ARCADIS

Appendix A

Environmental Covenant for a Portion of the Formerly Developed Portion of the Site

VORYS

Vorys, Sater, Seymour and Pease LLP
Legal Counsel

221 East Fourth St.
Suite 2000, Atrium Two
PO Box 0236
Cincinnati, OH 45201-0236

513-723-4000 | www.vorys.com

Founded 1909

ORIGINAL

RECEIVED-ALBANY
JAN 13 2012
GE CEP

Mark A. Norman
Direct Dial (513) 723-4006
Direct Fax (513) 852-7881
Email manorman@vorys.com

January 9, 2012

VIA US MAIL

Division of Environmental Response and Revitalization
Ohio EPA – Central Office
50 West Town Street
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Records Management Office

Division of Environmental Response and Revitalization
Ohio EPA – Central District Office
50 West Town Street
P.O. Box 1049
Columbus, OH 43216-1049
Attn: RCA Thomson Site Coordinator

US 23 Circleville, LLC
IRG Circleville, LLC
12214 Lakewood Blvd.
Downey, CA 90242

US 23 Circleville, LLC
IRG Circleville, LLC
3623 Brecksville Road
Richfield, OH 44286

Thomas H. Bergman, Esq.
4695 Lake Forest Drive
Suite #200
Cincinnati, OH 45242

Meggan Ehret
Technicolor USA, Inc.
101 West 103rd Street
Indianapolis, IN 46290

John Uruskyj
General Electric Company
Corporate Environmental Programs
319 Great Oaks Blvd.
Albany, NY 12203

RBS Citizens, National Association
d/b/a Charter One Bank, N.A.
1215 Superior Avenue
Cleveland, OH 44114

Mayor
City of Circleville Ohio
130 S. Court Street
Circleville, OH 43113

VORYS
Legal Counsel

Re: RCA Thomson Electronics Site ("Site")
Pickaway County
Environmental Covenant

Dear Recipients:

Pursuant to paragraph 17 of the Environmental Covenant by and among US 23 Circleville LLC, IRG Circleville, General Electric Company, Technicolor USA, Inc., and Ohio EPA, with respect to the Site, enclosed is a time-stamped, recorded copy of that Environmental Covenant. Please contact me should you have any questions.

Sincerely,

Mark A. Norman

Mark A. Norman

Enclosure

cc: Kirk Macfarlane, Esq., GE (w/encl.)
Mark Navarre, Esq., Ohio EPA (w/encl.)

ORIGINAL

RECEIVED-ALBANY

JAN 13 2012

GE CEP

201100006478
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD, COUNTY RECORDER
12-28-2011 At 03:07 pm.
EPA LIEN 212.00
OR Volume 659 Page 2744 - 2768

To be recorded with Deed Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by US 23 Circleville, LLC and IRG Circleville, LLC ("Owners"), General Electric Company ("GE"), Technicolor USA, Inc. (formerly Thomson Consumer Electronics, Inc.) ("Technicolor") (GE and Technicolor collectively, the "Holders") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

WHEREAS, Director's Final Findings and Orders ("Orders") for a Remedial Investigation and Feasibility Study ("RI/FS") were issued to Thomson Consumer Electronics and GE by the Ohio EPA on February 14, 1994;

WHEREAS, the Property has been the subject of investigation work conducted pursuant to the Orders;

WHEREAS, the investigation has identified areas where lead and other contaminants are or may be present on the Property that may present pathways of exposure;

WHEREAS, the remedy to be selected for the Property will include the activity and use limitations set forth in this Environmental Covenant for those areas;

WHEREAS, the activity and use limitations protect against potential hazardous substances in soil on the Property and will support the issuance of an NFA Letter and a Covenant Not to Sue for the Property;

WHEREAS, the administrative record for the project may be reviewed by contacting: Records Management Officer, Ohio EPA, Division of Environmental Response and Revitalization, P.O. Box 1049, Columbus, Ohio 43216-1049, 614-644-2924; or the Ohio EPA, Central District Office; and

WHEREAS, GE, Technicolor, and Owners hereby desire to establish and impose certain covenants and restrictions on portions of the Property;

Now therefore, for valuable consideration received, Owners, GE, Technicolor and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns a portion of an approximately 230 acre

tract of real property owned by Owners, located at 24200 U.S. Route 23, in Circleville, Pickaway County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owners. US 23 Circleville, LLC and IRG Circleville LLC ("Owners") with an address of 12214 Lakewood Blvd, Downey, CA 90242, are the owners of the Property.

4. Holders. GE, whose business address is 319 Great Oaks Boulevard, Albany, NY 12203, and Technicolor, whose business address is 101 W. 103rd Street, Indianapolis, IN 46290, are the holders of this Environmental Covenant.

5. Activity and Use Limitations. As part of the remedial action to be implemented on the Property, Owners hereby impose and agree to comply with the following activity and use limitations:

a. Former Manufacturing Area – Residential and Agricultural Land Use Prohibition. The portions of the Property indicated on Exhibit B as the "Former Manufacturing Area" shall not be used for any residential land use, as defined in OAC Rule 3745-300-08(C)(2)(c)(i)(effective March 1, 2009) (*Exhibit C*), or for agricultural use, as defined in Exhibit C.

b. Prohibition Against Extraction or Use of Ground Water. Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring or remediation of the groundwater.

c. East Fenced Area – No Disturbance and Use Restriction.

1. The existing soil cover and any future cover, implemented as part of an Ohio EPA - approved remedy for the Property, on the "East Fenced Area," as shown on Exhibit B, shall not be graded, excavated or disturbed except for maintenance of the existing and/or future soil cover, and any activities at or near the East Fenced Area shall not, in any way, interfere with the integrity of the cover thereon and the fence around it.

2. The portions of the Property identified on Exhibit B as the "East Fenced Area", : (a) shall not be used for any residential land use, commercial land use, or industrial land use, as such terms are defined in OAC Rule 3745-300-08(C)(2)(c)(i), 3745-300-08(C)(2)(c)(ii), and 3745-300-08(C)(2)(c)(iii), respectively (effective March 1, 2009) (*Exhibit C*), or for agricultural use, as defined in Exhibit C; and (b) shall be used only as a covered and secured disposal area, without any human structures, human occupancy, or human activity, except for maintenance of the existing and/or future soil cover, and the fence, implemented as part of an Ohio EPA-approved remedy for the Property.

d. East Swale and South Ditch – Use Restriction.

i. The portions of the Property identified on Exhibit B as the "East Swale" and "South Ditch": (a) shall not be used for any residential land use, commercial land use, or industrial land use, as such terms are defined in OAC Rule 3745-300-08(C)(2)(c)(i), 3745-300-08(C)(2)(c) (ii), and 3745-300-08(C)(2)(c)(iii), respectively (effective March 1, 2009) (*Exhibit C*), or for agricultural use, as defined in Exhibit C; and (b) shall be used only for (1) its present, known use, which is as undeveloped natural area, without any human structures, human occupancy, or human activity, and (2) for construction or excavation activities, as defined in OAC Rule 3745-300-08(C)(2)(c)(iv) (effective March 1, 2009) (*Exhibit C*). Any and all such construction or excavation activities performed in the East Swale or South Ditch soils shall be conducted pursuant to and in compliance with a Soil Management Plan approved by Ohio EPA that includes waste characterization and proper disposal of the excavated soils.

