO. 3:

BEGINNING AT A STAKE IN THE SOUTHERLY LINE OF TRACT NO. 1, DESCRIBED ABOVE, WHICH POINT IS IN THE CENTER LINE OF THE PROLONGATION OF TENTH STREET DISTANT 50 FEET NORTH 52° 42' EAST FROM THE CENTER LINE OF THE RIGHT OF WAY OF PITTSBURGH, VIRGINIA & CHARLESTON RAILROAD; THENCE ALONG SAID LINE AND LINE OF LANDS NOW OR FORMERLY OF LOCK NUMBER 4 LAND AND TOWN COMPANY, NORTH 52° 42' EAST 50 FEET TO A STAKE; THENCE ALONG THE LINE OF LAND NOW OR FORMERLY OF CHARLEROI LAND COMPANY, SOUTH 37° 18' EAST 972 FEET TO A STAKE IN THE NORTH SIDE OF FORMER EIGHT STREET; THENCE ALONG THE NORTH SIDE OF FORMER EIGHT STREET SOUTH 52° 42' WEST 50 FEET TO A POINT ON THE EAST RIGHT OF WAY OF THE PITTSBURGH, VIRGINIA & CHARLESTON RAILWAY; THENCE ALONG THE SAID RIGHT OF WAY LINE, NORTH 37° 18' WEST 972 FEET TO THE PLACE OF BEGINNING.

PARCEL FOUR:

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THE TOWN OF CHARLEROI, WASHINGTON COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

TRACT ONE:

BEGINNING AT A STAKE AT THE INTERSECTION OF THE NORTH SIDE OF EIGHTH STREET PRODUCED AND THE EAST RIGHT OF WAY LINE OF THE CHARLEROI AND BELLE VERNON RAILROAD; THENCE ALONG SAID MENTIONED RIGHT OF WAY NORTH 37° 18' WEST, 440 FEET TO A STAKE; THENCE ALONG LANDS OWNED BY THE CHARLEROI LAND COMPANY NORTH 52° 42' EAST 712.5 FEET TO A STAKE IN LOW WATER LINE OF THE MONONGAHELA RIVER; THENCE UP AND ALONG SAID MONONGAHELA RIVER SOUTH 37° 18' EAST, 440 FEET TO A STAKE; THENCE ALONG LANDS OWNED BY THE CHARLEROI LAND COMPANY SOUTH 52° 42' WEST; 712.5 FEET TO THE POINT OF BEGINNING.

TRACT TWO:

BEGINNING AT A STAKE ON THE EASTERN SIDE OF THE RIGHT OF WAY LINE OF THE CHARLEROI AND BELLE VERNON RAILROAD, AND BY A RIGHT ANGLE LINE 50 FEET FROM THE EASTERN RIGHT OF WAY LINE OF THE PITTSBURGH, VIRGINIA AND CHARLESTON RAILWAY AND AT THE CORNER OF THE LAND OF THE BAMFORD BROTHERS SILK MANUFACTURING COMPANY; THENCE WITH SAID BAMFORD BROTHERS SILK MANUFACTURING COMPANY LINE, NORTH 53° 25' EAST, 797.50 FEET TO LOW WATER LINE OF THE MONONGAHELA RIVER; THENCE SOUTH 36° 35' EAST 189 FEET TO THE LINE OF OTHER LANDS OF THE GEORGE A. MACBETH COMPANY; THENCE SOUTH 53° 25' WEST 747.50 FEET TO A STAKE; THENCE SOUTH 36° 35' EAST, 440 FEET TO NORTH LINE OF EIGHTH STREET; THENCE SOUTH 53° 25' WEST 50 FEET TO RIGHT OF WAY LINE OF CHARLEROI AND BELLE VERNON RAILWAY; THENCE NORTH 36° 35' WEST, 629 FEET TO THE PLACE OF BEGINNING.

PARCEL FIVE:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING IN THE BOROUGH OF CHARLEROI, WASHINGTON COUNTY, PENNSYLVANIA, BETWEEN THE CHARLEROI AND BELLE VERNON RAILROAD AND THE MONONGAHELA RIVER, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OR LINE OF RIGHT-OF-WAY OF CHARLEROI AND BELLE VERNON RAILROAD AND ON THE LINE BETWEEN LAND FORMERLY OF ALLEN MAXWELL AND OTHERS, THENCE BY THE SAID DIVIDING LINE NORTH 52° 42' EAST, 810 FEET TO LOW WATER LINE OF SAID MONONGAHELA RIVER ON ITS WEST BANK; THENCE ALONG THE LOW WATER LINE OF SAID MONONGAHELA RIVER, 350 FEET TO A POST; THENCE BY A LINE PARALLEL TO THE FIRST COURSE: SOUTH 52° 42' WEST 810 FEET, MORE OR LESS, TO A POST IN THE LINE OF RIGHT OF WAY OF THE SAID CHARLEROI AND BELLE VERNON RAILROAD COMPANY; THENCE ALONG THE SAID RIGHT OF WAY NORTH 37° 18' WEST, 350 FEET TO THE PLACE OF BEGINNING.

