

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by MAHLE Engine Components U.S.A., Inc. ("MAHLE" or "Owner"), Gould Electronics Inc. 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 (as hereafter defined) to the activity and use limitations set forth herein.

Whereas, the February 23, 2007 Order of the United States Bankruptcy Court for the Southern District of New York affirmed MAHLE's acquisition of the Property from Dana Corporation, which acquired the Property from Glacier Vandervell, Inc. ("GVI").

Whereas, MAHLE now owns the Property, located at 17226 County Road 57 in Olive Township, Noble County, Ohio, approximately 0.75 mile south of the Village of Caldwell, which shall be subject to the activity and use limitations contained herein.

Whereas, prior to MAHLE's ownership, solvents used at the facility to clean and degrease equipment and structures include trichloroethene (TCE), 1,1,1-trichloroethane, and trans-1,2-dichloroethene. Areas of the Property associated with these contaminants include soils beneath the plant (soluble oil line and vapor degreaser areas), the loading dock area, the Western Disposal Area, and the waste water treatment area.

Whereas, on December 11, 1991, Ohio EPA issued an Administrative Consent Order that required GVI to perform an investigation of potential contamination at the Property and to propose alternative cleanup plans for contamination identified at the Property. The areas of concern included: 1) lead and copper contamination in soil in the Western Disposal Area; 2) lead contamination in soils located close to the plant; 3) volatile organic compound (VOC) contamination in soil under the building; and 4) VOC contamination in groundwater under the Property. An interim groundwater recovery and treatment system was installed in January 1997, and is currently operating at the Property; the system consists of three pumping wells located in the area of highest VOC concentration and an activated carbon system to treat VOC-contaminated groundwater.

Whereas, on October 20, 2006, Ohio EPA issued an Amended Preferred Plan (an amended version of the original Preferred Plan issued on August 12, 2003), i.e., the proposed remedy for the Property, and on December 28, 2006, Ohio EPA issued an Amended Decision Document (an amended version of the original Decision Document issued on May 5, 2004), i.e., the selected remedy for the Property, which includes: (1) excavation and consolidation of wetland sediments, Western Disposal Area soils, and Plant Area soils, and construction of an impervious cap over these soils in the Western Disposal Area; (2) monitoring of Duck Creek sediments to detect potential increases in site-

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related contaminants; (3) use of activity and use limitations, and engineering controls to address contaminated soils; (4) reduction of groundwater contamination in primary source areas, through expanded groundwater recovery and treatment; and (5) implementation of an expanded groundwater monitoring plan to assess natural attenuation processes, and to provide sufficient monitoring to ensure the protection of potential off-site receptors.

The administrative record for the Property is located at Ohio EPA's Southeast District Office, 2195 Front Street, Logan, Ohio 43138.

Now therefore, Owner 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 an approximately 41 acre property owned by MAHLE, located at 17226 County Road 57 in Olive Township, Noble County, Ohio, approximately 0.75 mile south of the Village of Caldwell, and more particularly described in Exhibit A ("Property").

3. Owner. MAHLE Engine Components U.S.A., Inc. ("MAHLE" or "Owner"), which is located at 2001 Sanford Street, Muskegon, Michigan 49444, is the owner of the Property.

4. Holders. Owner, whose address is listed above, and Gould Electronics Inc., 34929 Curtis Boulevard, Eastlake, Ohio 44095, are the holders of this Environmental Covenant.

5. Activity and Use Limitations. As part of the remedial action described in the Amended Decision Document, dated December 28, 2006 (the "Remedy"), and the settlement of the natural resource damage claim described in the Director's Final Findings and Orders, dated _____, 2009 ("DFFO"), Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. Property Use Restriction. The Property consists of the Commercial Area, the Western Disposal Area and the Natural Resource Protection Area, as depicted on Exhibit B and as defined more precisely below. No person shall use any portion of the Property for any residential land use.

The term "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, all categories of land use, without further restriction. Examples of residential land uses include residences; day care facilities; schools; colleges and other

educational institutions; nursing homes; elder care and other long-term health care facilities; and correctional facilities.

B. Commercial / Industrial Land Use Restriction. The portion of the Property more particularly described in Exhibit C ("Commercial Area") shall be restricted to commercial land use and industrial land use.

The term "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 involves 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 warehouses; building supply facilities; retail gasoline stations; automobile service stations; automobile dealerships; retail warehouses; repair and service establishments for appliances and other goods; professional offices; banks and credit unions; office buildings; retail businesses selling food or merchandise; golf courses; hospitals and clinics; religious institutions; hotels; motels; and parking facilities.

The term "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 involves 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 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.

C. Western Disposal Area Restriction. Except for such actions as are reasonably necessary to implement and maintain the Remedy, no person shall excavate the soil at, construct any structure on, or engage in, cause or allow any activity that would affect or compromise the integrity of the cap (i.e., soil and vegetation cover) installed in the area of the Property more particularly described in Exhibit D (the "Western Disposal Area").

D. Ground Water Prohibition. No person shall drill, construct, install, develop, operate or use any ground water well, or extract, cause the extraction of, or use any ground water, located at or underlying the Property for any potable purpose.

E. Natural Resource Protection Area Restriction. Except for such actions as are reasonably necessary to implement the Remedy, and subject to the rights of persons under the existing interests and encumbrances of record set forth on Exhibit E and the provisions of Section 13.B. of this Environmental Covenant, the portion of the Property more particularly described in Exhibit F (the "NRP Area") shall be subject to the following

restrictions, all of which are intended to allow the NRP Area to revert to its natural state.