If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on those areas of the Property, identified as the Former Manufacturing Area, the East Fenced Area, or the East Swale and South Ditch on Exhibit B, constitutes a breach of the activity and use limitations set forth above, Owners or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy each such breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owners or Transferee (as defined below) and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owners and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owners hereby grant to Ohio EPA, its agents, contractors, and employees, and to GE and Technicolor, the right of access to the Property for implementation

or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owners or any Transferee, if applicable, shall submit to Ohio EPA, GE and Technicolor on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

> THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE PICKAWAY COUNTY RECORDER ON _____, 2011, IN [DOCUMENT ____, *or* BOOK___, PAGE ____,]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: FORMER MANUFACTURING AREA – RESIDENTIAL LAND USE PROHIBITION; GROUND WATER PROHIBITION; EAST FENCED AREA – DISTURBANCE AND USE RESTRICTION; AND EAST SWALE AND SOUTH DITCH – USE RESTRICTION.

Owners or Transferee, if applicable, shall notify Ohio EPA, GE and Technicolor within ten (10) days after each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owners hereby represent and warrant to the other signatories hereto:

a. that the Owners are the sole owners of the Property;

b. that the Owners hold fee simple title to the Property which is subject to the interests or encumbrances identified in Exhibit D attached hereto and incorporated by reference herein;

c. that the Owners have the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

d. that the Owners have identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owners'

intention to enter into this Environmental Covenant; and

e. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owners are a party or by which Owners may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owners or a Transferee, if applicable; GE, Technicolor and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations so long as there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owners or Transferee, if applicable, and Holders. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owners or Transferee, if applicable, shall file such instrument for recording with the Pickaway County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. . This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owners shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Pickaway County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Pickaway County Recorder's Office.

17. Distribution of Environmental Covenant. The Owners shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; City of Circleville; each person who signed the Environmental Covenant, each person holding a recorded

interest in the Property; any and all lessees, and any other person designated by Ohio EPA.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

For Ohio EPA:

Division of Environmental Response and Revitalization
Ohio EPA – Central Office
50 West Town Street
P.O. Box 1049
Columbus, Ohio 43216-1049
Attention: Records Management Officer

and

Division of Environmental Response and Revitalization
Ohio EPA - Central District Office
50 West Town Street
P.O. Box 1049
Columbus, Ohio 43216-1049
Attention: RCA Thomson Site Coordinator

For Owners:

US 23 Circleville, LLC
IRG Circleville LLC
12214 Lakewood Blvd
Downey, CA 90242

With copies to:

US 23 Circleville, LLC
IRG Circleville LLC
3623 Brecksville Road
Richfield, OH 44286

and

Thomas H. Bergman, Esq.
4695 Lake Forest Drive
Suite #200
Cincinnati, OH 45242

For Technicolor:

Meggan Ehret
Technicolor USA, Inc.
101 West 103rd Street
Indianapolis, Indiana 46290

For GE:

John Uruskyj
General Electric Company
Corporate Environmental Programs
319 Great Oaks Blvd.
Albany, NY 12203

The undersigned representatives of Owners, GE and Technicolor represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

US 23 Circleville, LLC

Signature of Owner

Stu Lichter
Printed Name and Title

December 22, 2011
Date

State of Ohio)
) ss:
County of Cuyahoga)

Before me, a notary public, in and for said county and state, personally appeared Stu Lichter, a duly authorized representative of US 23 Circleville, LLC, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of US 23 Circleville, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 22 day of December, 2011.

Notary Public

SHARON MURTON
Resident Cuyahoga County
Notary Public, State of Ohio
My Commission Expires
December 7, 2012

IRG Circleville LLC

(X) _____

Signature of Owner

Stu Lichter

Printed Name and Title

December 22, 2011

Date

State of Ohio)
) ss:
County of Cuyahoga)

Before me, a notary public, in and for said county and state, personally appeared Stu Lichter, a duly authorized representative of IRG Circleville LLC, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of IRG Circleville LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 22 day of December, 2011.

_____

Notary Public

SHARON MURTON
Resident Cuyahoga County
Notary Public, State of Ohio
My Commission Expires
December 7, 2012

Ohio Environmental Protection Agency

_____ _____

Scott J. Nally, Director Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Scott J. Nally, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this __ day of _____, 2011.

_____

Notary Public

IRG Circleville LLC

Signature of Owner

Stuart J. Lichter — 10-31-11

Printed Name and Title — Date

State of _____)
) ss:
County of _____)

Before me, a notary public, in and for said county and state, personally appeared _____, a duly authorized representative of IRG Circleville LLC, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of IRG Circleville LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this __ day of _____, 2011.

See attachment for Notary

Notary Public

Ohio Environmental Protection Agency

Scott J. Nally, Director — 11/30/11

Scott J. Nally, Director — Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Scott J. Nally, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 30th day of November, 2011.

Charma Diane Casteel

Notary Public

NOTARIAL SEAL STATE OF OHIO

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2014

General Electric Company

Signature

John Haggard, Manager, Site Evaluation & Remediation Program

Printed Name and Title

8/26/2011

Date

State of New York)
) ss:
County of Rensselaer)

DAWN M. DAYTER
Notary Public, State of New York
No. 01DA5056139
Qualified in Albany County
Commission Expires March 4, 2014

Before me, a notary public, in and for said county and state, personally appeared John Haggard, a duly authorized representative of the General Electric Company, who acknowledged to me that *(he/she]* did execute the foregoing instrument on behalf of the General Electric Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 26th day of August, 2011.

Notary Public

Technicolor USA, Inc.

Signature

Printed Name and Title

Date

State of _____)
) ss:
County of_____)

Before me, a notary public, in and for said county and state, personally appeared _____, a duly authorized representative of Technicolor USA, Inc., who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of Technicolor USA, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this __ day of _____, 2011.

Notary Public

General Electric Company

_____
Signature

_____ _____
Printed Name and Title Date

State of _____)
) ss:
County of _____)

Before me, a notary public, in and for said county and state, personally appeared _____, a duly authorized representative of the General Electric Company, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of the General Electric Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this __ day of _____, 2011.

_____
Notary Public

Technicolor USA, Inc.

Meggan Ehret
Signature

MEGGAN EHRET SECRETARY AUG 23, 2011
Printed Name and Title Date

State of Indiana)
) ss:
County of Hamilton)

Before me, a notary public, in and for said county and state, personally appeared Meggan Ehret, a duly authorized representative of Technicolor USA, Inc., who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of Technicolor USA, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23 day of August, 2011.

Michelle Kersey
Notary Public

MICHELLE L. KERSEY
Notary Public- Seal
State of Indiana
My Commission Expires Jan 7, 2015

This instrument prepared by:

Mark A. Norman
Vorys, Sater, Seymour and Pease LLP
221 East Fourth Street, Suite 2000
Atrium Two
Cincinnati, OH 45202

Exhibit A

"EXHIBIT A"

226.552 Acre Tract
24200 U.S. Route 23, South
Circleville, Ohio 43113-9002

Situated in the State of Ohio, in the County of Pickaway, partially in the City of Circleville and partially in the Township of Circleville and being a part of Section 31, Township 11, Range 21, and being a part of the Consumer Electronics Holdings, Inc. 162.167 acre tract (162.243 acre tract by survey) of record in Deed Book 304, Page 708, and a part of the Thomson Consumer Electronics, Inc. 44.325 acre Parcel I and the 23.761 acre Parcel II of record in Deed Book 311, Page 617, except as noted all references being to the Recorder's Records, Pickaway County, Ohio, and being more particularly described as follows:

Beginning, for reference, at a magnetic nail found marking the northeast corner of Section 31;

thence **North 86°59'00" West 50.01 feet,** in the northerly line of said Section 31, to a ¾ inch iron pin found marking the **Place of Beginning** in the westerly right-of-way line of the Norfolk and Western Railroad and northeasterly corner of said 162.167 acre tract;

thence **South 04°09'22" West 1035.37 feet,** in said westerly right-of-way line and an easterly line of said 162.167 acre tract, to an iron pipe set marking a point of curve to the right;

thence in the **Arc of a Curve** to the right, with a **Radius** of 3768.53 feet, an Arc distance of 967.78 feet, a **Delta** angle of 14°42'50" and a **Chord** bearing South11°30'56" West 965.12 feet, in an easterly line of said 162.167 acre tract and the westerly line of said Railroad, to an iron pipe set;

thence **South 18°52'29" West 320.55 feet,** in an easterly line of said 162.167 acre tract and in the westerly line of said railroad, to the southeasterly corner of said 162.167 acre tract, a northeasterly corner of the Roger H. & Mary H. May 92.45 acre tract of record in Deed Book 292, Page 59 and being referenced by a 4 inch square concrete post 1.73 feet west;

thence **North 86°30'30" West 930.05 feet,** in a southerly line of said 162.167 acre tract and in a northerly line of said 92.45 acre tract, to a 4 inch steel post in the easterly line of said 44.325 acre tract;

thence **South 03°34'09" West 415.80 feet,** in the easterly line of said 44.325 acre tract and in a westerly line of said 92.45 acre tract, to a 4 inch steel post;

thence **North 86°45'21" West 666.36 feet,** in a southerly line of said 44.325 acre tract and in a northerly line of said 92.45 acre tract, to a 5/8 inch iron pin found at

a southwesterly corner of said 44.325 acre tract, in the easterly line of said 23.761 acre tract and at a northwesterly corner of said original 92.45 acre tract;

thence **South 05°42'05" West 48.65 feet**, in the easterly line of said 23.761 acre tract and in a westerly line of said original 92.45 acre tract, to a 5/8 inch iron pin found marking the southeasterly corner of said 23.761 acre tract and the northeasterly corner of Lot 321 as shown and delineated on the plat of Logan Elm Village Section 7 of record in Plat Book 7, page 17;

thence **North 85°06'43" West 124.00 feet**, in a southerly line of said 23.761 acre tract and in the northerly line of said Lot 321, to an iron pipe set in the easterly right-of-way line of Chickasaw Drive as shown and delineated on said plat of Logan Elm Village Section 7;

thence **North 04°53'17" East 15.00 feet**, in the easterly right-of-way line of said Chickasaw Drive, to a 5/8 inch iron pin found;

thence **North 85°06'43" West 478.09 feet**, in a southerly line of said 23.761 acre tract and in the northerly lines of Chickasaw Drive and Lots 322 to 327, to an iron pipe set;

thence **South 80°42'57" West 635.45 feet**, in a southerly line of said 23.761 acre tract and in the northerly lines of Lots 327 to 335, to a 5/8 inch iron pin found marking a southwesterly corner of said 23.761 acre tract and the corner common to Lots 335, 336 and 337 of said Logan Elm Village Section 7;

thence **North 09°20'45" West 110.06 feet**, in a westerly line of said 23.761 acre tract and the easterly line of said Lot 337, to an iron pin found marking the northeasterly corner of said Lot 337 and in the southerly right-of-way line of Iroquois Drive;

thence **North 80°39'15" East 39.68 feet**, in a northerly line of said 23.761 acre tract and in the southerly right-of-way line of said Iroquois Drive, to a 5/8 inch iron pin found;

thence **North 09°20'45" West 50.00 feet**, in a westerly line of said 23.761 acre tract and in the easterly line of said Iroquois Drive, to a 5/8 inch iron pin found;

thence **North 00°34'35" West 384.50 feet**, in a westerly line of said 23.761 acre tract and in the easterly lines if Lots 338 to 342, to a 5/8 inch iron pin found marking an angle point in a westerly line of said 23.761 acre tract and the northeasterly corner of said Lot 342;

thence **North 09°20'45" West 160.00 feet**, in a westerly line of said 23.761 acre tract and in the easterly lines of Lot 343 and Apache Drive, to a 5/8 inch iron pin found marking an angle point in a westerly line of said 23.761 acre tract and in the northeasterly corner of said Apache Drive;

thence **South 80°39'15" West 6.80 feet**, in the northerly line of said Apache drive, to an iron pin found marking the southeasterly corner of Lot 344 as shown and delineated on the Plat of said Logan Elm Village Section 7;

thence **North 09°20'45" West 110.00 feet**, in a westerly line of said 23.761 acre tract and in the easterly line of said Lot 344, to an iron pipe set at the northwesterly corner of said 23.761 acre tract, in the northeasterly corner of said Lot 344 and in a southerly line of said 44.325 acre tract;

thence **South 80°39'15" West 224.74 feet**, in a southerly line of said 44.325 acre tract and in the northerly lines of Lots 344 and 345, to a 5/8 inch iron pin found at a southwesterly corner of said 44.325 acre tract and in the easterly line of the Board of Trustees, Circleville Township 3.30 acre tract of record in Deed Book 356, page 771;

thence **North 00°34'35" West 106.58 feet**, in the easterly line of said 3.30 acre tract and a westerly line of said 44.325 acre tract, to an iron pipe set;

thence **North 89°31'47" West 559.71 feet**, in the northerly line of said 3.30 acre tract and a southerly line of said 44.325 acre tract, to an iron pipe set at the northwesterly corner of said 3.30 acre tract, the southwesterly corner of said 44.325 acre tract and in the easterly right-of-way line of United States Route 23;

thence **North 07°04'56" East 82.01 feet**, in a westerly line of said 44.325 acre tract and in said easterly right-of-way line, to an iron pipe set in a southerly line of said 162.167 acre tract;

thence **South 71°37'46" West 132.13 feet**, in a southerly line of said 162.167 acre tract, to a point;

thence **North 30°07'42" West 20.77 feet**, in a southwesterly line of said 162.167 acre tract, to the centerline of the southbound lanes of said US Route 23;

thence **North 00°03'27" West 1114.25 feet**, in a westerly line of said 162.167 acre tract and in the centerline of said southbound lanes, to a point;

thence **North 00°13'03" East 73.80 feet**, in a westerly line of said 162.167 acre tract and in the centerline of said southbound lanes, to the southwesterly corner of the City of Circleville 0.28 acre tract of record in Deed Volume 346, page 203;

thence South 89°39'24" East 211.42 feet, in the southerly line of said 0.28 acre tract, passing an iron pin with identification cap stamped "R Johnson PS 6822" at 136.29 feet, to an iron pin with "Johnson" identification cap found;

thence North 00°43'35" West 60.07 feet, in the easterly line of said 0.28 acre tract, to an iron pin with "Johnson" identification cap found;

thence North 89°39'24" West 210.43 feet, in the northerly line of said 0.28 acre tract, passing an iron pin with "Johnson" identification cap found at 75.08 feet, to the centerline of said southbound lanes;

thence North 00°13'03" East 712.02 feet, in a westerly line of said 162.167 acre tract and in the centerline of said southbound lanes, to a spike found marking the northwesterly corner of said 162.167 acre tract and in the northerly line of said Section 31;

thence South 86°59'00" East 4174.67 feet, in the northerly line of said 162.167 acre tract and in the southerly lines of Circleville Crossing Subdivision of record in Plat Cabinet 2, Slide 5 and the Circleville Partners Limited Partnership original 102.305 acre tract of record in Official Record 555, page 068, to the Place of Beginning containing 226.552 acres, more or less, of which there is 23.112 acres in Circleville Township Logan Elm School District, 64.599 acres in Circleville Township Logan Elm School District Number 1, 138.841 acres in City of Circleville School District and there is within the Right-of-Way of U.S. Route 23 5.423 acres in Circleville Township and 0.144 acres in the City of Circleville.