EXCEPTING AND RESERVING THEREFROM AND THEREOUT THE FOLLOWING:

5. A PARCEL OF LAND CONTAINING 4.881 ACRES, CONVEYED BY CORNING GLASS WORKS TO THE AUTHORITY OF THE BOROUGH OF CHARLEROI BY DEED DATED JULY 26, 1966 AND RECORDED IN DEED BOOK VOLUME 1247 PAGE 1119.

6. A PARCEL OF LAND CONTAINING 0.86 ACRE, MORE OR LESS, CONVEYED BY CORNING GLASS WORKS TO THE UNITED STATES OF AMERICA BY DEED DATED OCTOBER 9, 1963 AND RECORDED IN DEED BOOK VOLUME 1163 PAGE 189.

TOGETHER WITH AN EASEMENT FOR A THIRTY FOOT ROADWAY GRANTED PURSUANT TO THAT CERTAIN AGREEMENT OF EASEMENT AND RIGHT OF WAY CONVEYANCE DATED DECEMBER 31, 1968, BY AND BETWEEN THE AUTHORITY OF THE BOROUGH OF CHARLEROI AND CORNING GLASS WORKS, A NEW YORK CORPORATION, RECORDED JANUARY 22, 1969 IN BOOK 1292 PAGE 179.

TOGETHER WITH THE EASEMENTS RESERVED IN THE DEED DATED OCTOBER 9, 2006 FROM CORNING GLASS WORKS, A NEW YORK CORPORATION TO THE UNITED STATES OF AMERICA, RECORDED IN DEED BOOK 1163 PAGE 189.

TOGETHER WITH RIGHTS OF WAY OVER 8TH, 9TH AND 10TH STREETS RESERVED IN THE DEED FROM CHARLEROI LAND COMPANY TO CHARLEROI BELLE AND VERNON RAILROAD COMPANY DATED 5/8/1895 AND RECORDED 7/3/1895 IN DEED BOOK 195 PAGE 445.

THE FOREGOING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERLY SIDE OF EIGHTH STREET AND THE EASTERLY BOUNDARY OF PENN CENTRAL RAILROAD; THENCE NORTH 52° 42'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 37° 18'00" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 52° 42'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 37° 18'00" EAST, A DISTANCE OF 50.00 FEET TO A RAILROAD MONUMENT A CORNER OF LANDS OF WEST PENN POWER CO.; THENCE ALONG LANDS OF WEST PENN POWER CO. AND ALONG LANDS OF THE TRUSTEES OF CHARLEROI COMMUNITY PARK FUND, NORTH 52° 42'00" EAST, A DISTANCE OF 714.58 FEET PASSING THROUGH A STONE MONUMENT IN LINE OF MONONGAHELA RIVER; THENCE ALONG THE MONONGAHELA RIVER, NORTH 37° 18'00" WEST, A DISTANCE OF 100.00 FEET; THENCE CONTINUING ALONG MONONGAHELA RIVER, NORTH 38° 56'06" WEST, A DISTANCE OF 965.61 FEET; THENCE SOUTH 56° 33'41" WEST, A DISTANCE OF 49.00 FEET; THENCE NORTH 48° 38'19" WEST, A DISTANCE OF 53.00 FEET; THENCE NORTH 32° 05'19" WEST, A DISTANCE OF 313.35 FEET TO A POINT IN LINE OF LANDS OF THE BOROUGH OF CHARLEROI; THENCE ALONG LANDS OF THE BOROUGH OF CHARLEROI, SOUTH 52° 40'53" WEST, A DISTANCE OF 756.08 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2814.90 FEET AND A CENTRAL ANGLE OF 67° 25'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 34° 05'27" WEST 315.28 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 315.44 FEET TO A POINT OF CUSP; THENCE SOUTH 57° 55'00" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2834.00 FEET AND A CENTRAL ANGLE OF 67° 24'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 34° 05'35" EAST 317.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 317.25 FEET; THENCE SOUTH 37° 18'00" EAST TANGENT TO SAID CURVE, A DISTANCE OF 360.30 FEET; THENCE NORTH 52° 42'00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 37° 18'00" EAST, A DISTANCE OF 972.00 FEET TO THE POINT OF BEGINNING. CONTAINING 25.9954 ACRES, MORE OR LESS.

EXCEPTING AND RESERVING THEREFROM AND THEREOUT THE FOLLOWING:
THAT PORTION OF THE PROPERTY LYING WITHIN 8TH STREET.

TOGETHER WITH THE EASEMENTS RESERVED IN THE DEED DATED OCTOBER 9, 2006 FROM CORNING GLASS WORKS, A NEW YORK CORPORATION TO THE UNITED STATES OF AMERICA, RECORDED IN DEED BOOK 1163 PAGE 189.

TOGETHER WITH RIGHTS OF WAY OVER 8TH, 9TH AND 10TH STREETS RESERVED IN THE DEED FROM CHARLEROI LAND COMPANY TO CHARLEROI BELLE AND VERNON RAILROAD COMPANY DATED 5/8/1895 AND RECORDED 7/3/1895 IN DEED BOOK 195 PAGE 445.