- i. No buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the NRP Area, unless otherwise expressly provided hereunder.
- ii. There shall be no filling, excavating, or removal of top soil, sand, gravel, rock, minerals or other materials on or at the NRP Area, nor any building of roads or change in topography of the land in any manner, other than that caused by the forces of nature or as reserved herein.
- iii. Herbicides or insecticides may only be used within the prescribed methods approved by Owner or its successors or assigns.
- iv. No power or petroleum transmission lines may be constructed, nor shall any other interests in the NRP Area be granted for this purpose. However, the Owner reserves the right to (a) relocate within the NRP Area an existing subsurface water line at the Property and grant easement rights with respect to such relocated water line that are equivalent to those granted with respect to the existing water line, and (b) maintain and repair or improve telephone, electric, water, wells, or other utility lines or mains on existing and relocated easements needed to provide for the needs of the Owner, successors or assigns. The area needed to conduct such maintenance, repairs or improvements shall be in the reasonable judgment of Owner the minimum necessary to accomplish the task and upon completion of such maintenance, repairs or improvements, the area shall be restored to substantially the condition that existed prior to such activities.
- v. There shall be no construction of towers for communication or otherwise on the NRP Area.
- vi. No trees, ground cover or other vegetation shall be removed from the NRP Area, except that which is necessary to maintain existing foot paths and trails that Owner, in its discretion, desires to maintain, and to protect life and property or in the exercise of other rights provided by this Environmental Covenant.
- vii. The Owners shall use best efforts to ensure that the NRP Area is at all times kept free of garbage, trash, and machinery; and to ensure that no other unsightly material is allowed to accumulate or be stored thereon.
- viii. Each and every other activity or construction within the NRP Area that is inconsistent with the purpose of this Environmental Covenant or which may

endanger, affect or impair the natural or scenic state of the NRP Area is prohibited.

- ix. The Owner, its successors or assigns shall notify Ohio EPA of any proposed transfer of the NRP Area or any portion thereof at least thirty (30) days prior to any such transfer.

If any event or action by or on behalf of Owner or Transferee constitutes a breach of the activity and use limitations of this Section 5 of this Environmental Covenant, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall reasonably cooperate with Ohio EPA as necessary to remedy the breach of the activity and use limitations within sixty (60) days of providing notice to Ohio EPA, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA. Other than expressly set forth above, nothing in this Section 5 of this Environmental Covenant shall require Owner to affirmatively maintain the NRP Area other than allowing is to revert to its natural state.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment 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. Owner hereby grants to Ohio EPA, its agents, contractors, and employees, the reasonable right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owners or any Transferee 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. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with

the Noble County Recorder's Office.

11. 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, DATED _____, 2009, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE NOBLE COUNTY RECORDER ON _____, 2009, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: RESIDENTIAL LAND USE PROHIBITION; COMMERCIAL AND INDUSTRIAL LAND USE RESTRICTION; WESTERN DISPOSAL AREA RESTRICTION; GROUND WATER PROHIBITION; AND NATURAL RESOURCE PROTECTION AREA RESTRICTION.

Owner or any Transferee, as applicable, shall notify Ohio EPA at least thirty (30) days in advance of any conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee. Within thirty (30) days after any conveyance, Owner or any Transferee, as applicable, shall submit to Ohio EPA, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property transferred.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property, which is subject to the interests or encumbrances identified in Exhibit E attached hereto and incorporated by reference herein;
- C. that the Owner has 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 Owner has used its reasonable best efforts to identify all other persons, listed in Exhibit E, that own an interest in or hold an encumbrance on the Property and used its reasonable best efforts to notify such persons of the Owner's 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 Owner is a party or by which Owner may be bound or affected.

13. Amendment.

A. This Environmental Covenant may be amended only by a written instrument duly executed by all of the following: the Owner or a Transferee, as applicable; Gould Electronics Inc. or its successor; and the Director of Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, means 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 when there is at least one limitation remaining. Any amendment shall be consistent with the purposes of this Environmental Covenant, shall not affect its perpetual duration and, except as provided in Section 13.B. of this Environmental Covenant, shall not permit any impairment of the significant conservation values of the protected NRP Area.

B. On or before the date that Ohio EPA certifies in writing that construction of the Remedy is complete, Ohio EPA, Gould Electronics Inc. (or its successor) and Owner or Transferee shall, if necessary, jointly prepare an amendment that shall, to the extent reasonably necessary, modify the boundaries of the NRP Area set forth in Exhibit F such that no engineered component of the Remedy is within fifty (50) feet of any boundary of such amended NRP Area.

C. Within thirty (30) days of signature by all requisite parties on any amendment of this Environmental Covenant, the Owner or a Transferee, as applicable, shall file such instrument for recording with the Noble County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

14. 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 be affected or impaired in any way.

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

16. Revocation of Prior Declaration. The Declaration of Covenants, Conditions and Restrictions, executed on December 11, 1998 and recorded in the Noble County Recorder's Office in Volume 50, at pages 186 – 192, on December 16, 1998, shall be revoked and shall be null and void and of no further force or effect upon recordation of a Termination of Declaration of Covenants, Conditions and Restrictions, to be recorded on or about the effective date of this Environmental Covenant.

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17. 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 Noble County Recorder.

18. Distribution of Environmental Covenant. The Owner shall use its reasonable best efforts to distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; each person holding a recorded interest in or encumbrance on the Property, as identified in Exhibit E; the Village of Caldwell; and the Noble County Commissioners.

19. Notice. Unless otherwise notified in writing by or on behalf of the Owner (or Transferee), Gould Electronics Inc. (or successor) or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Manager, Remedial Response Program
Division of Emergency and Remedial Response
Ohio EPA
P.O. Box 1049
Columbus, Ohio 43216-1049

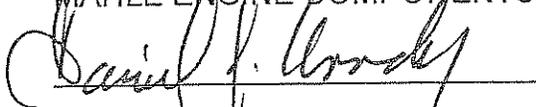
Phil Lawrence
Mahle Industries, Incorporated
HEN – HR – Environment – Health & Safety (HNAE)
One MAHLE Drive
Morristown, Tennessee 37814

Chief Administrative Officer
Gould Electronics Inc.
34929 Curtis Boulevard
Eastlake, Ohio 44095

The undersigned representative of Owner represents and certifies that [he/she] is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

MAHLE ENGINE COMPONENTS U.S.A., INC.



DANIEL J. MOODY, PRESIDENT
Printed Name and Title

9-23-09
Date

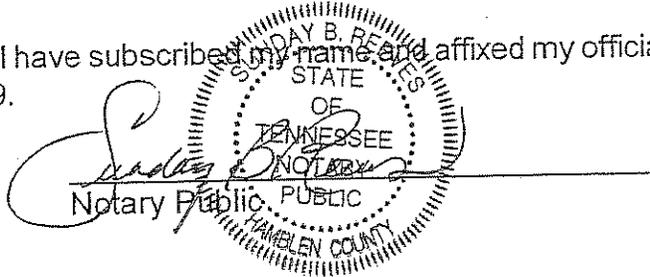
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State of Tennessee)
County of Hamblen)

ss:

Before me, a notary public, in and for said county and state, personally appeared Daniel Moody, a duly authorized representative of MAHLE Engine Components U.S.A., Inc., who acknowledged to me that he/she did execute the foregoing instrument on behalf of MAHLE Engine Components U.S.A., Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23rd day of September, 2009.