This description is based on a field survey in June, July and August, 2006 by Gary L. Elswick, Professional Surveyor #6395. Iron pipes set are ¾ inch galvanized iron pipe. Bearings are based on the northerly line of said 162.167 acre tract being South 86°59'00" East as described in said Deed Book 304, Page 708.

Gary L. Elswick, Professional Surveyor #6395 — 4-2-08 Date

STATE OF OHIO
GARY L ELSWICK 6395
REGISTERED SURVEYOR

200800002274
CONNOR LAND TITLE AGENCY, LTD
180 E BROAD STREET SUITE 805
COLUMBUS OH 43215

Exhibit B

Legal Description
City of Circleville &
Circleville Township, Pickaway County, Ohio
Section 31, Township 11, Range 21
65.092 Acres
Former Manufacturing Area

Situated in the City of Circleville, Township of Circleville, County of Pickaway, the State of Ohio and being part of Section 31, Township 11, Range 21 more particularly bounded and described as follows:

Being part of a 226.552 acre tract as described in Official Record 616, Page 1087 in the Pickaway County Recorder's Office.

Beginning at a point in the North line of said 226.552 acre tract and in the South line of Lot 4 of Circleville Crossing (reference Plat Cabinet 2, Slide 5) being S87°06'29"E 1381.82 feet distant from the Northwest corner of said 226.552 acre tract which is in the centerline of U.S. Route 23;

Thence with the South line of said Circleville Crossing and partially with the South line of a 102.305 acre tract (reference Official Record 555, Page 68) S87°06'29"E 2091.03 feet to a point;

Thence leaving said South line and going with six new lines through said 226.552 acre tract the following calls;

S00°00'00"W 1353.76 feet to a point;

Thence N86°24'19"W 145.00 feet to a point;

Thence N87°31'43"W 408.56 feet to a point;

Thence N86°49'27"W 1297.07 feet to a point;

Thence S71°48'17"W 253.04 feet to a point;

Thence N00°00'00"W 1439.70 feet to the **POINT OF BEGINNING;**

Containing **65.092 Acres** more or less, being 17.64 acres in Section 4 and 8.36 acres in Section 5.

Subject to all existing valid rights-of-way and easements of record.

All iron pins set are 5/8" diameter x 30" long rebar with a 1 ¼" yellow plastic identification cap stamped "M.E. CLARK ASSOC."

Bearing reference for this survey is the City of Circleville Control Network.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions, as they existed on the date of the survey and that the accuracy of the same is consistent with accepted surveying standards.

This description is based on an actual field survey performed under the direct supervision of Michael E. Clark, Registered Surveyor #6808.

Michael E. Clark, P.S. # 6808

File No. E111002-65.092

12-13-11
Date

Legal Description
City of Circleville &
Circleville Township, Pickaway County, Ohio
Section 31, Township 11, Range 21
9.449 Acres
East Fenced Area

Situated in the City of Circleville, Township of Circleville, County of Pickaway, the State of Ohio and being part of Section 31, Township 11, Range 21 more particularly bounded and described as follows:

Being part of a 226.552 acre tract as described in Official Record 616, Page 1087 in the Pickaway County Recorder's Office.

Beginning for reference in the North line of said 226.552 acre tract and in the South line of a 102.305 acre tract (reference Official Record 555, Page 68) being S87°06'29"E 3472.85 feet distant from the Northwest corner of said 226.552 acre tract which is in the centerline of U.S. Route 23;

Thence leaving said common line and going with a new line through said 226.552 acre tract S00°00'00"E 874.12 feet to the **TRUE POINT OF BEGINNING;**

Thence with six more new lines through said 226.552 acre tract the following calls;

S00°00'00"E 479.64 feet to a point;

Thence N86°24'19"W 145.00 feet to a point;

Thence N87°31'43"W 408.56 feet to a point;

Thence N86°49'27"W 348.83 feet to a point;

Thence N00°00'00"E 433.60 feet to a point;

Thence N90°00'00"E 901.20 feet to the **POINT OF BEGINNING;**

Containing **9.449 Acres** more or less.

Subject to all existing valid rights-of-way and easements of record.

All iron pins set are 5/8" diameter x 30" long rebar with a 1 ¼" yellow plastic identification cap stamped "M.E. CLARK ASSOC."

Bearing reference for this survey is the City of Circleville Control Network.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions, as they existed on the date of the survey and that the accuracy of the same is consistent with accepted surveying standards.

This description is based on an actual field survey performed under the direct supervision of Michael E. Clark, Registered Surveyor #6808.

Michael E. Clark, P.S. # 6808

File No. E111002-9.449

12-13-11
Date

Legal Description
City of Circleville, Pickaway County, Ohio
Section 31, Township 11, Range 21
1.140 Acres
East Swale

Situated in the City of Circleville, the County of Pickaway, the State of Ohio and being part of Section 31, Township 11, Range 21 more particularly bounded and described as follows:

Being part of a 226.552 acre tract as described in Official Record 616, Page 1087 in the Pickaway County Recorder's Office.

Beginning at a point within the said 226.552 acre tract being S87°06'29"E 1381.82 feet and S83°28'26"E 1566.73 feet distant from the Northwest corner of said 226.552 acre tract which is in the centerline of U.S. Route 23;

Thence with ten new lines through said 226.552 acre tract the following calls;

S82°43'47"E 59.24 feet to a point;

Thence S49°05'18"W 195.74 feet to a point;

Thence S40°40'41"W 300.31 feet to a point;

Thence S21°14'43"W 577.19 feet to a point;

Thence S07°24'05"W 75.29 feet to a point;

Thence N87°37'24"W 36.18 feet to a point;

Thence N03°40'11"W 53.81 feet to a point;

Thence N25°23'47"E 74.08 feet to a point;

Thence N19°46'23"E 594.04 feet to a point;

Thence N46°28'59"E 428.34 feet to the **POINT OF BEGINNING;**

Containing **1.140 Acres** more or less.

Subject to all existing valid rights-of-way and easements of record.

All iron pins set are 5/8" diameter x 30" long rebar with a 1 ¼" yellow plastic identification cap stamped "M.E. CLARK ASSOC."

Bearing reference for this survey is the City of Circleville Control Network.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions, as they existed on the date of the survey and that the accuracy of the same is consistent with accepted surveying standards.

This description is based on an actual field survey performed under the direct supervision of Michael E. Clark, Registered Surveyor #6808.

File No.E111002-1.698

Michael E. Clark, P.S. # 6808

12-13-11
Date

Legal Description
City of Circleville &
Circleville Township, Pickaway County, Ohio
Section 31, Township 11, Range 21
4.844 Acres
South Ditch

Situated in the City of Circleville, Township of Circleville, County of Pickaway, the State of Ohio and being part of Section 31, Township 11, Range 21 more particularly bounded and described as follows:

Being part of a 226.552 acre tract as described in Official Record 616, Page 1087 in the Pickaway County Recorder's Office.

