Letterkenny Industrial Development Authority

Greene Township

Letterkenny Township

ATTN: Kip Feldman Parent UPI: 09-0C03.-026.-EX0000

Parent UPI: 12-0F01.-001.-EX0000

4759 Innovation Way New UPI: 09-0C03S-053.-EX0000 New UPI: 12-0F32.-027.-EX0000

Chambersburg, PA 17201

This deed was reviewed by James K. Bemis, Attorney U.S. Army Corps of Engineers, Baltimore District, 2 Hopkins Plaza, Baltimore, MD 21201

QUITCLAIM DEED LETTERKENNY ARMY DEPOT FRANKLIN COUNTY, PENNSYLVANIA PHASE VI PROPERTY

THIS QUITCLAIM DEED, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "GRANTOR"), acting by and through a Real Estate Contracting Officer, Headquarters, U.S. Army Corps of Engineers, pursuant to the provisions of Section 2905(b)(4)(A) of the Defense Base Closure and Realignment Act of 1990 (part A of title xxix of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, whose mailing address is U.S. Army Engineer District, Baltimore, ATTN: NAB-REM-I, 2 Hopkins Plaza, Baltimore, MD 21201, and the LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter referred to as the "GRANTEE"), a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania, and having its principal place of business at 5540 Coffey Avenue, Chambersburg, Pennsylvania 17201;

WITNESSETH THAT:

WHEREAS, pursuant to the Memorandum of Agreement between the Department of the Army (hereinafter referred to as the "ARMY") and the GRANTEE dated November 5, 1998 (hereinafter the "MOA"), and amendments thereto dated July 3, 2000, January 22, 2007 and April 4, 2014, the ARMY agreed to convey, in phases, certain portions of the Letterkenny Army Depot, Franklin County, Pennsylvania, to the GRANTEE for economic development purposes; and

WHEREAS, the ARMY desires to convey and the GRANTEE desires to accept the conveyance of the said parcels of land collectively referred to as the Phase VI conveyance of real property;

NOW, THEREFORE, the GRANTOR, for and in consideration of ONE DOLLAR (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in and to all those certain parcels of land designated as Parcel Nos. 6-29A-2, 6-29C, 6-93B, 6-123, 6-124, 6-125, 6-126, 6-127, 6-128 and 6-129 containing approximately 159.4493 acres in total situate, lying and being in the County of Franklin, in the Commonwealth of Pennsylvania, and as more particularly described in **Exhibit A**

and shown on **Exhibit B**, both of which are attached hereto and made a part hereof (hereinafter referred to as the "Property");

SUBJECT TO all valid and existing exceptions, reservations, covenants, conditions, restrictions, and easements, including but not limited to rights-of-way for railroads, public highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the covenants, conditions, restrictions, and reservations of easements set forth in this deed:

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this deed and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this deed is made and accepted upon each of the following covenants, conditions, and restrictions which shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions, and restrictions in subsequent conveyances does not abrogate the status of the covenants, conditions, and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

1. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

A. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II)) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in **Exhibit C**, attached hereto and made a part hereof.

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action, if any, on the Property is provided in **Exhibits C** and **D**, attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

- (a) All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(l) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this deed, and
- (b) Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.
- D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the

Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. "As Is" Condition of Property

- **A**. The GRANTEE acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is conveyed "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.
- **B**. No warranties, either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead based paint, pesticides, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the GRANTOR.
- **C**. Nothing in this "As Is" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))" or any other statutory or regulatory obligations.

3. Hold Harmless

- **A**. To the extent authorized by law, the GRANTEE, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions and restrictions contained in this deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure after the date of this deed to asbestos, lead-based paint, pesticides, or other condition on the Property.
- **B**. The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the covenants, conditions and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, pesticides, or other condition on the Property.
- **C**. Nothing in this "Hold Harmless" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))" or any other statutory or regulatory obligations.

4. Notification of Petroleum or Petroleum Product Storage, Release or Disposal

The GRANTEE is hereby provided the summary of the storage, release, or disposal of petroleum or petroleum products on the Property attached hereto as **Exhibit "D**" and made a part hereof. Said summary is based on the best information available to the Department of the Army and believed to be correct but no warranty as to completeness or accuracy is provided with respect thereto.

5. Post-Transfer Discovery of Contamination

A. If a release or threatened release of a hazardous substance is discovered on the Property after the date of this deed, the GRANTEE, its successors or assigns, shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the GRANTEE, its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, or its successors or assigns believe the newly discovered hazardous substance is due to the GRANTOR's activities, use, or ownership of the Property, the GRANTEE, or its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the release or threatened release of the hazardous substance and the GRANTEE, or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the GRANTOR.

B. The GRANTEE, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of this deed where such hazardous substance was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, contractors, or any person other than the GRANTOR after the date of this deed. This "Post-Transfer Discovery of Contamination" provision shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's obligations under the "Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))."

6. Notice of Potential Electronic Interference

Testing by the GRANTOR of Department of Defense radar systems occurs in relatively close proximity to the Property. The GRANTOR utilizes the following radio frequency bands allocated by the National Telecommunications and Information Administration for such testing: UHF (941-1427 MNz) "L-band"; SHF (5250-5925 MHz) "C-band"; and SHF (10-12.7 GHz) "X-band". The GRANTEE is hereby informed and does acknowledge that the GRANTOR's use of the said radio frequency bands could interfere with the use of electronic equipment on the Property that operates in the said bands.

7. Non-Discrimination Covenant

The GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property herein conveyed, or any part thereof, that the said GRANTEE and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property herein conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

8. Environmental Protection Provisions

The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the environmental protection provisions set forth in **Exhibit E**, which is attached hereto and made a part hereof, and shall require the inclusion of the said environmental protection provisions in all subsequent deeds, easements, transfers,

leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

9. Anti-Deficiency Act

The GRANTOR's obligation to pay or reimburse any money under this deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

10. No Waiver

The failure of the GRANTOR to insist in any one or more instances upon timely or complete performance of any obligation of the Grantee, or its successors or assigns required by the covenants, conditions, or restrictions set forth in this deed shall not be construed as a waiver or a relinquishment of the Grantor's right to future performance of any such obligation of the GRANTEE or its successors or assigns in accordance with the said covenants, conditions and restrictions, and all such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has caused this deed to be duly executed in its name by Interim Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, this <a href="tel://linear.com/li

UNITED STATES OF AMERICA

By: Michaele Mandulak.

MICHAELE MANDULAK

Interim Director of Real Estate

ACKNOWLEDGMENT

CITY OF WASHINGTON)	
DISTRICT OF COLUMBIA)	
of Columbia, do hereby certify that this 21th day of April J. Mandulak, Interim Director of Real Estate, Headquarters, U.S Engineers, known to me or proven through satisfactory evidence person whose name is subscribed to the foregoing document, a acknowledged before me that the signature on the document was her for the purposes therein stated and that she had due authoric	Army Corps of control of the control
_document in the capacity therein stated.	

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

Notary Public

My commission expires the 2th day of Tebruary, 2024

ACCEPTANCE BY GRANTEE

The GRANTEE hereby accepts this deed for itself, its successors and assigns subject to all the notices, reservations, covenants, conditions and restrictions contained herein this 4th day of 17/148 CH 2021.

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

Charles H. Myors

Chairman

Letterkenny Industrial Development Authority

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA	
COUNTY OF FRANKLIN) ss)
Authority, known to me or proven through person whose name is subscribed to the for acknowledged before me that the signature	by certify that this <u>41≝</u> day of Chairman, Letterkenny Industrial Development

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

Commonwealth of Pennsylvania - Notary Seal Cindy L. Lawver, Notary Public Franklin County My commission expires September 22, 2023 Commission number 1093190

Member, Pennsylvania Association of Notaries

My commission expires the 22 day of Sertember 2022.

CERTIFICATE OF AUTHORITY

I, Garry E. Gontz, certify that I am the Secretary of the Letterkenny Industrial Development Authority that Charles H. Myers, who signed the foregoing instrument on behalf of the corporation was then Chairman of the said municipal authority. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the said municipal authority in executing the said instrument.

Date March 4, 2021

Garry E. Gootz

Secretary

Letterkenny Industrial Development Authority

(SEAL)

EXHIBIT A

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION PARCEL 6-29A-2

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-29A-2 for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, and most recently revised July19, 2016, Sheet 2 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set iron pin at a corner in common with Parcel 6-127 and Lands now or formerly of The United States of America, said set iron pin having the PA State Plane Coordinate of North 242,532.07' East 1,994,920.96'; thence along the said Lands now or formerly of The United States of America N 14° 46' 14" E a distance of 706.63' to an existing iron pin at a corner in common with Lands now or formerly of The United States of America and Parcel 29A; thence along said Parcel 29A Lands now or formerly of Warrior Roofing Manufacturing of PA, LLC S 01° 35' 47" W a distance of 703.57' to an existing iron "T" bar at a corner in common with Parcel 29A and Parcel 6-127; thence along said Parcel 6-127 N 82° 53' 32" W a distance of 161.80' to a set iron pin; which is the point of beginning

Containing 56,654 Square Feet or 1.3006 Acres.

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION PARCEL 6-29C

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-29C for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised July 19, 2016, Sheet 3 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set iron pin at a corner in common with Parcel 6-123 and on a line in common with Parcel 29, said set iron pin having the PA State Plane Coordinate of North 242,843.36' East 1,996,236.52'; thence along said Parcel 29 N 47° 49' 04" E a distance of 318.61' to a point at a corner in common with Parcel 29: thence along said Parcel 29 with a curve turning to the left with an arc length of 87.62', with a radius of 682.46', with a chord bearing of N 44° 08' 24" E, with a chord length of 87.56' to a point at a corner in common with Parcel 29: thence along said Parcel 29 N 40° 27' 44" E a distance of 575.42' to a point at a corner in common with Parcel 29: thence along said Parcel 29 with a curve turning to the right with an arc length of 268.21', with a radius of 2.017.54', with a chord bearing of N 44° 16' 13" E, with a chord length of 268.01' to a point at a corner in common with Parcel 29: thence along said Parcel 29 N 48° 04' 43" E a distance of 49.18' to an existing iron pin at a corner in common with Parcel 29; thence along said Parcel 29 N 14° 20' 20" E a distance of 150.00' to an existing iron pin at a corner in common with Parcel 29; thence along said Parcel 29 N 44° 35' 11" E a distance of 318.72' to an existing iron pin at a corner in common with Parcel 29 and Parcel 4-93; thence along said Parcel 4-93 N 47° 47' 34" E a distance of 136.93' to a set iron pin at a corner in common with Parcel 4-93 and Parcel 6-93B; thence along said Parcel 6-93B S 42° 12' 34" E a distance of 271.34' to a set iron pin at a corner in common with Parcel 6-93B and on a line in common with Parcel 6-123; thence along said Parcel 6-123 S 47° 47' 26" W a distance of 1244.00' to a set iron pin at a corner in common with Parcel 6-123; thence along said Parcel 6-123 with a curve turning to the right with an arc length of 83.10', with a radius of 648.20', with a chord bearing of S 51° 27' 48" W, with a chord length of 83.04', to a set iron pin at a corner in common with Parcel 6-123; thence along said Parcel 6-123 S 55° 08' 10" W a distance of 551.35' to a set iron pin; which is the point of beginning.