GOULD ELECTRONICS INC.

Thomas N. Rich

THOMAS N RICH CAO
Printed Name and Title

Sept. 11, 2009
Date

State of Ohio)
County of Lake)

ss:

Before me, a notary public, in and for said county and state, personally appeared Thomas N. Rich, a duly authorized representative of Gould Electronics Inc., who acknowledged to me that he/she did execute the foregoing instrument on behalf of Gould Electronics Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 11 day of September, 2009.

Sharon M. Roach
Notary Public

Sharon M. Roach
Notary Public, State of Ohio
(Recorded in Lake County)
My Commission Expires 07/25/2010

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OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski
Chris Korleski, Director

10/19/09
Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Chris Korleski, 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 19th day of OCTOBER, 2009.

Charma Diane Casteel
Notary Public

This instrument prepared by:

Richard M. Saines, Esq.
Baker & McKenzie LLP
One Prudential Plaza, Suite 3500
130 East Randolph Drive
Chicago, Illinois 60601
(312) 861 - 2835

Mark J. Navarre, Esq.
Ohio EPA Legal Office
50 West Town Street
Columbus, Ohio 43216-1049
(614) 644 - 3037

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

Exhibit A

PARCEL NO. 1:

SITUATED IN THE TOWNSHIP OF OLIVE, COUNTY OF NOBLE, STATE OF OHIO, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 9 WEST OF THE OHIO RIVER SURVEY AND CONTAINING 41.552 ACRES OF LAND, MORE OR LESS, BEING ALL OF PARCEL 1 AND PARCEL 2 (WITH EXCEPTIONS) AS DESCRIBED IN A DEED TO IMPERIAL CLEVITE, INC., OF RECORD IN DEED BOOK 153, PAGE 236, RECORDER'S OFFICE, NOBLE COUNTY, OHIO; SAID 41.552 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE WITH THE NORTH LINE OF SAID SECTION 10, SOUTH 89°59'00" WEST, A DISTANCE OF 586.52 FEET TO A POINT; THENCE SOUTH 00°01'00" EAST, A DISTANCE OF 987.81 FEET TO A DRILL HOLE SET, THE INTERSECTION OF OLD STATE ROUTE #21 WITH COUNTY ROAD #57 A SOUTHEAST CORNER OF A 1.10 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO DELPHIN D. AND MARILYN A. FLIEHMAN OF RECORD IN DEED BOOK 143, PAGE 428, THE TRUE POINT OF BEGINNING;

THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 41°28'59" EAST WITH THE CENTERLINE OF OLD STATE ROUTE #21 A DISTANCE OF 25.93 FEET TO A RAILROAD SPIKE SET; THENCE SOUTH 88°02'47" WEST, WITH THE SOUTHERLY LINE OF COUNTY ROAD #57 A DISTANCE OF 1490.20 FEET TO A POINT IN THE CENTERLINE OF WEST FORK DUCK CREEK;

THENCE NORTH 63°35'58" WEST WITH THE CENTERLINE OF SAID CREEK A DISTANCE OF 41.13 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 77, AS SHOWN ON PLAN NOB-77-6.25 AT STATE HIGHWAY DIVISION #10 MARIETTA, OHIO;

THENCE NORTH 43°54'05" EAST WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 14.70 FEET TO AN IRON PIN SET;

THENCE NORTH 34°47'19" WEST, CONTINUING WITH A SAID RIGHT-OF-WAY LINE, A DISTANCE OF 95.00 FEET TO AN ANGLE POINT;

THENCE SOUTH 64°17'19" EAST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 56.98 FEET TO AN ANGLE POINT;

THENCE NORTH 25°42'41" EAST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 95.00 FEET TO AN ANGLE POINT;

THENCE NORTH 64°17'19" WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 70.00 FEET TO AN ANGLE POINT;

THENCE SOUTH 25°42'41" WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 65.00 FEET TO AN ANGLE POINT;

THENCE NORTH 64°17'19" WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO AN ANGLE POINT;

THENCE NORTH 34°47'19" WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 324.25 FEET TO AN IRON PIN SET;

THENCE NORTH 30°58'21" WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 150.33 FEET TO AN IRON PIN SET;

THENCE SOUTH 77°13'25" WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 26.91 FEET TO THE CENTERLINE OF SAID WEST FORK DUCK CREEK;

THENCE WITH THE CENTERLINE OF SAID WEST FORK DUCK CREEK THE FOLLOWING 9 COURSES AND DISTANCES;

- 1) NORTH 12°04'16" WEST, A DISTANCE OF 93.02 FEET TO A POINT;
- 2) NORTH 19°30'23" EAST, A DISTANCE OF 431.25 FEET TO A POINT;
- 3) NORTH 24°52'49" EAST, A DISTANCE OF 228.18 FEET TO A POINT;
- 4) NORTH 12°01'02" EAST, A DISTANCE OF 206.53 FEET TO A POINT;
- 5) NORTH 2°34'09" WEST, A DISTANCE OF 156.16 FEET TO A POINT;
- 6) NORTH 39°12'26" EAST, A DISTANCE OF 122.60 FEET TO A POINT;
- 7) SOUTH 89°11'14" EAST, A DISTANCE OF 141.01 FEET TO A POINT;
- 8) SOUTH 65°37'15" EAST, A DISTANCE OF 146.57 FEET TO A POINT;
- 9) NORTH 59°20'47" EAST, A DISTANCE OF 129.85 FEET TO A POINT IN A WESTERLY LINE OF A 5.40 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO THE STATE OF OHIO, OF RECORD IN DEED BOOK 116, PAGE 565;

THENCE SOUTH 20°13'24" EAST, WITH A WESTERLY LINE OF SAID 5.40 ACRE TRACT, A DISTANCE OF 338.00 FEET TO AN IRON PIN SET, A SOUTHWESTERLY CORNER OF SAID 5.40 ACRE TRACT;

THENCE NORTH 69°46'11" EAST, WITH A SOUTHERLY LINE OF SAID 5.40 ACRE TRACT A DISTANCE OF 14.13 FEET TO AN IRON PIN SET AT A NORTHWESTERLY CORNER OF A 2.86 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO THE NOBLE COUNTY COMMISSIONERS OF RECORD IN DEED BOOK 141, PAGE 714;

