

SITE ACCESS AGREEMENT

This Site Access Agreement ("Agreement") is made on this 29 day of SEPTEMBER, by and between ALA SELOPIAN, a property owner with a mailing address at 104 Blossom Hill Drive, Lancaster PA 17601 ("Grantor"), and Mr. Sohail Riarh, a property owner with an address at 835 South Eisenhower Boulevard, Middletown, Pennsylvania 17057 ("Project Site Owner").

WHEREAS, Grantor owns the commercial property at 825 S. EISENHOWER BLVD south of Sohail's Store (the "Premises"); MIDDLETOWN, PA 17057

WHEREAS, Project Site Owner owns environmental liability related to a November 2019 petroleum release at 835 South Eisenhower Boulevard, Middletown, Pennsylvania 17057 where the Sohail's Store operates as a retail gasoline station and convenience store (the "Project Site");

WHEREAS, a subsurface investigation was performed in November 2019 at which time a release of petroleum was discovered and reported to the Pennsylvania Department of Environmental Protection ("PADEP");

Whereas, in accordance with applicable environmental requirements, PADEP requested that Project Site Owner conduct a subsurface investigation on the Premises as part of the corrective action process; and

WHEREAS, Project Site Owner, through its consultant, Letterle & Associates, LLC ("Letterle") has requested permission from Grantor to enter the Premises for the purpose of performing site investigation work as more fully set forth on Appendix A, attached to this Agreement and incorporated as if fully set forth.

NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants and conditions in this Agreement, and with the intent to be legally bound:

1. The above recitals are true and correct and are made a part of this Agreement.
2. Grantor does hereby give the right and permission to Project Site Owner, its agents and subcontractors including Letterle to go upon the premises for the purposes of conducting the activities described in Appendix A. Grantor further provides to Project Site Owner, its agents and subcontractors the right of ingress and egress to and from the well locations (if any) to sample and maintain well(s) throughout the term of this Agreement in operable condition.
3. Grantor represents that as owner of the Premises, Grantor is authorized and freely confers this right and permission to Project Site Owner, its agents and consultants including Letterle.
4. Project Site Owner or Letterle will schedule all activities on the Premises through the Grantor prior to commencing work.
5. The work described in Appendix A shall be performed at the entire cost and expense of Project Site Owner, in accordance with good and sound engineering practices and in a manner to avoid accident, damage or harm to person or property.

In consideration for right of access, Project Site Owner agrees to reimburse the petroleum impacts at the Premises (if any) and petroleum impacts discovered in the future at the Premises, resulting from Project Site Owner's operation at the Project Site. Any remedial activities will be conducted in accordance with all applicable local, state and federal environmental laws and to the extent required by the PA DEP.

7. The term of this Agreement shall be for a period of one (1) year from the date first above written, with an automatic yearly renewal thereafter until terminated. Termination shall occur upon the earlier of: (a) completion of the activities described in Appendix A as determined by the governmental authorities; or (b) some other time mutually agreed to by the parties.
8. In the conduct of its operations pursuant to this Agreement, Project Site Owner agrees to obtain all necessary permits and to comply with all applicable laws. Project Site Owner further agrees that after every entrance upon the Premises, it shall make the necessary and reasonable repairs so that the ground entered upon are replaced and returned as nearly as possible to their original condition.
9. Project Site Owner agrees to release and hold Grantor harmless from loss or damage to property and equipment incurred as a result of the activities contemplated under this Agreement except where such loss or damage to property and equipment results from Grantor's negligence or willful misconduct.
10. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement sets for the complete understanding between the parties and supersedes all prior oral and written agreements not incorporated herein. This Agreement cannot be modified except in writing signed by an authorized representative of each party.
11. This Agreement may be executed as two or more identical original counterparts effective on the day and year appearing in the first paragraph above and is signed the parties' duly authorized representative.

FOR GRANTOR:

By: Ara Sarkisian

Print Name: ARA SARKISIAN

Title: _____

Date: 9/24/2020

FOR: Sohail's Store

By: Sohail Riaz

Print Name: SOHAIL RIAZ

Title: OWNER

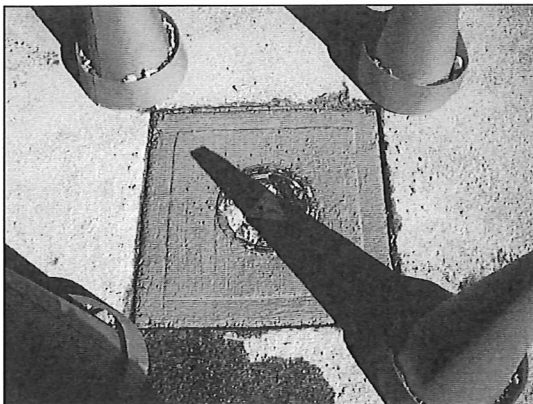
Date: 10-20-2020

Appendix A

1. A soil boring will be advanced in the area to define the unleaded gasoline release and to evaluate the extent of unleaded gasoline impact in soil and groundwater. The soil boring will be converted into a monitoring well. The monitoring well will be constructed with flush-threaded 2-inch diameter, schedule 40 PVC casing and 0.010-inch factory-slotted PVC well screens. The annular space spanning the length of the well screen interval will be filled with clean filter sand and extended to approximately two feet above the top of the well screen. A minimum two-foot thick bentonite pellet seal was placed on top of the sand pack in each well. The remaining annular space will be filled with cement-bentonite grout. The monitoring well will be completed with locking expansion caps and protected with flush-mount steel manhole covers set in a two-foot square concrete pad.
2. Following monitoring well installation, Letterle will retain a professional surveyor to survey the site, properties, monitoring wells, and pertinent features. The survey will include property boundaries, utility locations, and selected features of adjacent properties.
3. Groundwater samples will be collected on a quarterly basis until all characterization and remediation (if necessary) has been completed.
4. Aquifer testing will also be performed at select monitoring well locations.
5. If necessary, Letterle will complete remedial actions in order to remediate potentially contaminated soil and groundwater at the site.



Typical drill rig set up



Typical monitoring well surface completion

Appendix A

One groundwater monitoring well (MW-9) is proposed to be installed at the Premises in 2020 under a fully executed property access agreement. The locations of the current groundwater monitoring wells as well as the proposed groundwater monitoring wells are presented on the attached figure.

Quarterly Groundwater Sampling:

Groundwater gauging/sampling will be completed quarterly on the groundwater monitoring well network per PADEP requirements. Groundwater sampling will be completed in accordance with the procedures outlined in PADEP's Ground Water Monitoring Guidance Manual (low-flow sampling). Specifically, the following methodologies are utilized:

Gauging Methodology

Depth-to-fluid and/or groundwater is measured in each well to monitor measured thickness of separate-phase liquid (if present), determine groundwater elevations, and interpret the predominant direction of groundwater movement. Depth-to-fluid and/or groundwater measurements are recorded using an electronic oil-water level indicator capable of measuring to within 0.01 feet of accuracy. The oil-water level indicator is decontaminated between each well to prevent cross-contamination.

Sampling Methodology

Subsequent to gauging the fluid and/or groundwater level in each well, low-flow sampling is initiated. For site wells, a combination of disposable polyethylene and silicon tubing is utilized in conjunction with a peristaltic pump. The peristaltic pump is then utilized to purge each well at a low flow rate of <0.5 liters (500 milliliters) per minute. The pump intake is placed approximately three feet below the measured water level. In general, each well is purged at a rate of 100-400 milliliters per minute to avoid creating drawdown. If a well is dewatered, a bailer is utilized to collect the sample after the well recovers.

During purging, the groundwater is passed through a flow-through cell that measures dissolved oxygen (DO), pH, total dissolved solids (TDS), temperature, specific conductivity, and oxidation-reduction (redox) potential. Measurements of these parameters is recorded every 3 minutes. These measurements are recorded until three consecutive readings stabilize to the following: ± 0.1 for pH, $\pm 3\%$ for conductivity, ± 10 millivolts for redox potential, and $\pm 10\%$ for DO and TDS. Purging is considered complete upon parameter stabilization for three consecutive readings. Once stabilization is documented, the flow-through cell is disconnected and the sample is immediately collected from the discharge line. The sampling equipment is decontaminated between each sampled well to prevent cross-contamination.

The groundwater samples are sealed in pre-preserved laboratory supplied glassware, labeled, custody sealed, placed in an ice-filled cooler, and returned to the office. The samples are stored in a refrigerator (at 4 °C) until they are collected by the laboratory. The samples are submitted to

Fairway Laboratories of Altoona, PA for analysis of the PADEP short list constituents via United States Environmental Protection Agency Method 8260B, and are accompanied by Chain-of-Custody documentation.

All investigated derived waste from the groundwater sampling activities is properly managed and disposed of consistent with the specific requirements of the Southcentral Regional Office of the PADEP.

Closure/Well Abandonment:

Once attainment of the applicable PADEP standards for soil and groundwater at the site has been demonstrated and PADEP grant relief-of- environmental liability to Mr. Sohail Riarh, the wells on the premises will be abandoned.

Well abandonment and site restoration activities include returning the investigated property to its original condition prior to corrective action activities taking place based on the current well network and infrastructure in place.

Specifically, the well abandonment and site restoration activities include abandonment of the groundwater monitoring well network and surface restoration. Well abandonment will be performed by a PA-licensed driller by removing the well casing and screen (whenever possible) and tremie grouting the borehole with a concrete and bentonite grout mixture to the ground surface. The existing concrete pads and manholes will be removed and discarded, and the ground surface will be finished to its original condition (i.e., grass).

Well abandonment forms will be provided to the PADEP for proof of the completed abandonment activities and to provide copies of the well abandonment forms for the PADEP files. Additionally, the well abandonment forms will be submitted to the PA DCNR Bureau of Topographic and Geologic Survey.