Containing 275,880 Square Feet or 6.3333 Acres

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION PARCEL 6-93B

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-93B for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised July 19, 2016, Sheet 4 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set iron pin at a corner in common with Parcel 6-123 and Parcel 6-29C, said set iron pin having the PA State Plane Coordinate of North 244,046.04' East 1,997,675.28'; thence along said Parcel 6-29C N 42° 12' 34" W a distance of 271.34' to a set iron pin on line of Parcel 4-93; thence along said Parcel 4-93 N 47° 47' 34" E a distance of 143.43' to a set iron pin at a corner in common with Parcel 4-93; thence along said Parcel 4-93 S 42° 11' 41" E a distance of 117.03' to a set iron pin at a corner in common with Parcel 4-93; thence along said Parcel 4-93 S 57° 36' 05" E a distance of 160.04' to a set iron pin at a corner in common with Parcel 4-92 and Parcel 6-123; thence along said Parcel 6-123 S 47° 47' 26" W a distance of 185.88' to a set iron pin; which is the point of beginning.

Containing 42,188 Square Feet or 0.9685 Acres

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION PARCEL 6-123

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-123 for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised July 19, 2016, Sheet 5 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set iron pin on a common line with Parcel 3-89-7 at a corner in common with Parcel 6-124, said set iron pin having a PA State Plane Coordinate of North 241,677.76' East 1,996,666.87'; thence along said Parcel 6-124 N 21° 15' 29" W a distance of 958.96' to a set iron pin on the southeastern right of way line of Sandbag Road (50 feet wide) at a corner in common with Parcel 6-124; thence on said southeastern right of way line of Sandbag Road along said Parcel 6-124 S 72° 46' 23" W a distance of 44.61' to a set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-124; thence on said southeastern right of way line of Sandbag Road along said Parcel 6-124 with a curve turning to the left with an arc length of 187.91'. with a radius of 310.00', with a chord bearing of S 55° 24' 28" W, with a chord length of 185.05' to a set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-124; thence on said southeastern right of way line of Sandbag Road along Parcel 6-124 S 38° 02' 33" W a distance of 188.41' to set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-124 and Parcel 6-127; thence crossing over Sandbag Road and along said Parcel 6-127 N 51° 57' 27" W a distance of 338.46' to a set iron pin at a corner in common with Parcel 6-127 and Parcel 29A; thence along said Parcel 29A Lands now or formerly of Warrior Roofing Manufacturing of PA, LLC and along Parcel 29 with a curve turning to the left with an arc length of 409.01', with a radius of 937.46' with a chord bearing of N 60° 19' 01" E, with a chord length of 405.78' to an existing iron pin at a corner in common with Parcel 29: thence along said Parcel 29 N 47° 49' 04" E a distance of 192.16' to a set iron pin at a corner in common with Parcel 29 and Parcel 6-29C; thence along said Parcel 6-29C N 55° 08' 10" E a distance of 551.35' to a set iron pin at a corner in common with Parcel 6-29C: thence along said Parcel 6-29C with a curve turning to the left with an arc length of 83.10'. with a radius of 648.20', with a chord bearing of N 51° 27' 48" E, with a chord length of 83.04' to a set iron pin at a corner in common with Parcel 6-29C; thence along said Parcel 6-29C N 47° 47' 26" E a distance of 1,244.00' to a set iron pin at a corner in common with Parcel 6-29C and Parcel 6-93B, thence along said Parcel 6-93B N 47° 47' 26" E a distance of 185.88' to a set iron pin at a corner in common with Parcel 6-93B, Parcel 4-93 and Parcel 4-92; thence along said Parcel 4-92 S 57° 36' 05" E a distance of 420.13' to a set iron pin at a corner in common with Parcel 4-92 and parcel 3-89-15; thence along said Parcel 3-89-15 S 42° 50' 15" W a distance of 367.84' to a point at a corner in common with Parcel 3-89-15 and Parcel 3-89-14; thence along said Parcel 3-89-14 S 42° 50' 15" W a distance of 364.53' to a point at a corner in common with Parcel 3-89-14 and Parcel 3-89-13; thence along said Parcel 3-89-13 S 42° 50' 15" W a distance of 140.24' to a set iron

pin at a corner in common with Parcel 3-89-13; thence along said Parcel 3-89-13 S 30° 47′ 50″ W a distance of 202.96′ to an existing iron pin at a corner in common with Parcel 3-89-13 and Parcel 3-89-12; thence along said Parcel 3-89-12 S 30° 47′ 50″ W a distance of 386.64′ to an existing iron pin at a corner in common with Parcel 3-89-12 and Parcel 3-89-8; thence along said Parcel 3-89-8 S 30° 47′ 50″ W a distance of 197.39′ to an existing iron pin at a corner in common with Parcel 3-89-8; thence along said Parcel 3-89-8 S 35° 25′ 14″ W a distance of 659.01′ to an existing iron pin at a corner in common with parcel 3-89-8; thence along said Parcel 3-89-8 S 16° 27′ 26″ W a distance of 285.86′ to a point at a corner in common with Parcel 3-89-8 and Parcel 3-89-7; thence along said Parcel 3-89-7 S 16° 27′ 26″ W a distance of 147.00′ to a set iron pin; which is the point of beginning.

Containing 1,593,767 Square Feet or 36.5879 Acres

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION PARCEL 6-124

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-124 for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised July 19, 2016, Sheet 6 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set iron pin on the northern right of way line of Carbaugh Avenue (50 feet wide) at a corner in common with Parcel 3-89-6, said set iron pin having the PA State Plane Coordinate of North 240,595.44' East 1,996,189.62'; thence along said northern right of way line of Carbaugh Avenue N 61° 50' 19" W a distance of 545.84' to a set iron pin on the northern right of way line of Carbaugh Avenue at a corner in common with Parcel 6-125; thence along said Parcel 6-125 N 28° 09' 24" E a distance of 1,139.65' to a set iron pin at a corner in common with Parcel 6-125; thence along said Parcel 6-125 N 61° 50' 36" W a distance of 310.72' to a set iron pin at a corner in common with Parcel 6-125; thence along said Parcel 6-125 S 28° 09' 24" W a distance of 326.59' to a set iron pin at a corner in common with Parcel 6-125, thence along said Parcel 6-125 N 62° 01' 01" W a distance of 229.04' to a set iron pin at a corner in common with Parcel 6-125 and Parcel 6-126; thence along said Parcel 6-126 N 17°10' 23" W a distance of 98.48' to a set iron pin on the southeastern right of way line of Sandbag Road (50 feet wide) at a corner in common with Parcel 6-126 and Parcel 6-127; thence along said southeastern right of way line of Sandbag Road and along said Parcel 6-127 with a curve turning to the left with an arc length of 131.44', with a radius of 275.00', with a chord bearing of N 59° 08' 05" E, with a chord length of 130.19' to a set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-127; thence along said southeastern right of way line of Sandbag Road and Parcel 6-127 N 45° 26' 33" E a distance of 330.00' to a set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-127; thence along said southeastern right of way line of Sandbag Road and said Parcel 6-127 with a curve turning to the left with an arc length of 64.58', with a radius of 500.00', with a chord bearing of N 41° 44' 33" E, with a chord length of 64.53' to set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-127; thence along said southeastern right of way of Sandbag Road and said Parcel 6-127 N 38° 02' 33" E a distance of 51.12' to set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-127 and Parcel 6-123; thence along said southeastern right of way line of Sandbag Road and said Parcel 6-123 N 38° 02' 33" E a distance of 188.41' to set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-123; thence along said southeastern right of way line of Sandbag Road and said Parcel 6-123 with a curve turning to the right with an arc length of 187.91', with a radius of 310.00', with a chord bearing of N 55° 24' 28" E, with a chord length of 185.05' to a set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-123; thence along said southeastern right of way line of Sandbag Road and said Parcel 6-123 N 72° 46' 23" E a

distance of 44.61' to a set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-123; thence leaving the southeastern right of way line of Sandbag Road and along said Parcel 6-123 S 21° 15' 29" E a distance of 958.96' to a set iron pin at a corner in common with Parcel 6-123 and Parcel 3-89-7; thence along said Parcel 3-89-7 S 16° 27' 26" W a distance of 287.34' to a set iron pin at a corner in common with Parcel 3-89-7; thence along said Parcel 3-89-7 S 26° 08' 08" W a distance of 303.63' to a point at a corner in common with Parcel 3-89-7 and Parcel 3-89-6; thence along said Parcel 3-89-6 S 26° 08' 08" W a distance of 595.01' to a set iron pin on the northern right of way line of Carbaugh Avenue; which is the point of beginning.

Containing 1,018,648 Square Feet or 23.3849 Acres

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION PARCEL 6-125

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-125 for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised July 19, 2016, Sheet 7 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set iron pin at a corner in common with Parcel 6-124 on the northern right of way line of Carbaugh Avenue (50 feet wide), said set iron pin having the PA State Plane Coordinate of North 240,853.05' East 1,995,708.40'; thence along said northern right of way line of Carbaugh Avenue N 61° 50' 19" W a distance of 499.74' to a set iron pin on the northern right of way line of Carbaugh Avenue at a corner in common with Parcel 6-126; thence along said Parcel 6-126 with a curve turning to the right with an arc length of 62.83', with a radius of 40.00', with a chord bearing of N 16° 50' 30" W, with a chord length of 56.57' to a set iron pin at a corner in common with Parcel 6-126: thence along said Parcel 6-126 N 28° 09' 19" E a distance of 772.33' to a set iron pin at a corner in common with Parcel 6-126 and Parcel 6-124; thence along said Parcel 6-124 S 62° 01' 01" E a distance of 229.04' to a set iron pin at a corner in common with Parcel 6-124; thence along said Parcel 6-124 N 28° 09' 24" E a distance of 326.59' to a set iron pin at a corner in common with Parcel 6-124; thence along said Parcel 6-124 S 61° 50' 36" E a distance of 310.72' to a set iron pin at a corner in common with Parcel 6-124; thence along said Parcel 6-124 S 28° 09' 24" W a distance of 1,139.65' to a set iron pin; which is the point of beginning.