THENCE SOUTH 25°13'25" EAST, WITH A WESTERLY LINE OF SAID 2.86 ACRE TRACT, A DISTANCE OF 185.48 FEET TO A MONUMENT FOUND, A NORTHEASTERLY CORNER OF A 3.32 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO THE OHIO POWER COMPANY OF RECORD IN DEED BOOK 107, PAGE 230;

THENCE SOUTH 64°46'20" WEST, WITH A NORTHERLY LINE OF SAID 3.32 ACRE TRACT, A DISTANCE OF 300.00 FEET TO A MONUMENT FOUND, A NORTHWESTERLY CORNER OF SAID 3.32 ACRE TRACT;

THENCE SOUTH 25°13'25" EAST, WITH A WESTERLY LINE OF SAID 3.32 ACRE TRACT, A DISTANCE OF 350.00 FEET TO A MONUMENT FOUND, A SOUTHWESTERLY CORNER OF SAID 3.32 ACRE TRACT;

THENCE NORTH 64°46'20" EAST, WITH A SOUTHERLY LINE OF SAID 3.32 ACRE TRACT, A DISTANCE OF 300.00 FEET TO AN IRON PIN SET, A SOUTHEASTERLY CORNER OF SAID 3.32 ACRE TRACT; THENCE NORTH 25°13'25" WEST, WITH AN EASTERLY LINE OF SAID 3.32 ACRE TRACT, A DISTANCE OF 100.00 FEET TO AN IRON PIN SET;

THENCE NORTH 64°46'20" EAST, WITH A SOUTHERLY LINE OF SAID 3.32 ACRE TRACT A DISTANCE OF 356.75 FEET TO A P.K. NAIL SET ON A CURVE IN THE CENTERLINE OF STATE ROUTE 821, THE SOUTHEASTERLY CORNER OF SAID 3.32 ACRE TRACT;

THENCE SOUTHEASTERLY, WITH AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1910.08 FEET, A CENTRAL ANGLE OF 3°47'10", THE CHORD OF WHICH BEARS SOUTH 21°43'56" EAST, A CHORD DISTANCE OF 126.19 FEET TO A P.K. NAIL SET, A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING SOUTHEASTERLY WITH AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5544.77 FEET, A CENTRAL ANGLE OF 2°42'34", THE CHORD OF WHICH BEARS SOUTH 24°58'48" EAST, A CHORD DISTANCE OF 262.18 FEET TO A P.K. NAIL SET;

THENCE SOUTH 25°39'03" EAST, CONTINUING WITH THE CENTER LINE OF OLD STATE ROUTE #21 AND LEAVING THE CENTERLINE OF SAID STATE ROUTE 821, A DISTANCE OF 200.19 FEET TO A P.K. NAIL SET;

THENCE SOUTH 26°26'37" EAST, CONTINUING WITH SAID OLD CENTERLINE, A DISTANCE OF 198.22 FEET TO AN IRON PIN SET;

THENCE SOUTH 25°15'54" EAST, CONTINUING WITH SAID OLD CENTERLINE, A DISTANCE OF 101.87 FEET TO A P.K. NAIL SET;

THENCE SOUTH 21°54'14" EAST, CONTINUING WITH SAID OLD CENTERLINE, A DISTANCE OF 32.17 FEET TO A P.K. NAIL SET;

THENCE SOUTH 24°24'37" EAST, CONTINUING WITH SAID OLD CENTERLINE, A DISTANCE OF 125.72 FEET TO AN IRON PIN SET, A NORTHEASTERLY CORNER OF SAID 1.10 ACRE TRACT;

THENCE NORTH 89°00'13" WEST, WITH A NORTHERLY LINE OF SAID 1.10 ACRE TRACT, A DISTANCE OF 301.08 FEET TO AN IRON PIN SET, A NORTHWESTERLY CORNER OF SAID 1.10 ACRE TRACT;

THENCE SOUTH 4°44'43" EAST, WITH A WESTERLY LINE OF SAID 1.10 ACRE TRACT A DISTANCE OF 151.90 FEET TO A DRILL HOLE SET, A SOUTHWESTERLY CORNER OF SAID 1.10 ACRE TRACT;

THENCE NORTH 88°02'47" EAST, WITH THE SOUTHERLY LINE OF SAID 1.10 ACRE TRACT, THE CENTERLINE OF COUNTY ROAD #57 A DISTANCE OF 366.59 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 41.552 ACRES OF LAND.

NOTE: BEARINGS USED IN THIS DESCRIPTION ARE ASSUMED. A BEARING OF NORTH 64°46'20" EAST, ON A SOUTHERLY LINE OF SAID 3.32 ACRE TRACT, OF RECORD IN DEED BOOK 107, PAGE 230, WAS USED FOR THIS DESCRIPTION AND ALL OTHER ANGULAR MEASUREMENTS WERE CALCULATED FROM THIS MERIDIAN.

THE ABOVE DESCRIPTION WAS PREPARED BY KOSANCHICK & ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS, COLUMBUS, OHIO, FROM INFORMATION OBTAINED FROM AN ACTUAL FIELD SURVEY OF THE PREMISES IN JANUARY OF 1987.

THE ABOVE DESCRIBED TRACT HAS 32.904 ACRES IN SECTION 10 AND 8.648 ACRES IN SECTION 3. EXCEPTING FROM THE ABOVE DESCRIBED PREMISES ANY PART THEREOF RESULTING THROUGH CHANGE IN THE CURVE OF WEST FORK DUCK CREEK, OCCASIONED BY OTHER THAN NATURAL CAUSES OR BY NATURAL CAUSES OTHER THAN ACCRETION.