Beginning at a point within the said 226.552 acre tract being S00°12'53"W 841.43 feet, S00°14'42"E 1062.18 feet and N89°30'45"E 139.93 feet distant from the Northwest corner of said 226.552 acre tract which is in the centerline of U.S. Route 23;

Thence with five new lines through said 226.552 acre tract the following calls;

N71°21'44"E 1569.20 feet to a point;

Thence S86°11'42"E 650.83 feet to a point;

Thence N56°07'15"E 55.08 feet to a point;

Thence S80°42'34"E 283.44 feet to a point;

Thence S87°30'12"E 1463.60 feet to a point in the East line of said 226.552 acre tract;

Thence with said East line an arc to the right 53.04 feet, having a radius of 3769.80 feet and a chord of which bears S08°43'34"W 53.04 feet distant, to a point;

Thence leaving said East line and going with four new lines through said 226.552 acre tract the following calls;

N85°17'58"W 286.25 feet to a point;

Thence N87°46'22"W 2209.57 feet to a point;

Thence S69°21'25"W 709.23 feet to a point;

Thence S72°47'47"W 801.06 feet to a point in the West line of said 226.552 acre tract;

Thence with said West line N06°45'08"E 50.85 feet to the **POINT OF BEGINNING;**

Containing **4.844 Acres** more or less.

Subject to all existing valid rights-of-way and easements of record.

All iron pins set are 5/8" diameter x 30" long rebar with a 1 ¼" yellow plastic identification cap stamped "M.E. CLARK ASSOC."

Bearing reference for this survey is the City of Circleville Control Network.

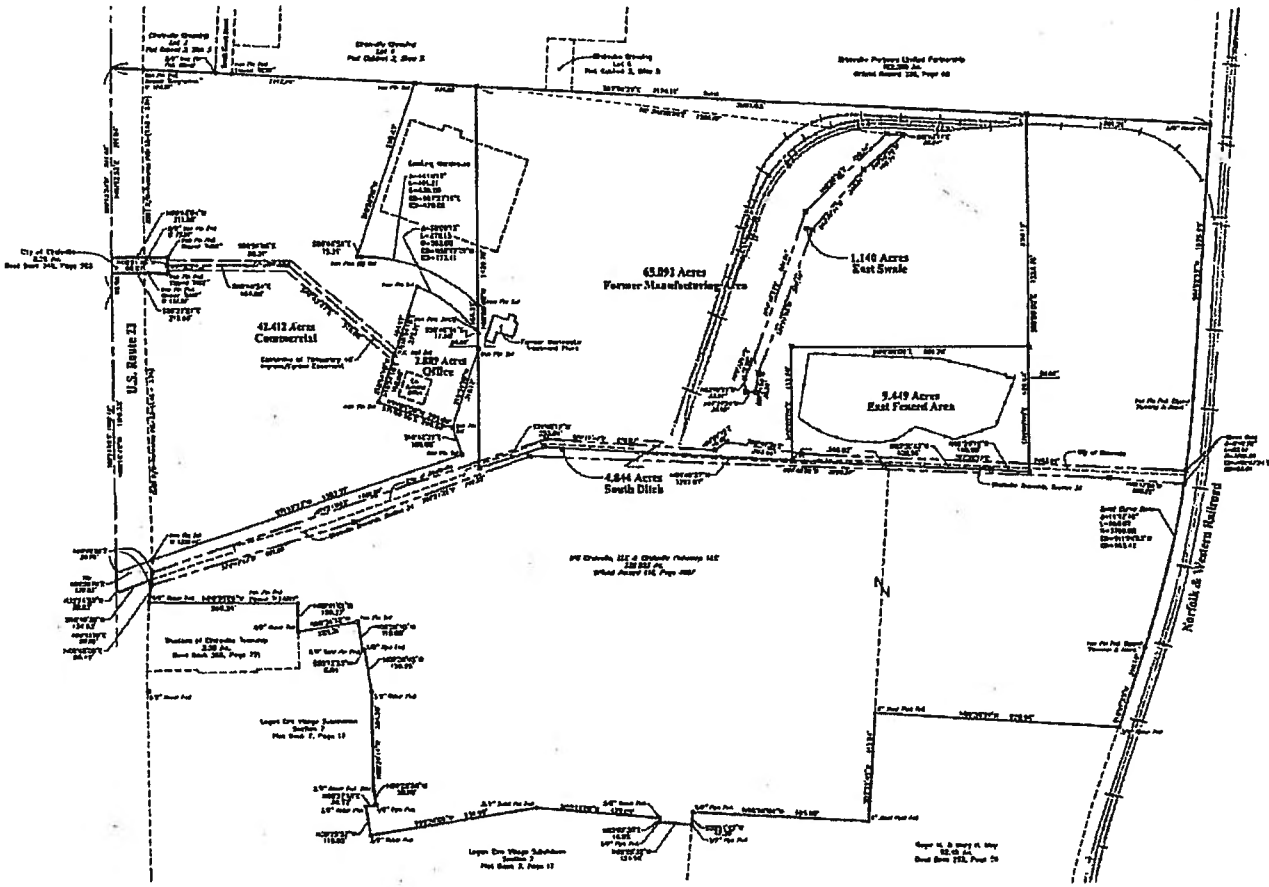
I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions, as they existed on the date of the survey and that the accuracy of the same is consistent with accepted surveying standards.

This description is based on an actual field survey performed under the direct supervision of Michael E. Clark, Registered Surveyor #6808.

Michael E. Clark, P.S. # 6808

File No. E111002-4.844

12-13-11
Date



Graphic Scale

Legend

CLARK & ASSOCIATES

CITY OF CIRCLEVILLE & CIRCLEVILLE TOWNSHIP
PICKAWAY COUNTY, OHIO

FLAT OF SURVEY

Exhibit C

"Agricultural use" means land use with potential exposure of adult workers during a business day and potential exposure of adults and children to agricultural land and facilities during the business day. Agricultural use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles of soil and ingestion of soil. Examples of agricultural use include, but are not limited to the pasturing, grazing and watering of livestock and poultry, and the raising, cultivation and harvesting of agricultural crops.

"Commercial land use" means "land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are customers, patrons or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of commercial land uses include, but are not limited to warehouses; retail gasoline stations; retail establishments; professional offices; hospitals and clinics; religious institutions; hotels; motels; and parking facilities." OAC Rule 3745-300-08(C)(2)(c)(ii) (effective March 1, 2009).

"Construction or excavation activities" include "invasive activities that result in potential exposure of adult workers during the business day for a portion of one year. Exposures during construction or excavation activities are of greater intensity and shorter duration than those for the commercial and industrial land use categories. Construction or excavation activities have potential exposures of adults to dermal contact with soil, inhalation of vapors and particles from soil, and ingestion of soil. Examples of construction or excavation activities include but are not limited to maintenance or installation of utilities; installation of building footers or foundations; grading; trenching; or laying utility lines or cables; and repair of engineering controls where there is significant exposure to soils." OAC Rule 3745-300-08(C)(2)(c)(iv) (effective March 1, 2009).

"Industrial land use" means "land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metal-working shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities." OAC Rule 3745-300-08(C)(2)(c)(iii) (effective March 1, 2009).

"Residential land use" means "land use with a high frequency of potential exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Residential land use is considered protective for, and may be applied to, any and all categories of land use, without further restriction. Examples of residential land uses include, but are not limited to residences; day care facilities; schools, colleges and other educational institutions; nursing homes, elder care and other long-term health care facilities; and correctional facilities." OAC Rule 3745-300-08(C)(2)(c)(i) (effective March 1, 2009).