Containing 539,895 Square Feet or 12,3943 Acres

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION

& BOUNDS DESCRIPTION PARCEL 6-126

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-126 for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised July 19, 2016, Sheet 8 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at an existing magnetic nail on the northern right of way line of Carbaugh Avenue (50 feet wide) at a corner in common with Parcel 2-72, said existing magnetic nail having the PA State Plane Coordinate of North 241,229.58' East 1,995,005.04'; thence along said Parcel 2-72 N 28° 20' 10" E a distance of 596.75' to an existing magnetic nail at a corner in common with Parcel 2-72; thence along said Parcel 2-72 N 80° 37' 02" W a distance of 172.26' to a set iron pin on a line in common with Parcel 2-72 at a corner in common with Parcel 6-127; thence along said Parcel 6-127 N 32° 37' 55" E a distance of 269.66' to a set iron pin on the southern right-of-way line of Sandbag Road (50 feet wide) at a corner in common with Parcel 6-127; thence along the southern right of way line of said Sandbag Road and along said Parcel 6-127 with a curve turning to the right with an arc length of 91.53', with a radius of 625.00', with a chord bearing of S 57° 22' 14" E, with a chord length of 91.45' to a set iron pin on the southern right of way line of Sandbag Road at a corner in common with Parcel 6-127; thence continuing along the southern right of way line of Sandbag Road and along Parcel 6-127 with a curve turning to the left with an arc length of 259.17', with a radius of 275.00', with a chord bearing of S 80° 10' 26" E. with a chord length of 249.69' to a set iron pin on the southern right of way line of Sandbag Road at a corner in common with Parcel 6-127 and Parcel 6-124; thence along said Parcel 6-124 S 17°10' 23" E a distance of 98.48' to a set iron pin at a corner in common with Parcel 6-124 and Parcel 6-125; thence along said Parcel 6-125 S 28° 09' 19" W a distance of 772.33' to a set iron pin at a corner in common with Parcel 6-125; thence along said Parcel 6-125 with a curve turning to the left with an arc length of 62.83', with a radius of 40.00', with a chord bearing of S 16° 50' 30" E, with a chord length of 56.57' to a set iron pin on the northern right of way line of Carbaugh Avenue (50 feet wide) at a corner in common with Parcel 6-125; thence along the northern right of way line of Carbaugh Avenue N 61° 50′ 19" W a distance of 298.06' to an existing magnetic nail on the northern right of way line of Carbaugh Avenue; which is the point of beginning.

Containing 249,868 Square Feet or 5.7362 Acres

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER

METES & BOUNDS DESCRIPTION PARCEL 6-127

All that certain parcel of land being situated in Greene Township and Letterkenny Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-127 for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised July 19, 2016, Sheet 9 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at an existing iron pin on the eastern right of way line of Letterkenny Road West (50 feet wide) at a corner in common with Lands now or formerly of Access Properties, LLC, said existing iron pin having the PA State Plane Coordinate of North 241,801.07' East 1,994,440.96'; thence along said eastern right of way line of Letterkenny Road West N 17° 29' 16" W a distance of 558.07' to a set iron pin on the eastern right of way line of Letterkenny Road West; thence along said eastern right of way line of Letterkenny Road West with a curve turning to the right with an arc length of 48.54', with a radius of 2,975.00', with a chord bearing of N17° 01' 14" W, with a chord length of 48.54' to a set iron pin on the eastern right of way line of Letterkenny Road West, thence along said eastern right of way line of Letterkenny Road West N 16° 33' 11" W a distance of 247.29' to a set iron pin on the eastern right of way line of Letterkenny Road West at a corner in common with Lands now or formerly of The United States of America; thence along said Lands now or formerly of The United States of America S 82° 33' 06" E a distance of 606.38' to a set iron pin at a corner in common with Lands now or formerly of The United States of America; thence along said Lands now or formerly of The United States of America S 87° 19' 34" E a distance of 131.25' to a set iron pin at a corner in common with Lands now or formerly of The United States of America and Parcel 6-29A-2: thence along said Parcel 6-29A-2 S 82° 53' 32" E a distance of 161.80' to an existing iron T bar at a corner in common with Parcel 6-29A-2 and Parcel 29A Lands now or formerly of Warrior Roofing Manufacturing of PA, LLC; thence along said Parcel 29A Lands now or formerly of Warrior Roofing Manufacturing of PA, LLC S 82° 53' 32" E a distance of 269.18' to an existing iron T bar at a corner in common with Parcel 29A Lands now or formerly of Warrior Roofing Manufacturing of PA, LLC; thence along said Parcel 29A Lands now or formerly of Warrior Roofing Manufacturing of PA, LLC with a curve turning to the left with an arc length of 397.46', with a radius of 937.46', with a chord bearing of N 84° 57' 43" E, with a chord length of 394.49' to a set iron pin at a corner in common with Parcel 29A Lands now or formerly of Warrior Roofing Manufacturing of PA, LLC and Parcel 6-123; thence along said Parcel 6-123 S 51° 57' 27" E a distance of 338.46' to a set iron pin on the southeastern right of way line of Sandbag Road (50 feet wide) at a corner in common with Parcel 6-123 and Parcel 6-124; thence on said southeastern right of way line of Sandbag Road and along said Parcel 6-124 S 38° 02' 33" W a distance of 51.12' to a set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-124; thence on said southeastern right of way line of Sandbag Road and along said Parcel 6-124 with a curve turning to the right with an arc length of

64.58', with a radius of 500.00', with a chord bearing of S 41° 44' 33" W, with a chord length of 64.53' to set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-124; thence on said southeastern right of way line of Sandbag Road and along said Parcel 6-124 S 45° 26' 33" W a distance of 330.00' to a set iron pin on the southeastern right of way line of Sandbag Road at a corner in common with Parcel 6-124; thence on said southeastern right of way line of Sandbag Road and along said Parcel 6-124 with a curve turning to the right with an arc length of 131.44', with a radius of 275.00', with a chord bearing of S 59° 08' 05" W, with a chord length of 130.19' to a set iron pin on the southern right of way line of Sandbag Road at a corner in common with Parcel 6-124 and Parcel 6-126; thence on said southern right of way line of Sandbag Road and along said Parcel 6-126 with a curve turning to the right with an arc length of 259.17', with a radius of 275.00', with a chord bearing of N 80° 10' 26" W, with a chord length of 249.69' to a set iron pin on the southern right of way line of Sandbag Road at a corner in common with Parcel 6-126; thence on said southern right of way line of Sandbag Road and along said Parcel 6-126 with a curve turning to the left with an arc length of 91.53', with a radius of 625.00', with a chord bearing of N 57° 22' 14" W, with a chord length of 91.45', to a set iron pin on the southern right of way line of Sandbag Road at a corner in common with Parcel 6-126; thence leaving the southern right of way line of Sandbag Road and along said Parcel 6-126 S 32° 37' 55" W a distance of 269.66' to a set iron pin at a corner in common with Parcel 6-126 and common line with Parcel 2-72; thence along said Parcel 2-72 N 80° 37' 02" W a distance of 118.51' to an existing iron pin at a corner in common with Parcel 2-72 and Lands now or formerly of United Churches of the Chambersburg Area; thence along said Lands now or formerly of United Churches of the Chambersburg Area and along Lands now or formerly of Access Properties LLC S 89° 52' 54" W a distance of 560.45' to an existing iron pin; which is the point of beginning.

Containing 1,015,198 Square Feet or 23.3057 Acres

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION PARCEL 6-128

All that certain parcel of land being situated in Letterkenny Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-128 for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised July 19, 2016, Sheet 10 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set iron pin on the northern side of South Patrol Road at a corner in common with Lands now or formerly of The United States of America, said set iron pin having the PA State Plane Coordinate of North 240,851.69' East 1.991.874.06: thence leaving South Patrol Road and running along said Lands now or formerly of The United States of America N 09° 31' 32" W a distance of 307.23' to a set iron pin at a corner in common with Lands now or formerly of The United States of America: thence along said Lands now or formerly of The United States of America N 40° 41' 54" E a distance of 205.00' to a set iron pin at a corner in common with Lands now or formerly of The United States of America; thence along said Lands now or formerly of The United States of America N 54° 20' 11" E a distance of 253.36' to a set iron pin at a corner in common with Lands now or formerly of The United States of America; thence along said Lands now or formerly of The United States of America N 80° 28' 28" E a distance of 515.00' to a set iron pin at a corner in common with Lands now or formerly of The United States of America; thence along said Lands now or formerly of The United States of America S 09° 31' 32" E a distance of 550.00' to a set iron pin on the northern side of South Patrol Road at a corner in common with Lands now or formerly of The United States of America; thence along said northern side of South Patrol Road along Lands now or formerly of The United States of America S 80° 28' 28" W a distance of 900.00' to a set iron pin; which is the point of beginning.

Containing 454,392 Square Feet or 10.4314 Acres

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 6 ~ LAND TRANSFER METES & BOUNDS DESCRIPTION PARCEL 6-129

All that certain parcel of land being situated in Letterkenny Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 6-129 for Letterkenny Industrial Development Authority, Phase 6 Land Transfer Plan Drawing No. 16-21, dated February 29, 2016, Revised June 17, 2016, most recently revised September 1, 2016, Sheet 11 of 11 by Dennis E. Black Engineering Inc. being more particularly described as follows:

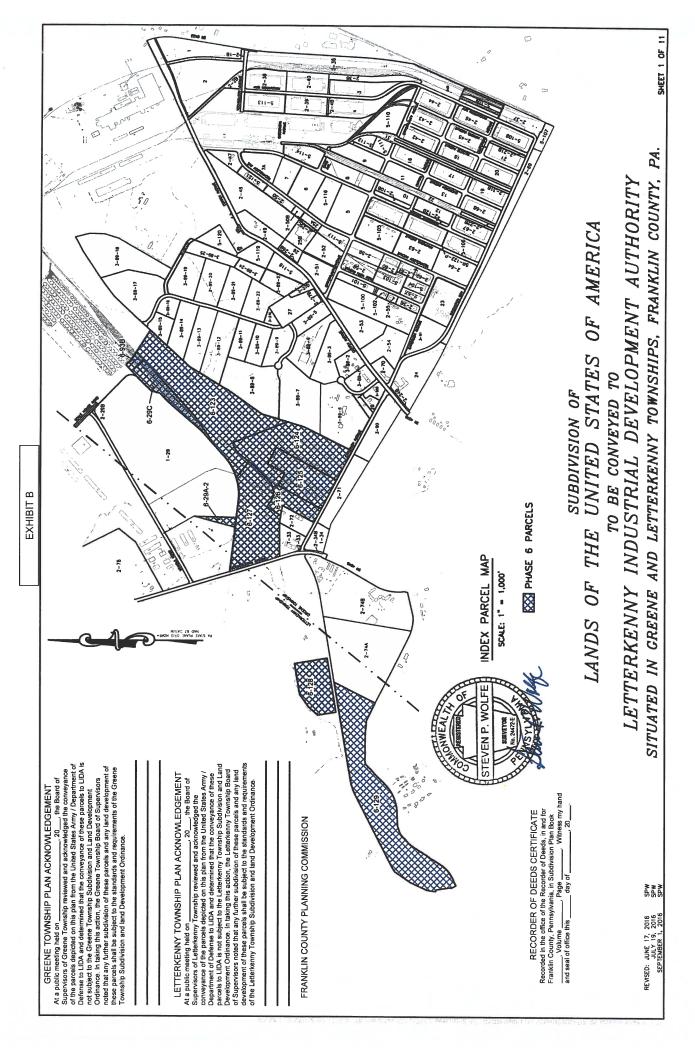
Beginning at an existing iron pin on the northern right of way line of Rocky Spring Road (S.R. 4017) at a corner in common with Lands now or formerly of The Chambersburg Area School District, said existing iron pin having the PA State Plane Coordinate of North 240,208.58' East 1,992,023.65'; thence along said northern right of way line of Rocky Spring Road N 62° 42' 30" W a distance of 120.66' to a point; thence continuing along the northern right of way line of Rocky Spring Road with a curve turning to the left with an arc length of 83.30', with a radius of 970.00', with a chord bearing of N 65° 32' 46" W, with a chord length of 83.27' to a point; thence continuing along the northern right of way line of Rocky Spring Road N 64° 13' 11" W a distance of 118.78' to a point; thence continuing along the northern right of way line of Rocky Spring Road N 86° 50' 34" W a distance of 93.52' to a point; thence continuing along the northern right of way line of Rocky Spring Road with a curve turning to the left with an arc length of 141.32', with a radius of 970.00', with a chord bearing of N 84° 30' 13" W, with a chord length of 141.20' to a point; thence continuing along the northern right of way line of Rocky Spring Road N 88° 40' 40" W a distance of 239.72' to a point; thence continuing along the northern right of way line of Rocky Spring Road with a curve turning to the left with an arc length of 73.29', with a radius of 520.00', with a chord bearing of S 87° 17' 04" W, with a chord length of 73.23' to a point; thence continuing along the northern right of way line of Rocky Spring Road N 88° 04' 15" W a distance of 109.80' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 82° 02' 20" W a distance of 55.62' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 48° 26' 12" W a distance of 56.46' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 43° 38' 17" W a distance of 59.98' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 48° 19' 16" W a distance of 93.62' to a point; thence continuing along the northern right of way line of Rocky Spring Road with a curve turning to the left with an arc length of 46.80', with a radius of 620.00', with a chord bearing of S 46° 45' 39" W, with a chord length of 46.79 to a point; thence continuing along the northern right of way line of Rocky Spring Road S 44° 35' 55" W a distance of 191.61' to a point; thence continuing along the northern right of way line of Rocky Spring Road with a curve turning to the right with an arc length of 494.85', with a radius of 705.00', with a chord bearing of S 64° 42' 24" W, with a chord length of 484.75' to a point; thence along the northern right of way line of Rocky Spring Road S 87° 52' 14" W a distance of 256.57' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 70° 53' 11" W a distance of 111.37' to a point; thence continuing

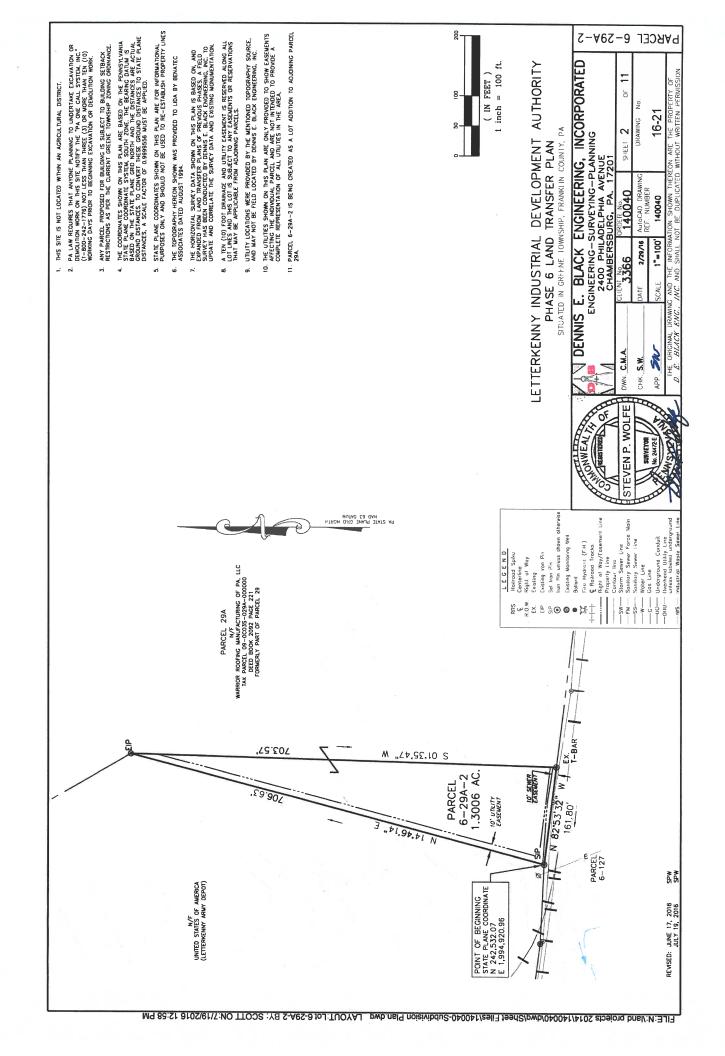
along the northern right of way line of Rocky Spring Road S 63° 37' 02" W a distance of 49.47' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 46° 51' 47" W a distance of 57.19' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 37° 07' 20" W a distance of 27.25 ' to a point; thence continuing along the northern right of way line of Rocky Spring Road with a curve turning to the left with an arc length of 222.99', with a radius of 595.00', with a chord bearing of S 42° 49' 32" W, with a chord length of 221.69' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 32° 05' 20" W a distance of 247.83' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 37° 21' 54" W a distance of 60.84" to a point; thence continuing along the northern right of way line of Rocky Spring Road S 29° 52' 21" W a distance of 130.10' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 31° 40' 24" W a distance of 77.54' to a point; thence continuing along the northern right of way line of Rocky Spring Road with a curve turning to the right with an arc length of 270.14', with a radius of 530.00', with a chord bearing of S 46° 41' 28" W, with a chord length of 267.23' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 61° 17' 36" W a distance of 49.97' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 69° 40' 31" W a distance of 54.88' to a point; thence continuing along the northern right of way line of Rocky Spring Road S 61° 17' 36" W a distance of 68.88' to an existing iron pin in concrete on the northern right of way line of Rocky Spring Road at a corner in common with lands now or formerly of The United States of America; thence leaving the northern right of way line of Rocky Spring Road and along lands now or formerly of The United States of America N 27° 45' 05" W a distance of 87.91' to a set iron pin; thence continuing along lands now or formerly of The United States of America N 22° 22' 47" E a distance of 17.42' to a set iron pin; thence continuing along lands now or formerly of The United States of America N 07° 40' 36" W a distance of 237.50' to a set iron pin; thence continuing along lands now or formerly of The United States of America N 73° 53' 26" W a distance of 30.74' to a set iron pin; thence continuing along lands now or formerly of The United States of America N 15° 21' 31" W a distance of 4.94' to a set iron pin on the south side of South Patrol Road at lands now or formerly of The United States of America; thence along the south side of South Patrol Road and lands now or formerly of The United States of America N 07° 57' 35" E a distance of 137.82' to a set iron pin; thence continuing along the south side of South Patrol Road and lands now or formerly of The United States of America N 16° 49' 45" E a distance of 8.30' to a set iron pin; thence continuing along the south side of South Patrol Road and lands now or formerly of The United States of America N 24° 29' 03" E a distance of 299.41' to a set iron pin; thence continuing along the south side of South Patrol Road and lands now or formerly of The United States of America N 34° 04' 37" E a distance of 321.01' to a set iron pin; thence continuing along the south side of South Patrol Road and lands now or formerly of The United States of America with a curve turning to the right with an arc length of 80.74', with a radius of 575.00', with a chord bearing of N 59° 00' 49" E, with a chord length of 80.67' to a set iron pin; thence continuing along the south side of South Patrol Road and along lands now or formerly of The United States of America N 63° 02' 10" E a distance of 1,331.84' to a set iron pin; thence continuing along the south side of South Patrol Road and lands now or formerly of The United States of America with a curve turning to the right with an arc length of 266.31', with a radius of 875.00', with a

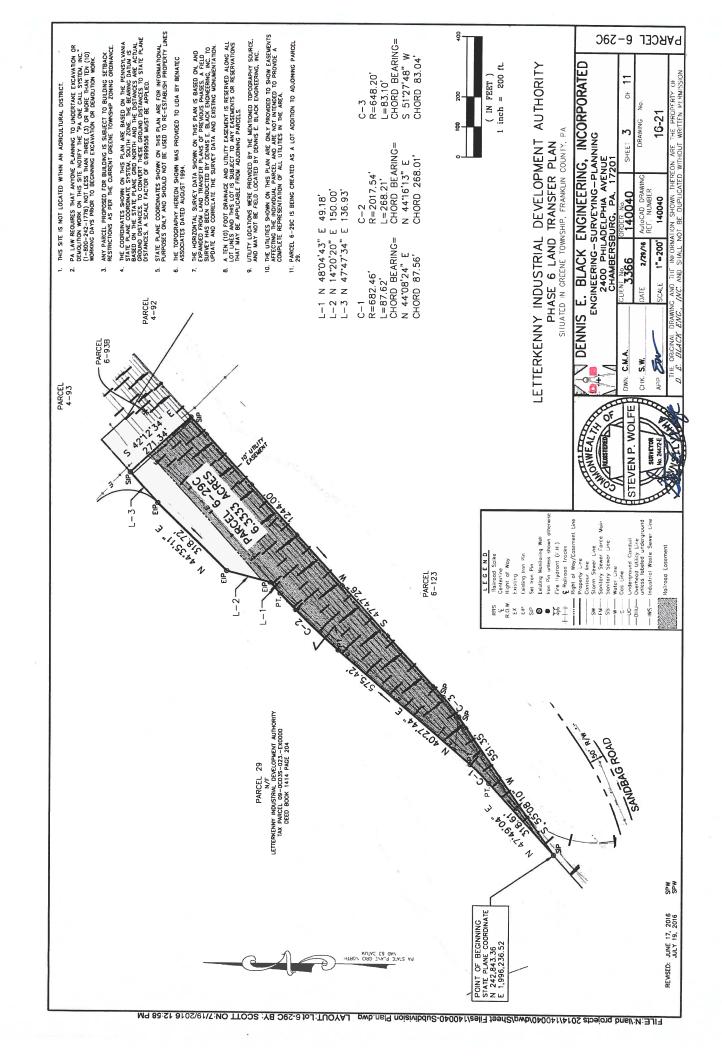
chord bearing of N 71° 45′ 18″ E, with a chord length of 265.28′ to a set iron pin; thence continuing along the south side of South Patrol Road and along lands now or formerly of The United States of America N 80° 28′ 27″ E a distance of 1,629.67′ to an existing iron pin on the south side of South Patrol Road at a corner in common with lands now or formerly of The United States of America and lands now or formerly of The Chambersburg Area School District; thence leaving the south side of South Patrol Road and along lands now or formerly of The Chambersburg Area School District S 26° 55′ 33″ W a distance of 757.12′ to an existing iron pin; which is the point of beginning.