TAX PARCELS:
28-21134.000
28-21135.000

PARCEL NO. 2
SITUATED IN THE STATE OF OHIO, COUNTY OF NOBLE, VILLAGE OF CALDWELL, BEING IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6, RANGE 9 AND CONTAINING 0.0078 ACRES OF LAND MORE OR LESS, BEING PART OF THAT 4.61 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO IMPERIAL CLEVITE, INC., OF

RECORD IN DEED BOOK 153, PAGE 236, RECORDER'S OFFICE, NOBLE COUNTY, OHIO; SAID 0.0078 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE SOUTHWEST CORNER OF LOT #6 OF DAVID MILLER'S WEST SIDE ADDITION TO CALDWELL; THENCE SOUTH 0°00'00" WEST, WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID ADDITION, THE WESTERLY LINE OF SAID 4.61 ACRE TRACT, A DISTANCE OF 612.00 FEET TO AN IRON PIN SET, THE NORTHWESTERLY CORNER OF SAID CLEVELAND GRAPHITE BRONZE COMPANY TRACT, THE TRUE POINT OF BEGINNING;

THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 90°00'00" EAST, A DISTANCE OF 17.00 FEET TO AN IRON PIN SET;

THENCE SOUTH 0°00'00" WEST, A DISTANCE OF 20.00 FEET TO AN IRON PIN SET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 17.00 FEET TO AN IRON PIN SET;

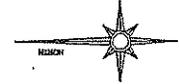
THENCE NORTH 0°00'00" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.0078 ACRES OF LAND BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

NOTE: BEARINGS USED IN THIS DESCRIPTION ARE ASSUMED. A BEARING OF _____ SOUTH WAS USED ON THE WESTERLY LINE OF DAVID MILLER'S WEST SIDE ADDITION TO THE VILLAGE OF CALDWELL AND ALL ANGULAR MEASUREMENTS CALCULATED FROM THIS MERIDIAN.

THE ABOVE DESCRIPTION WAS PREPARED BY KOSANCHICK & ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS, COLUMBUS, OHIO FROM INFORMATION OBTAINED FROM AN ACTUAL FIELD SURVEY OF THE PREMISES IN JANUARY OF 1987.

TAX PARCEL:
29-29295.000

Exhibit B



BASED ON BEARINGS
SURVEY BEARINGS ON THIS MAP REFER TO THE
UNIT BEARINGS OF THE CHAIN COMPONENTS
UNLESS OTHERWISE SPECIFIED OR DETERMINED
BY OTHER OBSERVATION.

Call Table - NRP Area

Course	Bearing	Distance
N01°35'11" W	14.10	
N45°17'47" E	55.85	
S83°57'17" E	55.85	
N77°20'37" W	45.00	
S83°57'17" E	45.00	
N82°52'47" W	24.50	
N30°25'27" W	52.84	
S85°23'21" E	52.84	
S23°47'30" E	158.10	
S85°23'21" E	39.14	

O.R.V. 143 P. 890 - Property Boundary - Call Table

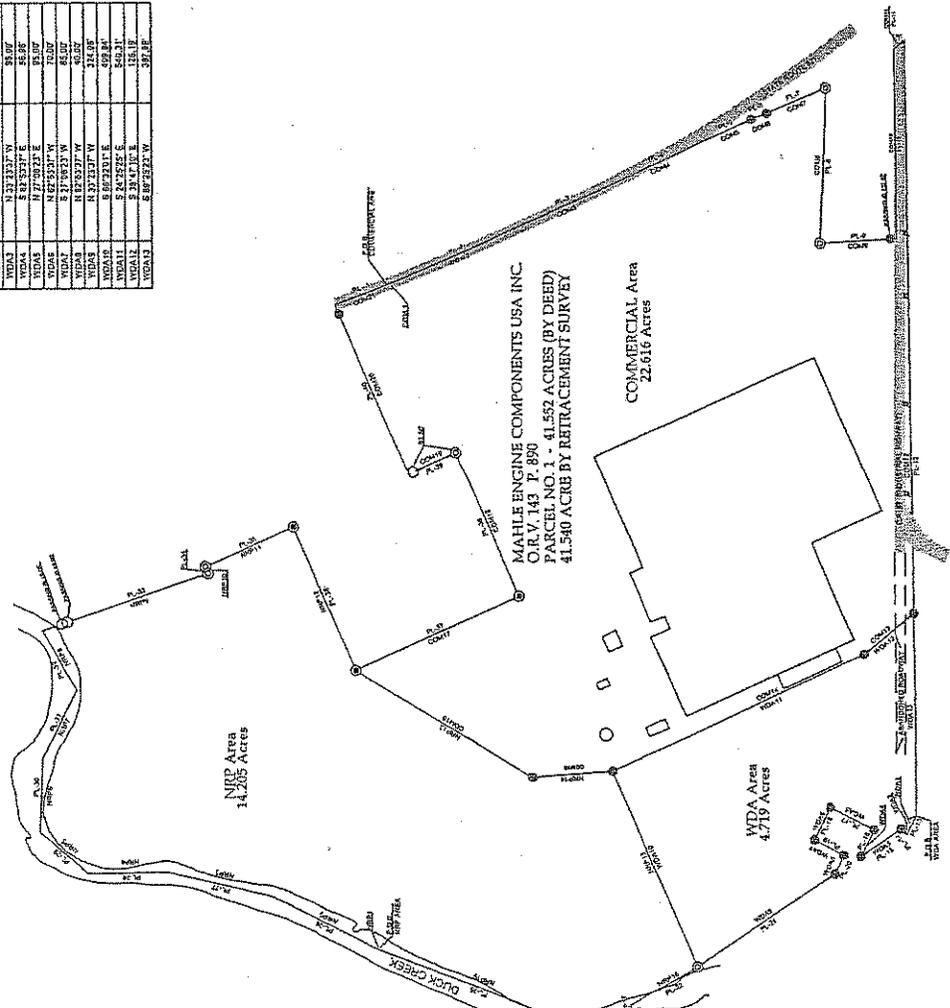
Course	Bearing	Distance	Record Bearing	Record Distance	Record Distance
PL-1	N01°35'11" W	14.10	PL-10222	PL-10222	PL-10222
PL-2	N45°17'47" E	55.85	PL-10223	PL-10223	PL-10223
PL-3	S83°57'17" E	55.85	PL-10224	PL-10224	PL-10224
PL-4	N77°20'37" W	45.00	PL-10225	PL-10225	PL-10225
PL-5	S83°57'17" E	45.00	PL-10226	PL-10226	PL-10226
PL-6	N82°52'47" W	24.50	PL-10227	PL-10227	PL-10227
PL-7	N30°25'27" W	52.84	PL-10228	PL-10228	PL-10228
PL-8	S85°23'21" E	52.84	PL-10229	PL-10229	PL-10229
PL-9	S23°47'30" E	158.10	PL-10230	PL-10230	PL-10230
PL-10	S85°23'21" E	39.14	PL-10231	PL-10231	PL-10231
PL-11	N01°35'11" W	14.10	PL-10232	PL-10232	PL-10232
PL-12	N45°17'47" E	55.85	PL-10233	PL-10233	PL-10233
PL-13	S83°57'17" E	55.85	PL-10234	PL-10234	PL-10234
PL-14	N77°20'37" W	45.00	PL-10235	PL-10235	PL-10235
PL-15	S83°57'17" E	45.00	PL-10236	PL-10236	PL-10236
PL-16	N82°52'47" W	24.50	PL-10237	PL-10237	PL-10237
PL-17	N30°25'27" W	52.84	PL-10238	PL-10238	PL-10238
PL-18	S85°23'21" E	52.84	PL-10239	PL-10239	PL-10239
PL-19	S23°47'30" E	158.10	PL-10240	PL-10240	PL-10240
PL-20	S85°23'21" E	39.14	PL-10241	PL-10241	PL-10241
PL-21	N01°35'11" W	14.10	PL-10242	PL-10242	PL-10242
PL-22	N45°17'47" E	55.85	PL-10243	PL-10243	PL-10243
PL-23	S83°57'17" E	55.85	PL-10244	PL-10244	PL-10244
PL-24	N77°20'37" W	45.00	PL-10245	PL-10245	PL-10245
PL-25	S83°57'17" E	45.00	PL-10246	PL-10246	PL-10246
PL-26	N82°52'47" W	24.50	PL-10247	PL-10247	PL-10247
PL-27	N30°25'27" W	52.84	PL-10248	PL-10248	PL-10248
PL-28	S85°23'21" E	52.84	PL-10249	PL-10249	PL-10249
PL-29	S23°47'30" E	158.10	PL-10250	PL-10250	PL-10250
PL-30	S85°23'21" E	39.14	PL-10251	PL-10251	PL-10251
PL-31	N01°35'11" W	14.10	PL-10252	PL-10252	PL-10252
PL-32	N45°17'47" E	55.85	PL-10253	PL-10253	PL-10253
PL-33	S83°57'17" E	55.85	PL-10254	PL-10254	PL-10254
PL-34	N77°20'37" W	45.00	PL-10255	PL-10255	PL-10255
PL-35	S83°57'17" E	45.00	PL-10256	PL-10256	PL-10256
PL-36	N82°52'47" W	24.50	PL-10257	PL-10257	PL-10257
PL-37	N30°25'27" W	52.84	PL-10258	PL-10258	PL-10258
PL-38	S85°23'21" E	52.84	PL-10259	PL-10259	PL-10259
PL-39	S23°47'30" E	158.10	PL-10260	PL-10260	PL-10260
PL-40	S85°23'21" E	39.14	PL-10261	PL-10261	PL-10261