EXHIBIT D

The Property is subject to a mortgage held by:

RBS Citizens, National Association
d/b/a Charter One Bank, N.A.
1215 Superior Avenue
Cleveland, OH 44114

201100006478
VORYS SATER SEYMOUR & PEASE LLP
221 E FOURTH ST
CINCINNATI OH 45201

ARCADIS

Appendix B

Environmental Covenant for the Portion of OCA Owned by Richards Entities

VORYS

Vorys, Sater, Seymour and Pease LLP
Legal Counsel

301 East Fourth Street
Suite 3500, Great American Tower
Cincinnati, OH 45202

513-723-4000 | www.vorys.com

Founded 1909

Mark A. Norman
Direct Dial (513) 723-4006
Direct Fax (513) 852-7881
Email manorman@vorys.com

RECEIVED-ALBANY
AUG 30 2012
GE CEP
ORIGINAL

August 24, 2012

Division of Environmental Response
and Revitalization
Ohio EPA - Central Office
P. O. Box 1049
Columbus, OH 43216-1049
Attn: Records Management Officer

Richards Farms, Inc.
Richards Land Company
William J. Richards and Grace S. Richards
24537 Canal Road
Circleville, OH 43113

Ms. Meggan Ehret
Technicolor USA, Inc.
101 West 103rd Street
Indianapolis, IN 46290

Mr. John Uruskyi
General Electric Company
Corporate Environmental Programs
319 Great Oaks Boulevard
Albany, NY 12203

Circleville Township
c/o Jeffrey R. Palm, Fiscal Officer
915 Stoutsville Pike
Circlevillle, OH 43113

Wayne Township
c/o John D. Hoffman, Fiscal Officer
24737 State Route 104
Circleville, OH 43113

Re: Environmental Covenant/Pickaway County/24200 U.S. Route 23 South

Dear Sir or Madam:

Please find enclosed a fully executed and recorded copy of an Environmental Covenant with respect to the above-referenced property, as recorded in the records of the Pickaway County Recorder.

Sincerely,

Mark A. Norman

MAN/brt
Enclosure

cc: Mark A. Navarre, Esq., Ohio EPA
Frank Merrill, Esq.
Kirk Macfarlane, Esq.

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns a 9.314 acre tract of real property owned by Owners, located in Circleville Township and Wayne Township, Pickaway County, Ohio, and more particularly described in **Exhibit A** attached hereto and hereby incorporated by reference herein ("Property").

3. Owners. The Owners ("Owners") of the property are: Richards Farms, Inc., an Ohio corporation, with an address of 24537 Canal Road, Circleville, OH 43113, Richards Land Company, an Ohio general partnership, with an address of 24537 Canal Road, Circleville, OH 43113, William J. Richards, an individual, with an address of 24537 Canal Road, Circleville, OH 43113 and Grace S. Richards, an individual, with an address of 24537 Canal Road, Circleville, OH 43113.

4. Holders. GE, whose business address is 319 Great Oaks Boulevard, Albany, NY 12203, and Technicolor, whose business address is 101 W. 103rd Street, Indianapolis, IN 46290, are the holders ("Holders") of this Environmental Covenant.

5. Activity and Use Limitations. As part of the remedial action to be implemented on the Property, Owners hereby impose and agree to comply with the following activity and use limitations:

Use Restriction. Except as noted otherwise herein, the use of the Property is hereby restricted and limited as follows: (i) the Property shall not be used for any residential land use, commercial land use, or industrial land use, as such terms are defined in Ohio Administrative Code ("OAC") Rule 3745-300-08(C)(2)(c)(i), 3745-300-08(C)(2)(c)(ii) and 3745-300-08(C)(2)(c)(iii)(effective March 1, 2009)(see, **Exhibit B**), and (ii) the Property shall be used only for its present, known land use, which is as an undeveloped wetland, floodplain, woodlands, and natural area without any human structures, human occupancy, or human activity, but may also be used for both existing and future roadways, extraction or use of groundwater for any non-potable purpose, the extraction of oil and gas, the installation of public utility lines, including but not limited to, water lines, sewer lines, telecommunications lines and gas and electric lines, and construction or excavation activities related thereto, as defined in OAC Rule 3745-300-08(C)(2)(c)(iv)(effective March 1, 2009)(see, **Exhibit B**). Any and all such aforementioned construction or excavation activities performed on the Property shall be conducted pursuant to and in compliance with a Soil Management Plan ("SMP"), proposed and approved by GE and Technicolor at their sole cost and expense, and approved by Ohio EPA that includes waste characterization and proper management and disposal, if any, of the excavated soils. GE and Technicolor shall be responsible for the reasonable costs of waste characterization and proper disposal required under the SMP for excavated soils containing lead that result from the above-referenced construction or excavation activities on the Property.

Prohibition Against Extraction or Use of Groundwater. Groundwater underlying the Property shall not be extracted or used for any potable purpose.

If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on those areas of the Property on **Exhibit A** constitutes a breach of the activity and use limitations set forth above, Owners or Transferee (as defined below) shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy each such breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owners or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owners and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owners of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owners hereby grant to Ohio EPA, its agents, contractors, and employees and GE and Technicolor the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. GE and Technicolor, on behalf of Owners or any Transferee, if applicable, shall submit to Ohio EPA on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

> THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE PICKAWAY COUNTY RECORDER ON _____, 20___, IN [DOCUMENT ____, *or* BOOK___, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL USE RESTRICTION; PROHIBITION AGAINST EXTRACTION OR USE OF POTABLE GROUNDWATER.

Owners or Transferee, if applicable, shall notify Ohio EPA, GE and Technicolor within ten (10) days after each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owners hereby represent and warrant to the other signatories hereto:

A. that the Owners are the sole Owners of the Property;

B. that the Owners hold fee simple title to the Property which is subject to the interests or encumbrances identified of record;

C. that the Owners have the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and,

D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owners are a party or by which Owners may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owners or a Transferee; GE; Technicolor; and Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations so long as there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, GE, and Technicolor, and the Owners or Transferee of the Property, or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owners or Transferee shall file such instrument for recording with the Pickaway County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, GE shall cause this Environmental Covenant to be filed for recording, in the same manner as a deed to the Property, with the Pickaway County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Pickaway County Recorder's Office.

17. Distribution of Environmental Covenant. GE shall cause a file- and date-stamped copy of the recorded Environmental Covenant to be distributed to: Ohio EPA; Circleville Township; Wayne Township; each person who signed the Environmental Covenant; each person holding a recorded interest in the Property; any and all lessees; and any other person designated by Ohio EPA.

18. Revocation of 2007 Declaration of Use Restrictions. As of the Effective Date of this Environmental Covenant identified in Section 16 above, the Declaration of Use Restrictions, executed on November 9, 2007 and recorded in the Pickaway County Recorder's Office on November 14, 2007 in Deed Records, Volume 611, Pages 72 – 80, is hereby revoked and shall be null and void and of no further force or effect.

19. Notice. Unless otherwise notified in writing by or on behalf of the current Owners or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

For Ohio EPA:

Division of Environmental Response and Revitalization
Ohio EPA – Central Office
P.O. Box 1049
Columbus, Ohio 43216-1049
Attention: Records Management Officer

For Owners:

Richards Farms, Inc., Richards Land Company, William J. Richards, and Grace S. Richards
24537 Canal Road
Circleville, OH 43113

For Technicolor:

Meggan Ehret
Technicolor USA, Inc.
101 West 103rd Street
Indianapolis, IN 46290

For GE:

John Uruskyi
General Electric Company
Corporate Environmental Programs
319 Great Oaks Blvd.
Albany, NY 12203

The undersigned representative of Owners, GE and Technicolor represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

THE RICHARDS LAND COMPANY
an Ohio general partnership

By: _____
William J. Richards, General Partner

Date: 7-19-12

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

BEFORE ME, a Notary Public in and for said County and State, personally came William J. Richards as General Partner of Richards Land Company who acknowledged the signing of the foregoing instrument to be his/her free act and deed and that of Richards Land Company for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal this 19th day of July, 2012.