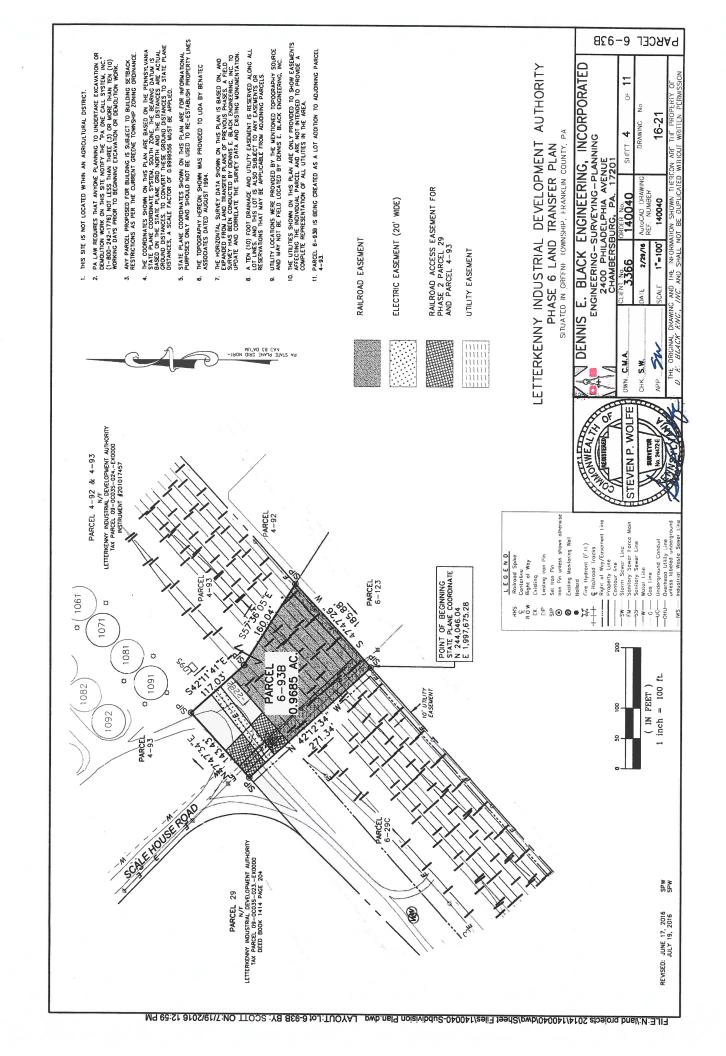
Containing 1,699,125 Square Feet* or 39.0065 Acres

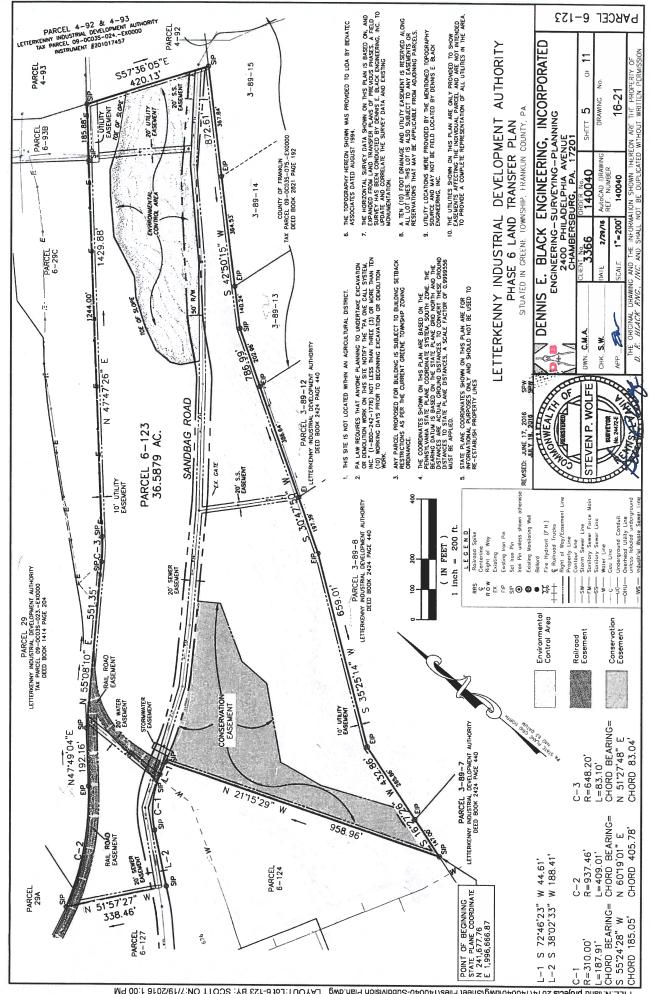
*revised square footage 12/8/18 (DEBEI spw)