Retracement Survey
41,540 Acres

- ① DENVER 8 1/2" X 11" CHALKER (NON-FERROUS)
- ② DENVER 1 1/2" DIA. PAPER (NON-FERROUS)
- ③ DENVER CONCRETE (NON-FERROUS)

Call Table - WDA Area

Course	Bearing	Distance
WDA-1	N01°35'11" W	14.10
WDA-2	N45°17'47" E	55.85
WDA-3	S83°57'17" E	55.85
WDA-4	N77°20'37" W	45.00
WDA-5	S83°57'17" E	45.00
WDA-6	N82°52'47" W	24.50
WDA-7	N30°25'27" W	52.84
WDA-8	S85°23'21" E	52.84
WDA-9	S23°47'30" E	158.10
WDA-10	S85°23'21" E	39.14
WDA-11	N01°35'11" W	14.10
WDA-12	N45°17'47" E	55.85
WDA-13	S83°57'17" E	55.85
WDA-14	N77°20'37" W	45.00
WDA-15	S83°57'17" E	45.00
WDA-16	N82°52'47" W	24.50
WDA-17	N30°25'27" W	52.84
WDA-18	S85°23'21" E	52.84
WDA-19	S23°47'30" E	158.10
WDA-20	S85°23'21" E	39.14



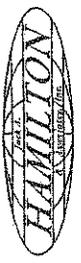
- SOURCES OF DATA
- 1.) TAX MAPS (S.) DEED RECORD SHOWN HEREON
 - 2.) SURVEYS BY: KOSANICHICK & ASSOCIATES, INC. - 1987
 - 3.) ROBERT SCHILL - 1987
 - 4.) DENNIS HAGAN - 1989
 - 5.) CENTERLINE SURVEY PLAT AND RIGHT OF WAY PLANS NOB-77-6.66
 - 6.) LOCATION PLAN NOB-81-2.18-6.66) PB-1 FG-502
 - 7.) ROW PLANS NOB-78-(7-20-15.86)

Mable Engine Components USA Inc.

MAP SHOWING A PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP 6 NORTH RANGE 9 WEST OLIVE TOWNSHIP NOBLE COUNTY, OHIO.



TERRY L. STEFFEL, L.S. #6846 DATE
SURVEYED DURING: JULY AND AUGUST 2008.



242 High St., Box 471
Chillicothe, Ohio 43007
Ph: (740) 968-4087
Fax: (740) 968-4225
e-mail: hamilton@toll-free.com
www.hamiltonsurveyors.com

Exhibit C

January 14, 2009

Description – Commercial Area
22.616 Acres

Situated in the State of Ohio, County of Noble and the Township of Olive. Being part of the northwest quarter of Section 10 and the southwest quarter of section 3 Township 6 Range 9 and a portion of a 41.552 acre parcel recorded as Parcel No. 1 in Official Record Volume 143 Page 890 of the Noble County Record of Deeds.

Beginning at a point in State Route 821 on the easterly boundary line of said 41.552 acre parcel and on the line between sections 3 and 10 where the northwest corner of section 10 bears North 89 degrees 02 minutes 55 seconds West 1561.83 feet. Said place of beginning also being at the beginning of a curve concave to the northeast having a radius of 1910.08 feet.