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BEING AS TO PART, the same premises which Corning Incorporated, by Deed dated 9/8/1997 and recorded 12/12/1997 in Washington County at Deed Book Volume 3252 page 135, granted and conveyed unto Corning Consumer Products Company, a Delaware corporation, in fee. AND the said Corning Consumer Products Company is now known as WKI Holding Company, Inc., a Delaware corporation.

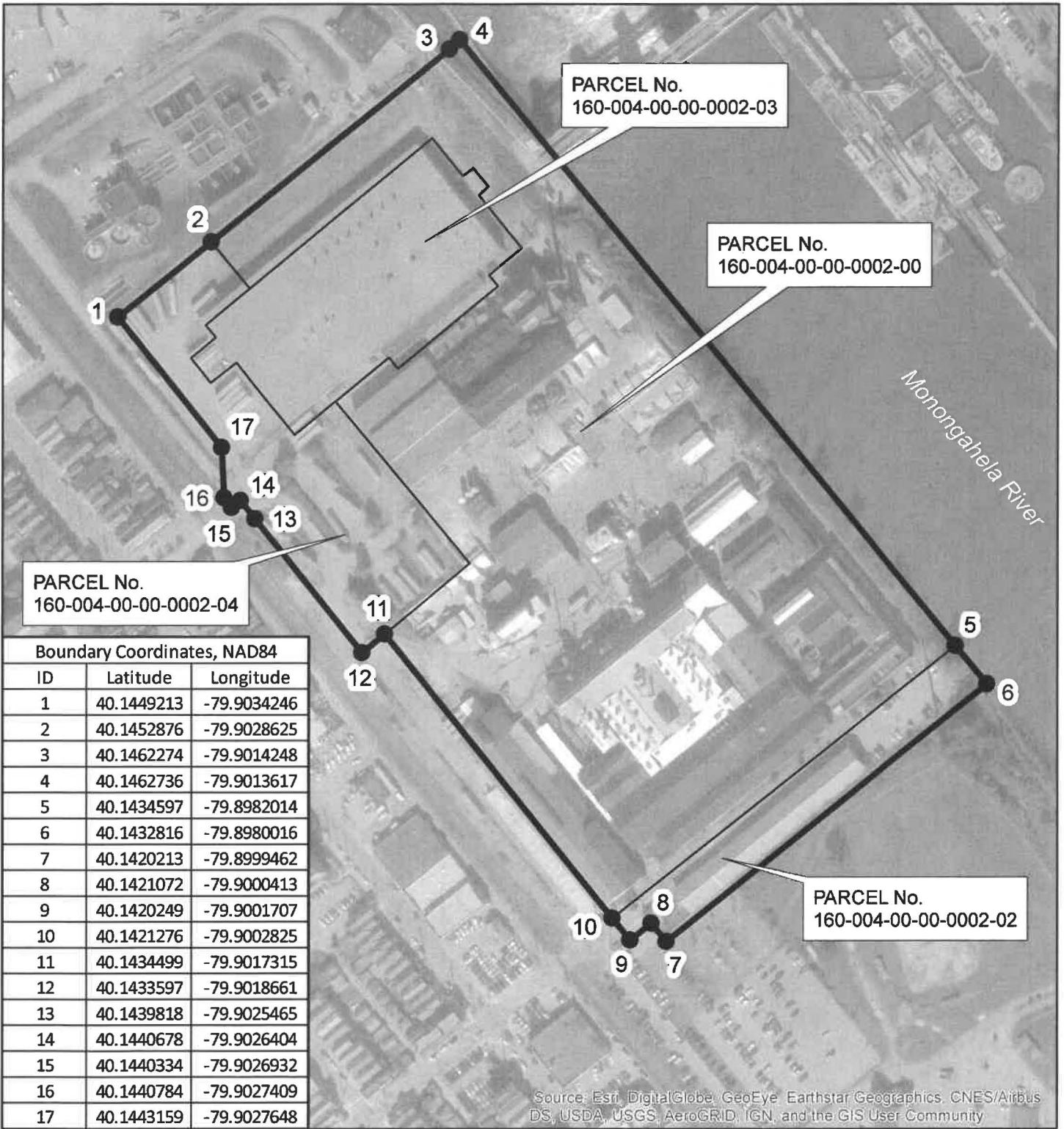
BEING AS TO ANOTHER PART, the same premises which Washington County Industrial Development Corporation by Quitclaim Deed dated 5/30/2006 and recorded 6/13/2006 in the County of Washington as Instrument No. 200617151, granted and conveyed unto WKI Holding Company, Inc., a Delaware corporation, in fee.

BEING AS TO REMAINING PART, the same premises which Redevelopment Authority of the County of Washington by Quitclaim Deed dated 5/30/2006 and recorded 6/13/2006 in the County of Washington as Instrument No. 200617153, granted and conveyed unto WKI Holding Company, Inc., a Delaware corporation, in fee.

Exhibit B

Facility/Property Map

See attachment hereto.



**100 Eighth St.
Charleroi, PA 15022
EPA ID: PAD004326542**



- Property Boundary Points
- ▭ Parcel Boundaries
- ▭ Property Boundary