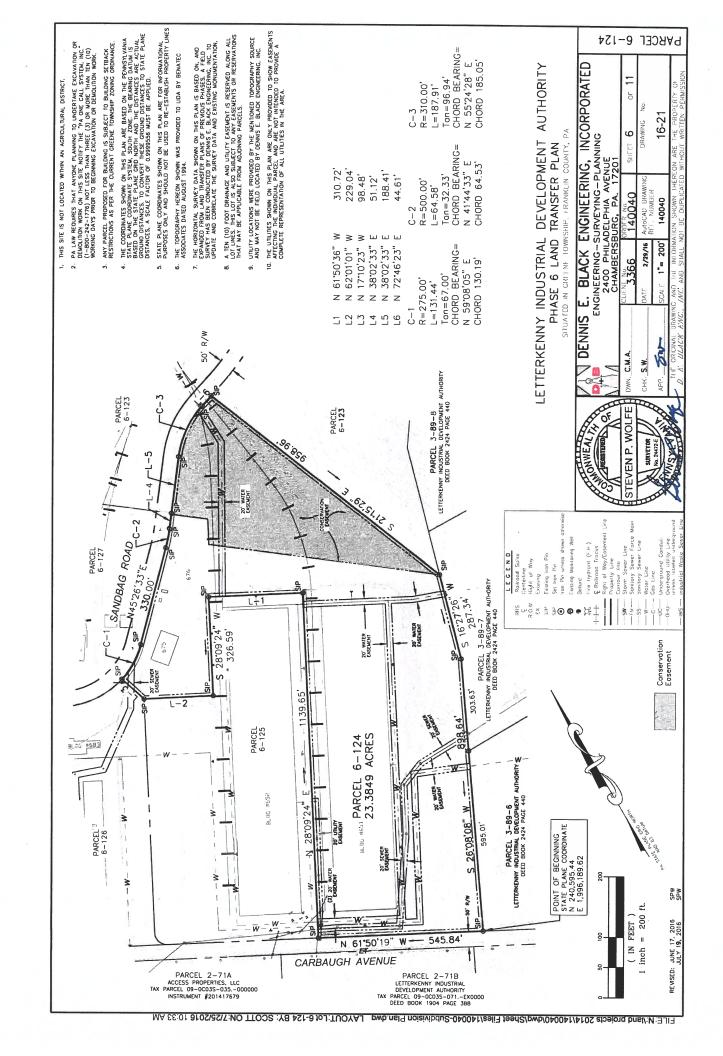


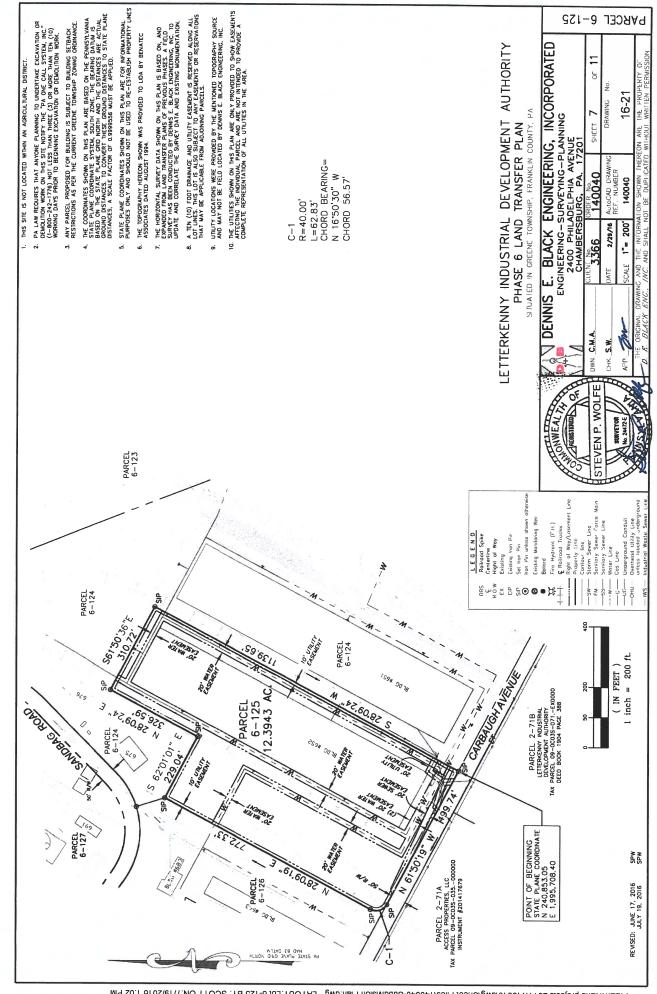


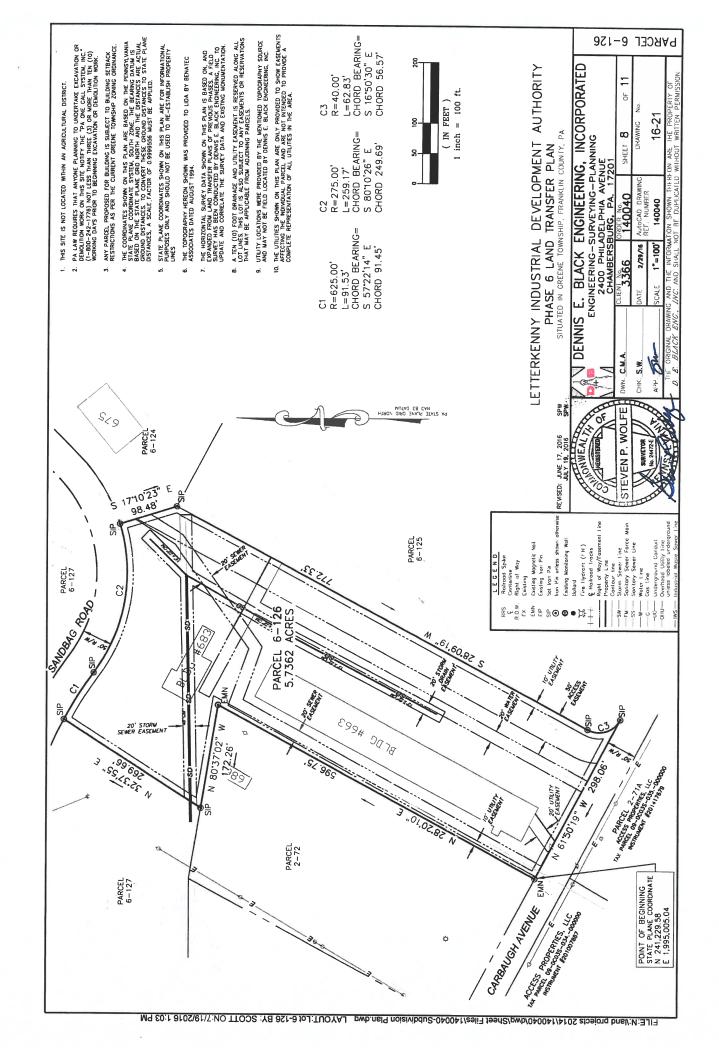


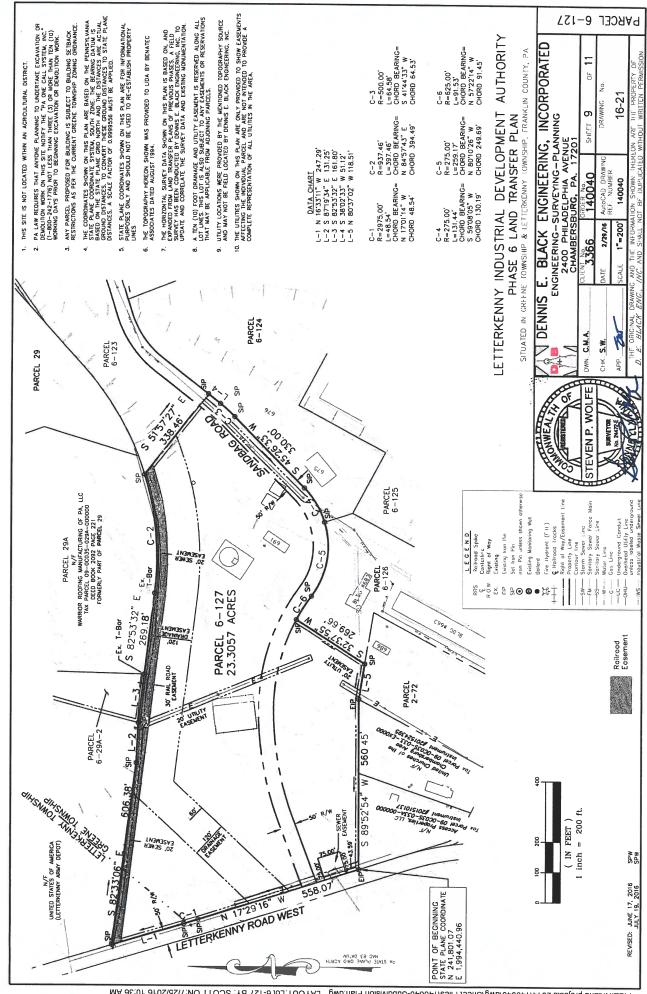


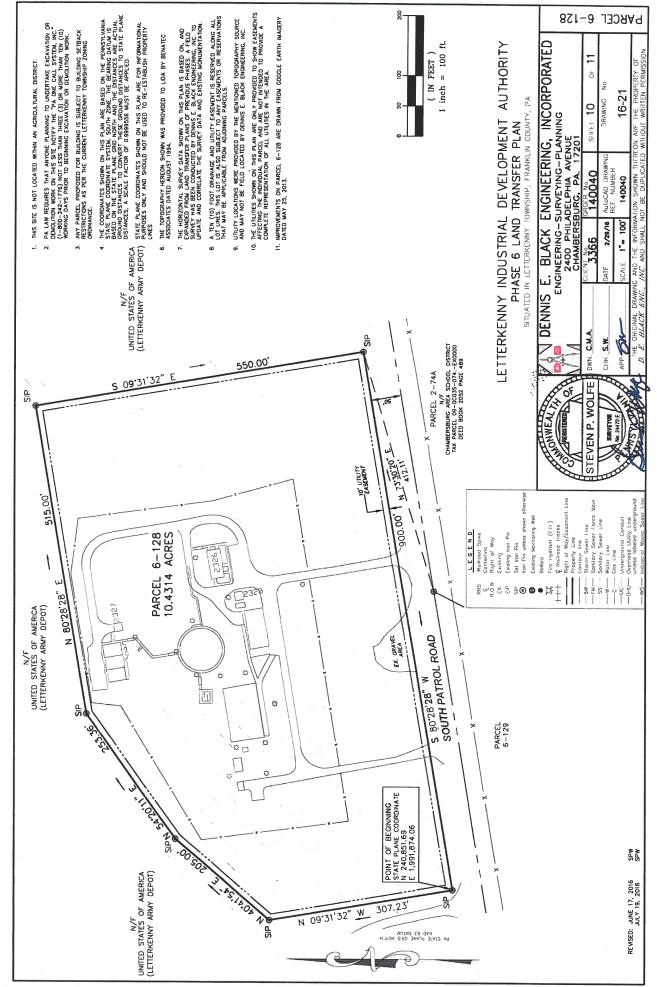












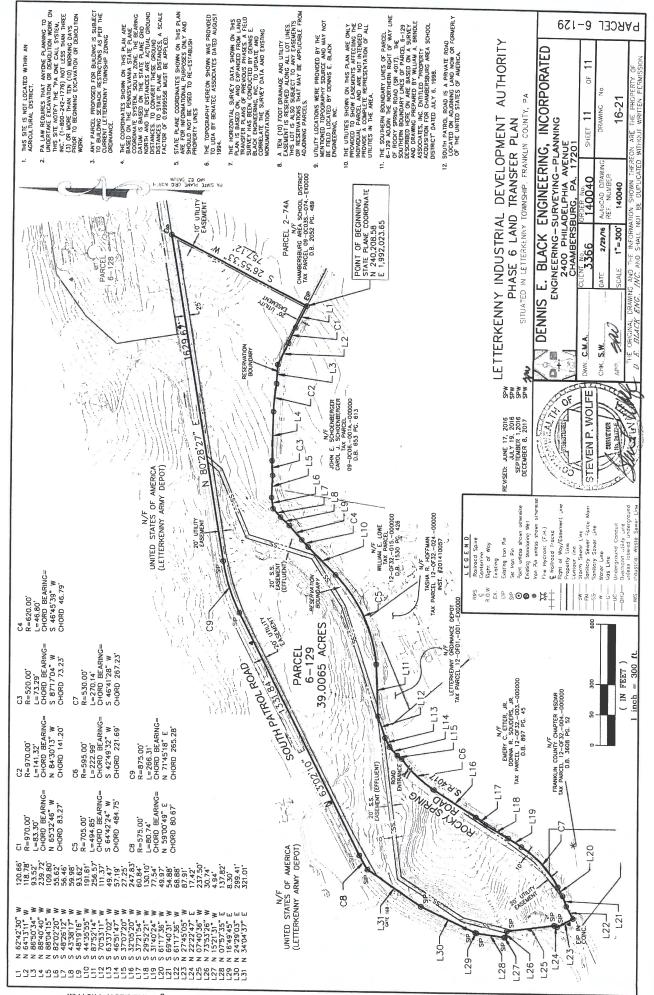


EXHIBIT C

Table 2

Notification of Hazardous Substance Storage, Release, and/or Disposal,^a Phase VI BRAC Parcels, Letterkenny Army Depot, Chambersburg, PA

Parcel Number	Building/Facility Number	Name of Hazardous Substance	Date of Storage/Disposal/Release	Remedial Action
6-124	651	Storage Unknown quantities of general maintenance chemicals and chemicals from former vehicle storage. Current storage of 5-10 gallons of latex paint and small quantities of spray paint. No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	1953 – 1990	See footnote b.
6-125	652	Storage Unknown quantities of general maintenance chemicals and chemicals from former vehicle storage. No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	1953 – 1990	See footnote b.
6-124	675	Storage Unknown quantities of RCRA wastes ^c including corrosives, oxidizers, PCBs, chlorinated solvents, used oils, and deactivated furnace ash. No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	1982 – 1996 March 1996 (opened under new permit) Army discontinued storage July 2002 in prep for RCRA Closure	RCRA Closure completed June 1996 RCRA Closure completed December 2010

Table 2

Notification of Hazardous Substance Storage, Release, and/or Disposal^a (Continued) Phase VI BRAC Parcels Letterkenny Army Depot, Chambersburg, PA

Parcel Number	Building/Facility Number	Name of Hazardous Substance	Date of Storage/Disposal/Release	Remedial Action
6-124	9/9	Storage	1982 – August 1993	RCRA Closure completed
		Unknown quantities of RCRA wastes ^c including paint wastes, flammable solvents,	March 1996 (Onened under new nermit)	September 1994
		paint filters, wastewater containing heavy metals, waste oils, and chlorinated solvents.	Army discontinued storage July 2002 in	RCRA Closure completed
		No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	prep for RCRA Closure	December 2010
6-126	683	Storage	1946 – 1993	RCRA Closure completed
		Unknown quantities of RCRA wastes ^c at two		September 2009
		outdoor concrete storage pads, including paint wastes, used paint filters, and waste oils.	Closure activities at the site from 1993 – 2006	
		Storage Area 2 associated with this RCRA site is west of Building 688.		
		No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.		
6-127	969	Storage	1982 – May 1994	RCRA Closure completed June
		Unknown quantities of RCRA wastes ^c including waste oils and chlorinated solvents.	March 1996 (Opened under new permit)	1996
		No hazardous substances currently stored on		
		the property in excess of the quantities specified in 40 CFR Part 373.	Army discontinued storage November 2001 in prep for RCRA Closure	RCRA Closure completed December 2010

Table 2

Notification of Hazardous Substance Storage, Release, and/or Disposal^a (Continued) Phase VI BRAC Parcels Letterkenny Army Depot, Chambersburg, PA

Parcel Number	Building/Facility Number	Name of Hazardous Substance	Date of Storage/Disposal/Release	Remedial Action
6-123	Pad 5 Landfill	Storage Unknown quantities of construction debris, waste blast material from paint removal equipment, drums of residual waste, and untreated scrap wood and shredded wood. No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	1952 – 1956 No records of exact dates. ^b	August 2002 Wood removal action December 2005 VOC- contaminated soil removal December 2006 VOC- contaminated soil removal
6-125, 6-126	Vehicle Wash Area (VWA)	Storage Unknown quantities of supplies use for washing vehicles. No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	No records of exact dates. ^b	See footnote b.
6-125	Roof Tar Storage Area (RTSA)	Storage Unknown quantities roofing tar. No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	No records of exact dates. ^b	See footnote b.
6-127	Road Management Area-Aboveground Storage Tank (RMA-AST)	Storage Unknown quantities of kerosene in unbermed AST. No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	No records of exact dates. ^b	AST used to store kerosene removed (date unknown)