Thence from said place of beginning and following the boundary line of said 41.552 acre parcel and along State Route 821 southeasterly along said curve 15.67 feet through a central angle of 00 degrees 28 minutes 12 seconds a chord of South 22 degrees 00 minutes 49 seconds East 15.67 feet to a point of compound curve concave to the northeast having a radius of 5544.77 feet,

thence southeasterly along said curve 262.20 feet through a central angle of 02 degrees 42 minutes 34 seconds a chord of South 23 degrees 36 minutes 12 seconds East 262.18 feet,

thence South 24 degrees 16 minutes 27 seconds East 200.19 feet,

thence South 25 degrees 04 minutes 01 second East 198.22 feet,

thence South 23 degrees 53 minutes 18 seconds East 101.87 feet to a 5/8 inch diameter iron pin (set) on the westerly side of State Route 821,

thence South 20 degrees 31 minutes 38 seconds East 32.17 feet to a 5/8 inch diameter iron pin (set) on the westerly side of State Route 821,

thence South 23 degrees 00 minutes 40 seconds East 125.58 feet to a 1-1/4 inch diameter iron pipe (found),

thence North 87 degrees 38 minutes 00 seconds West 300.89 feet to a 1-1/4 inch diameter iron pipe (found),

thence South 03 degrees 22 minutes 06 seconds East 151.87 feet to a point in County Road 57 (Industrial Highway), passing through a 5/8 inch diameter iron pin (set) at 137.87 feet,

thence following along Industrial Highway North 89 degrees 25 minutes 23 seconds East 366.59 feet,

thence South 40 degrees 06 minutes 23 seconds East 25.93 feet to a point on the southerly side of County Road 57 (Industrial Highway),

thence following along the southerly side of County Road 57 (Industrial Highway) South 89 degrees 25 minutes 23 seconds West 1102.51 feet to a 5/8 inch diameter iron pin (set),

thence leaving the boundary line of said 41.552 acre parcel North 38 degrees 47 minutes 10 seconds West 125.19 feet to a 5/8 inch diameter iron pin (set),

thence North 24 degrees 25 minutes 25 seconds West 540.31 feet to a 5/8 inch diameter iron pin (set),

thence North 04 degrees 19 minutes 53 seconds West 154.14 feet to a 5/8 inch diameter iron pin (set),

thence North 30 degrees 45 minutes 12 seconds East 402.34 feet to a 4 inch diameter concrete monument (found) on the easterly boundary line of the previously referenced 41.552 acre parcel,

thence following the easterly boundary line of said 41.552 acre parcel South 23 degrees 52 minutes 18 seconds East 350.02 feet to a 4 inch diameter concrete monument (found),

thence North 66 degrees 09 minutes 23 seconds East 299.94 feet to a 1-1/4 inch diameter iron pipe (found),

thence North 23 degrees 50 minutes 49 seconds West 100.00 feet, passing through a 5/8 inch diameter iron pin (found) at 91.50 feet,

thence North 66 degrees 08 minutes 56 seconds East 356.75 feet to a point in State Route 821 at the beginning of a curve concave to the northeast having a radius of 1910.08 feet,

thence southeasterly along said curve 110.55 feet through a central angle of 03 degrees 18 minutes 58 seconds a chord of South 20 degrees 07 minutes 14 seconds East 110.53 feet to the place of beginning.

Containing 22.616 acres. Further identified as being 0.345 acre in section 3 (Tax Parcel 28-21134.000) and 22.271 acres in section 10 (Tax Parcel 28-21135.000).

Bearings in this description refer to the Grid Meridian of the Ohio Coordinate System, South Zone (NAD83), as determined by GPS observation.

This description prepared by Terry L. Steffi, Licensed Surveyor #6846, after a field survey of the parcel herein described during July and August 2008.

Exhibit D

January 14, 2009

Description - WDA Area
4.719 Acres

Situated in the State of Ohio, County of Noble and the Township of Olive. Being part of the northwest quarter of Section 10, Township 6, Range 9 and a portion of a 41.552 acre parcel recorded as Parcel No. 1 in Official Record Volume 143 Page 890 of the Noble County Record of Deeds.

Beginning at the southwest corner of said 41.552 acre tract where the northwest corner of section 10 bears North 27 degrees 15 minutes 05 seconds West 1183.26 feet. The bearing on the north line of section 10 being South 89 degrees 02 minutes 55 seconds East.

thence from said place of beginning and following the boundary line of said 41.552 acre parcel North 62 degrees 13 minutes 51 seconds West 41.09 feet,

thence North 45 degrees 17 minutes 47 seconds East 14.70 feet to a 5/8 inch diameter iron pin (set),

thence North 33 degrees 23 minutes 37 seconds West 95.00 feet to a 5/8 inch diameter iron pin (set),

thence South 62 degrees 53 minutes 37 seconds East 56.98 feet to a 5/8 inch diameter iron pin (set),

thence North 27 degrees 06 minutes 23 seconds East 95.00 feet to a 5/8 inch diameter iron pin (set),

thence North 62 degrees 53 minutes 37 seconds West 70.00 feet to a 5/8 inch diameter iron pin (set),

thence South 27 degrees 06 minutes 23 seconds West 65.00 feet to a 5/8 inch diameter iron pin (set),

thence North 62 degrees 53 minutes 37 seconds West 40.00 feet to a 5/8 inch diameter iron pin (set),

thence North 33 degrees 23 minutes 37 seconds West 324.08 feet to a 1-1/4 inch diameter iron pipe (found),

thence leaving the boundary line of said 41.552 acre parcel North 66 degrees 32 minutes 01 second East 409.84 feet to a 5/8 inch diameter iron pin (set),

thence South 24 degrees 25 minutes 25 seconds East 540.31 feet to a 5/8 inch diameter iron pin (set),

thence South 38 degrees 47 minutes 10 seconds East 125.19 feet to a 5/8 inch diameter iron pin (set) on the south boundary line of the above referenced 41.552 acre parcel,

thence following the south boundary line of said 41.552 acre parcel South 89 degrees 25 minutes 23 seconds West 387.69 feet to the place of beginning.

Containing 4.719 acres and further identified as being part of Tax Parcel 28-21135.000.

Bearings in this description refer to the Grid Meridian of the Ohio Coordinate System South Zone (NAD83) as determined by GPS observation.

This description prepared by Terry L. Steffl, Licensed Surveyor #6846, after a field survey of the parcel herein described during July and August 2008.

Exhibit E

Right of Way from Wiley Stringer and Bessie Stringer to Walter Woodford, Trustee, dated May 10, 1950, filed for record November 20, 1950 and recorded in Volume 106, Page 31 of Noble County Records.