_____
Notary Public

and

FRANK MERRILL
ATTORNEY-AT-LAW
NOTARY PUBLIC - STATE OF OHIO

By: Grace S. Richards
Grace S. Richards, General Partner

Date: July 19, 2012

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

BEFORE ME, a Notary Public in and for said County and State, personally came Grace S. Richards as General Partner of Richards Land Company who acknowledged the signing of the foregoing instrument to be his/her free act and deed and that of Richards Land Company for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal this 19th day of July, 2012.

Notary Public

FRANK MERRILL
ATTORNEY-AT-LAW
NOTARY PUBLIC - STATE OF OHIO

RICHARDS FARMS, INC.

By: Bruce S. Richards
Name: Bruce S Richards
Title: pres
Date: July 19, 2012

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

BEFORE ME, a Notary Public in and for said County and State, personally came Bruce Richards as President of Richards Farms, Inc. who acknowledged the signing of the foregoing instrument to be his/her free act and deed and that of Richards Farms, Inc. for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal this 19th day of July, 2012.

Notary Public

FRANK MERRILL
ATTORNEY-AT-LAW
NOTARY PUBLIC - STATE OF OHIO

WILLIAM J. RICHARDS, Individually

Date: 7-19-12

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

BEFORE ME, a Notary Public in and for said County and State, personally came William J. Richards, an individual, who acknowledged the signing of the foregoing instrument to be his free act and deed. for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal this 19th day of July, 2012.

Notary Public

FRANK MERRILL
ATTORNEY-AT-LAW
NOTARY PUBLIC - STATE OF OHIO

NOTARIAL SEAL OHIO STATE

---

and

GRACE S. RICHARDS, Individually

Date: July 19, 2012

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

BEFORE ME, a Notary Public in and for said County and State, personally came Grace S. Richards, an individual, who acknowledged the signing of the foregoing instrument to be her free act and deed Inc. for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal this 19th day of July, 2012.

Notary Public

FRANK MERRILL
ATTORNEY-AT-LAW
NOTARY PUBLIC - STATE OF OHIO

NOTARIAL SEAL OHIO STATE

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____

Date: 8/8/12

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County and State, personally came Scott J. Nally, the Director of Ohio EPA, who acknowledged the signing of the foregoing instrument on behalf of Ohio EPA.

Witness my hand and Notarial Seal this 8th day of AUGUST, 2012.

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2014

GENERAL ELECTRIC COMPANY

By: _____

Date: 7/19/2012

STATE OF New York)
) SS:
COUNTY OF ALBANY)

BEFORE ME, a notary public in and for said county and state, personally appeared John Haggard, a duly authorized representative of General Electric who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of General Electric.

Witness my hand and Notarial Seal this 19th day of July, 2012.

Dawn M. Dayter
Notary Public

DAWN M. DAYTER
Notary Public, State of New York
No. 01DA5056339
Qualified in Albany County
Commission Expires March 4, 2014

TECHNICOLOR USA, INC.

By: Messant Enret

Date: July 16, 2012

STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

BEFORE ME, a notary public, in and for said county and state, personally appeared Messant Enret, a duly authorized representative of Technicolor USA, Inc., who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of Technicolor USA, Inc..

Witness my hand and Notarial Seal this 16 day of July, 2012

Michelle L. Kersey
Notary Public

MICHELLE L. KERSEY
Notary Public- Seal
State of Indiana
My Commission Expires Jan 7, 2015

This instrument prepared by:

Mark A. Norman
Vorys, Sater, Seymour and Pease LLP
301 East Fourth Street, Suite 3500
PO Box 236
Cincinnati, OH 45201-0136
(513) 723-4006
manorman@vorys.com

Exhibits

A. Legal Description

B. Definitions of Certain Land Uses

######

Exhibit A

Legal Description

Legal Description
Circleville Township, Pickaway County, Ohio
Section 7, Township 4, Range 22
Section 31, Township 11, Range 21
Wayne Township, Pickaway County, Ohio
V.M.S. 452
9.314 Acre Easement

Situated in the Township of Circleville, County of Pickaway, the State of Ohio and being a part of Section 7, Township 4, Range 22 a part of Section 31, Township 11, Range 21 also in Wayne Township, Pickaway Count, the State of Ohio being a part of V.M.S. 452 more particularly bounded and described as follows:

Being part of a 41.90 acre tract as described in Deed Book 294, Page 549, a part of a 219.64 acre tract as described in Deed Book 255, Page 742, a part of a 67.50 acre tract as described in Deed Book 255, Page 742 and also being a part of a 3.429 acre tract as described in Official Record 201, Page 193 all being of record in the Pickaway County Recorder's Office;

Beginning at an iron pin set in the South line of said 41.90 acre tract and in the North line of a 40.674 acre tract (reference Official Record 39, Page 678) being in the line between Wayne Township, V.M.S.452 and Circleville Township, Section 7, Range 22 also being N03°20'58"E 19.59 feet, N86°39'02"W 1199.65 feet, N30°44'43"W 916.26 feet, N74°05'47"E 279.22 feet and N78°35'49"E 500.28 feet distant from a T-rail post found at the Southeast corner of Section 7, Township 4, Range 22 and the Southwest corner of Section 31, Township 11, Range 21 also being in the line between Circleville Township and Pickaway Township;

Thence leaving said common line and going with nine new lines through said 41.90 acre tract the following calls;

N01°12'11"W 76.53 feet to an iron pin set;

Thence N59°46'28"E 288.20 feet to an iron pin set;

Thence N66°57'45"E 465.32 feet to an iron pin set;

Thence N73°44'09"E 220.19 feet to an iron pin set;

Thence N51°16'06"E 175.09 feet to an iron pin set;

Thence N30°59'09"E 131.75 feet to an iron pin set;

Thence N27°21'11"E 48.22 feet to an iron pin set;

Thence N00°56'32"W 116.62 feet to an iron pin set;

Thence N33°02'48"W 189.55 feet to an iron pin set;

Thence again through said 41.90 acre tract and through said 3.429 acre tract also through said 219.64 acre tract N17°34'53"W 707.79 feet to an iron pin set;

Thence again through said 219.64 acre tract N43°26'01"W 98.38 feet to an iron pin set;

Thence continuing through said 219.64 acre tract and also through said 67.50 acre tract N53°21'32"E 158.74 feet to an iron pin set;

Thence continuing through said 67.50 acre tract the following three calls;

S42°45'35"E 140.02 feet to an iron pin set;

Thence S26°53'28"E 160.23 feet to an iron pin set;

ORIGINAL

RECORDED ... JUL 27 2007

... ENGINEERS

Legal Description
Circleville Township, Pickaway County, Ohio
Section 7, Township 4, Range 22
Section 31, Township 11, Range 21
Wayne Township, Pickaway County, Ohio
V.M.S. 452
9.314 Acre Easement

Thence N80°30'57"E 221.94 feet to an iron pin set;

Thence again through said 67.50 acre tract and with the East line of said 3.429 acre tract and also with the West line of the C&O Railroad S01°32'18"E 172.97 feet to an iron pin set;

Thence leaving said common line and going with a new line through said 3.429 acre tract S67°47'07"W 135.67 feet to an iron pin set;