Table 2

Notification of Hazardous Substance Storage, Release, and/or Disposal^a (Continued) Phase VI BRAC Parcels Letterkenny Army Depot, Chambersburg, PA

Parcel Number	Building/Facility Number	Name of Hazardous Substance	Date of Storage/Disposal/Release	Remedial Action
6-127	Rocky Spring Stormwater Drainage Ditch Downgradient of DRMO Scrapyard	Release Unknown quantities of PCB released during electronic scrapping operations at the Armyretained DRMO Scrapyard (PDO OU 5).	No records of exact dates. ^b	January 2002 – 42 tons of PCB-contaminated sediments were removed from area known as the Plunge Pool.
6-128	Sewage Treatment Plant, Control/Blower Building (new)	Storage Aluminum Sulfate – 3,000-gallon poly AST Sodium hydroxide – two 200-gallon ASTs	Building constructed in 2013	None
6-128	2325 Former Pesticide Building (torn down 2012)	Storage Unknown quantities of hazardous materials and/or hazardous wastes, including laboratory chemicals, pesticides, and herbicides. No hazardous substances currently stored on the property in excess of the quantities specified in 40 CFR Part 373.	1942 – 1990; initially used as laboratory for the former LEAD Sanitary Sewage Plant (1942-1981), then used to store and mix pesticides and herbicides (1981-1990).	None
6-123, 6-124, 6-127, 6-128, 6-129, 6-93B, 6-29C, and 6-29C, and	Parcels Downgradient of Pad 5 Landfill and PDO Revetments within DRMO Scrapyard	Release VOC containing solvents were disposed of at Pad 5 Landfill. VOC containing solvents were stored at Armyretained PDO revetments within the DRMO Scrapyard.	No records of exact dates. ^b	December 2005 & December 2006 VOC-contaminated soil removal at Pad 5 Landfill. No further action at PDO revetments.

Table 2

Notification of Hazardous Substance Storage, Release, and/or Disposala (Continued) Letterkenny Army Depot, Chambersburg, PA Phase VI BRAC Parcels

RMA-AST = Road Management Area-Aboveground Storage Tank RCRA = Resource Conservation and Recovery Act PDO = Property Disposal Office RTSA = Roof Tar Storage Area DRMO = Defense Reutilization and Marketing Office 3RAC = Base Realignment and Closure CFR = Code of Federal Regulations LEAD = Letterkenny Army Depot AST = aboveground storage tank PCB = polychlorinated biphenyl OU = Operable Unit

VOC = volatile organic compound VWA = Vehicle Wash Area

and Liability Act (CERCLA (or "Superfund"), 42 United States Code (U.S.C.) Section 9620(h). This table provides information on the storage of hazardous substances for 1 year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (whichever is greater). In addition, it provides information on the known The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, release of hazardous substances in quantities greater than or equal to the quantities referenced in 40 CFR Part 373.

soil, and in some areas as historically low levels of VOCs detected in groundwater monitoring wells (e.g., trichloroethene [TCE]). There are no records of how long the hazardous substances were stored and/or used or what quantities were released. Some of the buildings within the Phase VI BRAC property, such as Buildings 663, 683, 691, 2326, 2327, and 2328, are or have been used for industrial purposes, including grinding, painting, lubricating, and treatment of sanitary water. The buildings within Phase VI were, or are currently, used for administrative offices, maintenance, sanitary sewage treatment, or storage, such as Buildings 651, 652, 663, 683, 689, 691. Based on the results of the risk assessments (RAs) (as documented in the respective Remedial Investigation [RI]/RA reports), the Army, EPA, and PADEP determined that land use controls (LUCs), which are identified as the remedy in the Phase VI Record of Hazardous substances were thought to be released in the past as evidenced by historically low levels of VOCs, semivolatile organic compounds, pesticides, PCBs, and metals detected in Decision (ROD), are necessary to ensure the property is not used for scenarios less restrictive than commercial/industrial purposes. The performance of industrial and/or commercial operations at this site will not pose an unacceptable risk to human health (Weston Solutions, Inc. [WESTON®], 2008 LKD.RT-304; WESTON, 2009b LKD.RT-329; WESTON, 2010a LKD.RT-340; WESTON, 2010c LKD.RT-338; WESTON, 2010g LKD.RT-352).

EPA Waste Codes: D001 (ignitable waste), D005 (waste containing barium), D006 (waste containing cadmium), D007 (waste containing chromium), D008 (waste containing lead), D011 (waste containing silver), D018 (waste containing benzene), D035 (waste containing methyl ethyl ketone) **EXHIBIT D**

Notification of Petroleum Product Storage, Release, and/or Disposal,^a Phase VI BRAC Parcels, Letterkenny Army Depot, Chambersburg, PA

Parcel Number	Building/Facility Number	Name of Petroleum Product	Type and Date of Storage/Disposal/Release	Remedial Action
6-124	1-650	Current Storage: None Past Storage: Heating Oil Releases: None	Current Storage: N/A Past Storage: AST; unknown size/installation (was removed when observed during EBS inspection) ^b Releases: N/A	Current Storage: None Required Past Storage: AST removed (date unknown) Releases: None Required
6-124	651	<u>Current Storage</u> : Diesel Fuel, Propane <u>Past Storage</u> : None <u>Releases</u> : None	Current Storage: 275-gallon AST Two 55-gallon drums Twenty-four 8-gallon propane forklift cylinders 100-gallon propane heating tank Past Storage: None	Current Storage: None Required Past Storage: None Required Releases: None required
6-125	652	Current Storage: Diesel Fuel, Propane, Motor Oil <u>Past Storage</u> : None <u>Releases</u> : Gasoline	Current Storage: Concessed to the Ast Storage: Z75-gallon drum of hydraulic fluid Past Storage: Two 1,000-gallon propane ASTs Four 100-gallon propane ASTs Eight 8-gallon propane forklift cylinders Ten 55-gallon drums of motor oil Releases: (8/1/1991) 110 gallons of gas—tank contents spilled on blacktop while being moved.	Current Storage: None Required Past Storage: None Required Releases: Foam and Speedi Dri.
6-126	663	Current Storage: none Past Storage: Propane Releases: None	Current Storage: None Past Storage: 200-gallon propane AST; installation unknown Releases: None	Current Storage: None Required Past Storage: None Required Releases: None Required

Notification of Petroleum Product Storage, Release, and/or Disposal^a (Continued) Phase VI BRAC Parcels, Letterkenny Army Depot, Chambersburg, PA

Parcel Number	Building/Facility Number	Name of Petroleum Product	Type and Date of Storage/Disposal/Release	Remedial Action
6-126	683	Current Storage: #2 Heating Oil Past Storage: Propane Releases: None	Current Storage: 8,000-gallon UST heating oil (currently empty); installed 1974 Past Storage: 100-gallon AST propane; installation unknown Releases: N/A	Current Storage: None Required Past Storage: AST removed (date unknown) Releases: None Required
6-126	684	Current Storage: None Past Storage: Hydraulic Oil Releases: None	Current Storage: N/A Past Storage: Unknown quantities (55-gallon drums); dates of storage undetermined Releases: N/A	Current Storage: None Required Past Storage: None Required Releases: None Required
6-127	691	Current Storage: # 2 Heating Oil Past Storage: Gasoline Releases: Diesel	Current Storage: 275-gallon and 500-gallon ASTs heating oil; installation unknown Past Storage: 275-gallon AST gasoline; installation unknown; PADEP #001A Releases: (2/25/1991) 60-gallon diesel spill from pipe fitting on 275-gallon AST ruptured over ground	Current Storage: None Required Past Storage: 275-gallon AST removed (date unknown) Releases: Contaminated soil excavated (12 by 20 by 8 inches) and drummed for proper disposal
6-127	Pad 696	Current Storage: None Past Storage: #2 Heating Oil, diesel Releases: None	Current Storage: N/A Past Storage: Two 10,000-gallon USTs heating oil; installed 1979 1,250-gallon AST diesel; installation unknown Releases: N/A	Current Storage: None Required Past Storage: USTs removed September 1998; AST removed (date unknown) Releases: None Required
6-128	2326	Current Storage: #2 Heating Oil Past Storage: None Releases: None	Current Storage: 500-gallon heating oil AST (double wall); installation unknown Past Storage: N/A Releases: N/A	Current Storage: None Required Past Storage: None Required Releases: None Required

Notification of Petroleum Product Storage, Release, and/or Disposala (Continued) Phase VI BRAC Parcels, Letterkenny Army Depot, Chambersburg, PA

Parcel Number	Building/Facility Number	Name of Petroleum Product	Type and Date of Storage/Disposal/Release	Remedial Action
6-128	New Building (no number)	Current Storage: diesel fuel <u>Past Storage</u> : N/A <u>Releases</u> : None	Current Storage: 500-gallon diesel AST for emergency generator; installation 2013 Past Storage: N/A Releases: N/A	Current Storage: None Required Past Storage: None Required Releases: None Required
6-93B	T-2282	Current Storage: None Past Storage: #2 Heating Oil, diesel Releases: None	Current Storage: N/A Past Storage: 500-gallon heating oil AST; removed sometime after 1996 Releases: N/A Current Storage: None Required Required	Current Storage: None Required Past Storage: AST removed sometime after 1996 Releases: None Required

 $AST = above ground storage tank \\ EBS = Environmental Baseline Survey \\ N/A = Not applicable \\ PADEP = Pennsylvania Department of Environmental Protection \\ UST = underground storage tank \\$

^aThe U.S. Army Materiel Command (USAMC) policy for notification includes amounts of petroleum in excess of 55 gallons either stored for greater than 1 year or released (USAMC, 2000).

^b According to the 1995 EBS, "a boiler (observed through a window) was identified inside the building; the boiler had piping that continued outside to a former AST" (Weston Solutions, Inc. [WESTON®], 1996 LKD.RT-124).

EXHIBIT E ENVIRONMENTAL PROTECTION PROVISIONS

A. FEDERAL FACILITY AGREEMENT

The GRANTOR acknowledges that the Letterkenny Army Depot located in Chambersburg, Pennsylvania has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Letterkenny Army Depot Federal Facility Agreement (FFA) dated February 3, 1989. For so long as the Property remains subject to the FFA, the GRANTEE, for itself, its successors and assigns, agrees that it will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The GRANTOR assumes no liability to the GRANTEE, its successors and assigns should implementation of the FFA interfere with their use of the Property.

B. NOTICE OF LAND USE RESTRICTIONS

This deed is subject to the Environmental Covenant, entered into by the Letterkenny Industrial Development Authority ("LIDA"), the Department of the Army ("Army"), and the United States Environmental Protection Agency, Region 3 ("EPA"), as may be amended from time to time ("Environmental Covenant"). The Environmental Covenant implements land use and activity restrictions for groundwater, residential use, and excavation on the Property.