Easement by and between The Cleveland Graphite Bronze Company and The Ohio Fuel Gas Company, dated November 6, 1952, filed for record December 9, 1952 and recorded in Volume 108, Page 425 of Noble County Records.

Easement by and between The Cleveland Graphite Bronze Company and The Ohio Power Company, dated January 15, 1952, filed for record May 2, 1952 and recorded in Volume 107, Page 495 of Noble County Records.

Easement for Highway Purposes from The Cleveland Graphite Bronze Company to State of Ohio, dated October 25, 1951, filed for record June 7, 1954 and recorded in Volume 110, Page 230 of Noble County Records.

Right of Way Agreement from Clevite Corporation to The General Telephone Company of Ohio, dated August 3, 1961, filed for record August 8, 1961 and recorded in Volume 117, Page 464 of Noble County Records.

Easement Agreement by and between Clevite Corporation fka The Cleveland Graphite Bronze Company and The Permian Oil and Gas Company, dated July 2, 1962, filed for record August 10, 1962 and recorded in Volume 119, Page 196 of Noble County Records.

Easement for Highway Purposes from Clevite Corporation to State of Ohio, dated December 14, 1962 and recorded in Volume 119, Page 614 of Noble County Records.

Easement contained in the Deed from The Cleveland Graphite Bronze Company nka Clevite Corporation to State of Ohio, dated April 22, 1966, filed for record January 19, 1967 and recorded in Volume 126, Page 369 of Noble County Records.

Deed of Easement from Clevite Corporation to Ohio Power Company, dated January 9, 1968, filed for record February 14, 1968 and recorded in Volume 128, Page 167 of Noble County Records.

Right of Way Agreement from Clevite Corporation to General Telephone Company of Ohio, filed for record February 27, 1968 and recorded in Volume 128, Page 195 of Noble County Records.

Right of Way Easement from The Cleveland Graphite Bronze Company nka Clevite Corporation to Pure Water Company, dated March 15, 1968, filed for record April 11, 1968 and recorded in Volume 128, Page 426 of Noble County Records.

Deed of Easement from Clevite Corporation to Ohio Power Company, dated January 28, 1970, filed for record March 27, 1970 and recorded in Volume 132, Page 447 of Noble County Records.

Easement from Gould Inc. to Village of Caldwell, dated June 10, 1975, filed for record June 16, 1975 and recorded in Volume 141, Page 722 of Noble County Records.

Easement from Gould Inc. to Village of Caldwell, dated November 10, 1977 and recorded in Volume 146, Page 650 of Noble County Records.

Grant of Right of Way from JPI Acquisition Inc. to National Gas & Oil Corporation, dated October 29, 1987, November 2, 1987 and recorded in Volume 164, Page 698 of Noble County Records.

Easement & Right of Way from Glacier Vandervell, Inc. to Ohio Power Company, dated April 6, 2005, filed for record June 28, 2005 and recorded in OR Volume 124, Page 960 of Noble County Records.

Declaration of Covenants, Conditions and Restrictions by Glacier Vandervell Inc., dated December 11, 1998, filed for record December 16, 1998 and recorded in Volume 50, Page 186 of Noble County Records.

Exhibit F

January 14, 2009

Description – NRP Area
14.205 Acres

Situated in the State of Ohio, County of Noble and the Township of Olive. Being part of the northwest quarter of Section 10 and the southwest quarter of section 3 Township 6 Range 9 and a portion of a 41.552 acre parcel recorded as Parcel No. 1 in Official Record Volume 143 Page 890 of the Noble County Record of Deeds.

Beginning at a point in Duck Creek on the westerly boundary line of said 41.552 acre parcel and on the line between sections 3 and 10 where the northwest corner of section 10 bears North 89 degrees 02 minutes 55 seconds West 286.38 feet.

thence from said place of beginning and following along Duck Creek and the boundary line of said 41.552 acre parcel North 20 degrees 52 minutes 36 seconds East 2.77 feet,

thence North 26 degrees 15 minutes 02 seconds East 228.18 feet,

thence North 13 degrees 23 minutes 15 seconds East 206.53 feet,

thence North 01 degree 11 minutes 56 seconds West 156.16 feet,

thence North 40 degrees 34 minutes 39 seconds East 122.60 feet,

thence South 87 degrees 49 minutes 01 second East 141.01 feet,

thence South 64 degrees 15 minutes 02 seconds East 146.57 feet,

thence North 60 degrees 43 minutes 00 seconds East 129.85 feet,

thence leaving Duck Creek South 18 degrees 51 minutes 11 seconds East 338.00 feet to a 1-1/4 inch diameter iron pipe (found), passing through 5/8 inch diameter iron pins (found) at 40.06 feet and 49.90 feet,

thence North 71 degrees 11 minutes 58 seconds East 14.10 feet to a 1-1/4 inch diameter iron pipe (found),

thence South 23 degrees 51 minutes 29 seconds East 185.51 feet to a 4 inch diameter concrete monument (found),

thence South 66 degrees 11 minutes 30 seconds West 300.12 feet to a 4 inch diameter concrete monument (found),

thence leaving the boundary line of said 41.552 acre parcel South 30 degrees 45 minutes 12 seconds West 402.34 feet to a $\frac{3}{8}$ inch diameter iron pin (set),

thence South 04 degrees 19 minutes 53 seconds East 154.14 feet to a $\frac{3}{8}$ inch diameter iron pin (set),

thence South 66 degrees 32 minutes 01 second West 409.84 feet to a $\frac{5}{8}$ inch diameter iron pin (set) on the westerly boundary line of said 41.552 acre parcel,

thence following the westerly boundary line of said 41.552 acre parcel North 29 degrees 34 minutes 46 seconds West 150.33 feet,

thence South 78 degrees 37 minutes 00 seconds West 26.91 feet to point in Duck Creek,

thence following along Duck Creek North 10 degrees 51 minutes 26 seconds West 92.81 feet,

thence North 20 degrees 52 minutes 36 seconds East 428.48 feet to the place of beginning.

Containing 14.205 acres. Further identified as being 8.407 acres in section 3 (Tax Parcel 28-21134.000) and 5.798 acres in section 10 (Tax Parcel 28-21135.000).

Bearings in this description refer to the Grid Meridian of the Ohio Coordinate System, South Zone (NAD83), as determined by GPS observation.

This description prepared by Terry L. Steffl, Licensed Surveyor #6846, after a field survey of the parcel herein described during July and August 2008.