Thence again with a new line through said 3.429 acre tract and through said 41.90 acre tract S33°42'28"E 197.13 feet to an iron pin set;

Thence with four more new lines through said 41.90 acre tract the following calls;

S19°36'07"E 139.73 feet to an iron pin set;

Thence S08°51'09"E 67.98 feet to an iron pin set;

Thence S88°27'38"W 45.00 feet to an iron pin set;

Thence S01°32'22"E 317.69 feet to an iron pin set a the Northeast corner of an 8.41 acre tract (reference Official Record 39, Page 678) being in the West line of the C&O Railroad being a common corner to said 41.90 acre tract and also being in the line between Wayne Township and Circleville Township;

Thence with said Township line being the South line of said 41.90 acre tract and the North line of said 8.41 acre tract and the North line of a 5.01 acre tract (reference Official Record 39, Page 678) and also being the North line of a said 40.674 acre tract the following three calls;

S24°42'38"W 142.49 feet to an iron pin set;

Thence S59°46'31"W 824.36 feet to an iron pin set;

Thence S67°58'50"W 567.09 feet to the **POINT OF BEGINNING;**

Containing **9.314 Acres** more or less.

Subject to all existing valid rights-of-way and easements of record.

Bearings are based on found monuments referenced from the City of Circleville State Plane Coordinate System.

All iron pins shown as set are 5/8" diameter by 30 inch long rebar with yellow plastic cap stamped "M.E. Clark Assoc."

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions as they existed on the date of the survey and that the accuracy of same is consistent with accepted surveying standards

Eric M. Clark
P. S. No.S-08354

7/23/07
Date
File No. S07-2340

STATE OF OHIO
ERIC M. CLARK
S-08354
REGISTERED
PROFESSIONAL SURVEYOR

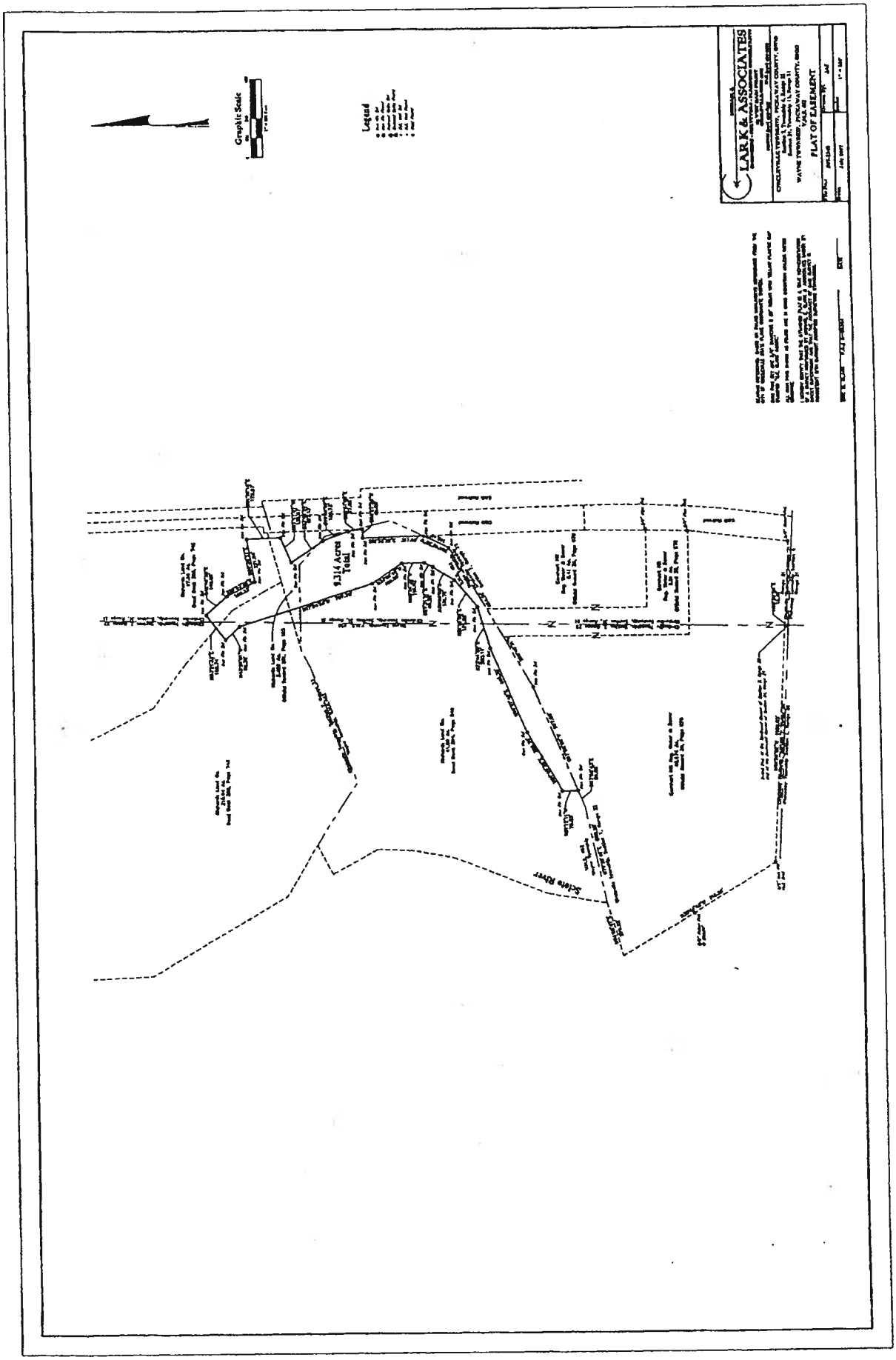

L.A.R.K. & ASSOCIATES
FLAT OF EASEMENT
Graphic Scale
Legend
9.314 Acres
Total
Scioto RIVER

Exhibit B

"Commercial land use" means "land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are customers, patrons or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of commercial land uses include, but are not limited to warehouses; retail gasoline stations; retail establishments; professional offices; hospitals and clinics; religious institutions; hotels; motels; and parking facilities." OAC Rule 3745-300-08(C)(2)(c)(ii) (effective March 1, 2009).

"Construction or excavation activities" include "invasive activities that result in potential exposure of adult workers during the business day for a portion of one year. Exposures during construction or excavation activities are of greater intensity and shorter duration than those for the commercial and industrial land use categories. Construction or excavation activities have potential exposures of adults to dermal contact with soil, inhalation of vapors and particles from soil, and ingestion of soil. Examples of construction or excavation activities include but are not limited to maintenance or installation of utilities; installation of building footers or foundation; grading; trenching or laying utility lines or cables; and repair of engineering controls where there is significant exposure to soils." OAC Rule 3745-300-08(C)(2)(c)(iv) (effective March 1, 2009).

"Industrial land use" means "land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metal-working shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastic plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities." OAC Rule 3745-300-08(C)(2)(c)(iii) (effective March 1, 2009).

"Residential land use" means "land use with a high frequency of potential exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Residential land use is considered protective for, and may be applied to, any and all categories of land use, without further restriction. Examples of residential land uses include, but are not limited to residences; day care facilities; schools, colleges and other educational institutions; nursing homes, elder care and other long-term health care facilities; and correctional facilities." OAC Rule 3745-300-08-(C)(2)(c)(i) (effective March 1, 2009).

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VORYS SATER SEYMOUR & PEASE LLP
301 E FOURTH ST
STE 3600
CINCINNATI OH 45202

ARCADIS

Appendix C

Supporting Documentation for
Remedial Alternatives