C. GROUNDWATER MONITORING WELL NOTICE AND COVENANT

The GRANTEE is hereby informed and does acknowledge the presence of the following groundwater monitoring wells on the Property, as shown on Attachment 1, attached hereto and made a part hereof:

Parcel 6-123:	Parcel 6-127:	Parcel 6-129:
03-PDO-2	98-PDO-06	1383 (Aux-2)
05-PDO-01	98-PDO-02	1000 (1 tax 2)
06-PDO-06		
99-OVS-5		

The GRANTEE, for itself, its successors and assigns, covenants and agrees for itself, its successors and assigns to not disturb, or permit others to disturb, the said monitoring wells without the prior written approval of the Army, EPA, and the Pennsylvania Department of Environmental Protection ("PADEP"). Upon the GRANTOR's determination that one or more of the said monitoring wells is no longer necessary, the GRANTOR shall close such

well or wells at the GRANTOR's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

D. VAPOR INTRUSION PATHWAY RESTRICTION

The GRANTEE is hereby informed and does acknowledge that activity and use limitations require any future construction located within the VIP area of concern, as shown on Attachment 1, to include an engineered vapor barrier or other vapor mitigation system to be installed at the time of construction. Any engineered mitigation or monitoring system shall be designed, installed, and monitored, as necessary, in accordance with a U.S. EPA and PADEP-approved plan that is compliant with local regulations.

E. LANDFILL EXCAVATION NOTICE AND COVENANT

The GRANTEE is hereby informed and acknowledges that a non-hazardous waste landfill ("Pad 5 Landfill") is located on Parcel 6-123 of the Property. The GRANTEE covenants and agrees for itself, its successors and assigns, to not conduct or permit others to conduct any excavation activities (i.e., digging, drilling, or other disturbance of the surface or subsurface) or other activities, that may damage the soil cover and liners located thereon without the prior approval of the Army in consultation with EPA and PADEP. The location of the Pad 5 Landfill is depicted on Attachment 1 hereto.

F. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING!

The GRANTEE is warned that the Property contains non-friable asbestos or asbestos-containing material ("ACM"). The ACM on the Property does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The GRANTEE covenants and agrees that, in its use and occupancy of the Property, it will comply with all applicable laws and regulations relating to asbestos and ACM and to be responsible for any future remediation of asbestos and/or ACM, including asbestos and/or ACM in or on buried pipelines, found to be necessary under applicable laws or regulations.

Any description of the Property or other information relating to the condition of the Property provided by the GRANTOR to the GRANTEE is based on the best information available to the Department of the Army and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for any claim by the GRANTEE against the GRANTOR.

The GRANTEE acknowledges that it has been invited, urged, and cautioned to inspect the Property prior to accepting the conveyance herein. More particularly, the GRANTEE acknowledges that it has been invited, urged, and cautioned to inspect the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos or ACM hazards or concerns.

No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or ACM or is or is not safe for a particular purpose. The failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the GRANTOR.

The GRANTOR assumes no liability for damages for personal injury, illness, disability, or death, to the GRANTEE, or to the GRANTEE's successors, assigns, employees, invitees, or any other person subject to GRANTEE's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property that is the subject of the conveyance herein, whether the GRANTEE, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The GRANTEE further agrees to indemnify and hold harmless the Department of the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property, to the GRANTEE or any future remediation or abatement of asbestos or the need therefore. The GRANTEE's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

G. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

The GRANTEE is hereby informed and does acknowledge that all buildings on the Property which were constructed or rehabilitated prior to 1978 are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

The GRANTEE, for itself, its successors and assigns, covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as "residential property," as defined under 24 Code of Federal Regulations § 35.110, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead- based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

H. PESTICIDE NOTICE AND COVENANT

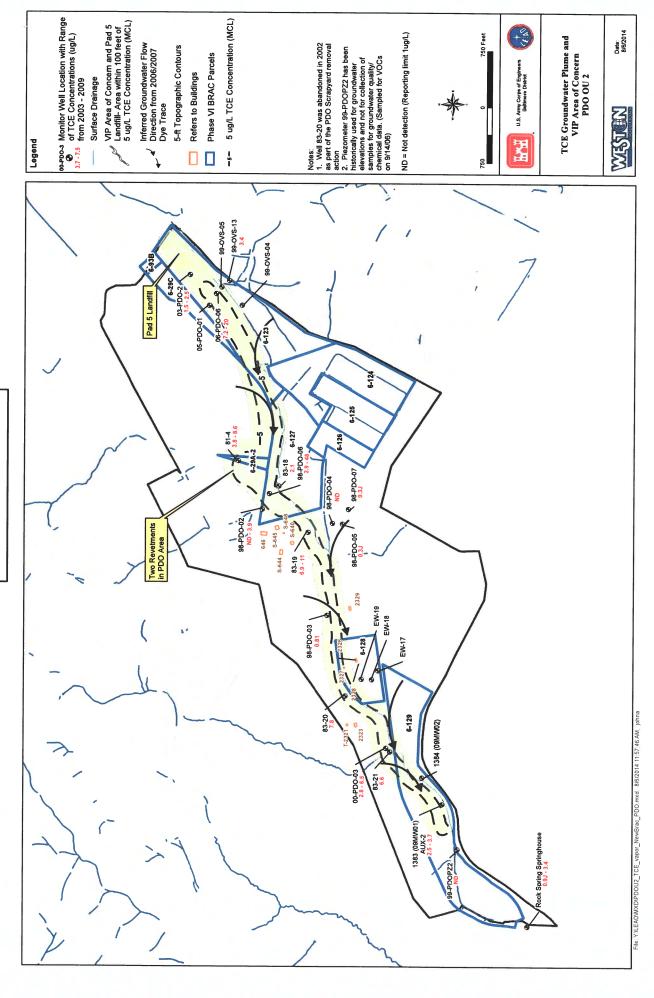
The GRANTEE is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The GRANTOR and GRANTEE know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The GRANTEE covenants and agrees that if the GRANTEE takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, the GRANTEE assumes all responsibility and liability therefor.

I. MODIFICATION OR TERMINATION OF LAND USE RESTRICTIONS

Nothing contained herein shall preclude the GRANTEE, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such environmental response or corrective action as would be necessary to allow a use of the Property otherwise prohibited by the land use restrictions set forth herein. Prior to any such use of the Property, the GRANTEE or its successors or assigns shall consult with and obtain the approval of the GRANTOR and the appropriate regulatory agency or agencies. Upon the GRANTEE obtaining the approval of the GRANTOR and the appropriate regulatory agency or agencies, the GRANTOR agrees to prepare and execute an instrument modifying or terminating, as appropriate, the land use restrictions set forth herein. The recordation of any such instrument shall be the responsibility of the GRANTEE or its successors or assigns and shall be accomplished at no additional cost to the GRANTOR.

ATTACHMENT 1



B	pennsylvania
	BUNNELSE CLUDA VOL

(EX) MOD 04-19 (FI)

1830019105

RECORDER'S USE ONLY

State Tax Paid.

Book: Page:

REV-183

BUREAU OF INDIVIDUAL TAXES PO BOX 280603 HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA				
Date of Acceptance of Document				
Grantor(s)/Lessor(s) United States of America	Telephone Number	Grantee(s)/Lessee(s)	Mal Dev. Auth	Telephone Number 1. 717-367-935
Mailing Address		Mailing Address 4759 Innexa	ition way	
City	State ZIP Code	Chambersh	1761 wing	State ZIP Code PA 1730/
SECTION II REAL ESTATE LOCA	ATION		<i>V</i>	
0	-baugh Ave Ky Rd. W	City, Township, Borough		Dien shias
Frank/in	School District	4.5.D.		BUMShips 9-00035-053,-exoco -0F3X,-417,-exoco
SECTION III VALUATION DATA				
Was transaction part of an assignment or relocate	tion? O YES	NO NO		
1. Actual Cash Consideration	2. Other Consideration +	#0,-	3. Total Consideration =	#O
4. County Assessed Value	5. Common Level Ratio	o Factor	6. Computed Value =	
SECTION IV EXEMPTION DATA -	Refer to instructions f	or exemption status.		
1a. Amount of Exemption Claimed \$		or's Interest in Real Estate	1c. Percentage of Gran	ntor's Interest Conveyed
2. Check Appropriate Box Below for Exemption	on Claimed.			
Will or intestate succession.	(Name of	Decedent)	(Es	state File Number)
Transfer to a trust. (Attach complete copy			,	4
Transfer from a trust. (Attach complete co				
Transfer between principal and agent/stra				
Transfers to the commonwealth, the U.S. (If condemnation or in lieu of condemnation)	. and instrumentalities by ion, attach copy of resolut	gift, dedication, condemnation.)	ation or in lieu of condem	nation.
Transfer from mortgagor to a holder of a			note/assignment.)	
Corrective or confirmatory deed. (Attach	complete copy of the dee	d to be corrected or confir	med.)	
Statutory corporate consolidation, merger				
Other (Provide a detailed explanation of	exemption claimed. If mor	re space is needed attach	additional sheets.)	
TRANSFER FROM USA -	TO LUCAL AUT	HORITY (L!	DA) UNDER	THE
BASE REALIGNMENT AN	D CLUSURE A	ACT (BRAC))	
	INFORMATION - All in	quiries may be directed	to the following person	on:
Name RALPH FELDMIN, 17	<u></u>			Telephone Number 717 - 367 - 435
Mailing Address 4759 Imovation Way	Annual Indian	Chambes	burg	State ZIP Code // / / / / / / / / / / / / / / / / /
Under penalties of law, I declare that I have examined this sta Signature of Correspondent or Responsible Party		g information, and to the best of	my knowledge and belief, it is	Date .
	Track 7	11 felding	Z	6-24-21
FAILURE TO COMPLETE THIS FORM PROPERLY OR A	TTACH REQUESTED DOCU	MENTATION MAY RESULT IN	THE RECORDER'S REFUS	AL TO RECORD THE DEED.



1830019105





COUNTY OF FRANKLIN RECORDER OF DEEDS Linda Miller, Recorder 272 N. Second Street, Suite 205 Chambersburg, PA 17201 Phone: (717) 261-3872

* <u>RETURN DOCUMENT TO:</u> LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

Instrument Number - 202117303 Recorded On 6/24/2021 At 12:05:17 PM

* Instrument Type - DEED Invoice Number - 240968

User ID - JRH

* Total Pages - 51

- * Grantor UNITED STATES OF AMERICA
- * Grantee LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

* FEES

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO	\$40.25
JUSTICE	
COUNTY RECORDING FEE	184.00
AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING	\$1.95
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
CHAMBERSBURG AREA SCHOOL	\$0.00
DIST REAL TAX	
GREENE TOWNSHIP	\$0.00
LETTERKENNY TOWNSHIP	\$0.00
TOTAL PAID \$	242.75

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

Franklin County UPI Verification UPI Verified On June 24, 2021 By AS

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Franklin County, Pennsylvania.

Linda Miller Recorder of Deeds



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