

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the Morgan County Improvement Corporation ("MCIC" 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, MCIC owns the property located at 5037 North State Route 60 NW, tax parcel numbers 130-001-220-0 and 130-001-230-0, approximately two miles north of the corporate limits of the City of McConnelsville, in Morgan County, Ohio ("Property").

Whereas, a facility located at the Property produces heavywall bearings for diesel, aircraft and locomotive engines and has serviced the power generation, energy transmission and marine equipment markets ("Facility").

Whereas, prior to ownership of the Property by MCIC, solvents used at the Facility to degrease machined metal parts included tetrachloroethylene ("PCE"), trichloroethylene ("TCE"), 1,1,1-trichloroethane ("TCA"), and carbon tetrachloride. Investigations conducted at the Facility identified contaminants in soil and groundwater at and near the Facility (the "Affected Property").

Whereas, on September 5, 1990, Ohio EPA issued an Administrative Consent Order that required JPI Transportation Products, Inc. to perform an investigation of potential contamination at the Affected Property and to propose alternative cleanup plans for contamination identified at the Affected Property. An interim groundwater recovery and treatment system was installed in 1990.

Whereas, a Declaration of Covenants, Conditions and Restrictions, was executed on March 30, 1999 and recorded in the Morgan County Recorder's Office, at 12:09 p.m. on June 9, 1999.

Whereas, on May 18, 2005, Ohio EPA issued an Amended Preferred Plan (an amended version of the original Preferred Plan issued on December 18, 1997), i.e., the proposed remedy for the Affected Property, and on October 19, 2005, Ohio EPA issued a Decision Document, i.e., the selected remedy for the Affected Property, which includes: (1) soil vapor extraction of certain VOC-impacted soil; (2) pumping and treatment of VOC-impacted ground water as a means of hydraulic gradient control and removal of contaminant mass from the saturated zone; and (3) long-term ground water monitoring to track contaminant removal and verify the continued hydraulic containment.

The administrative record for the Affected 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 16.10 acre property owned by MCIC, located at 5037 North State Route 60 NW, tax parcel numbers 130-001-220-0 and 130-001-230-0, approximately two miles north of the corporate limits of the City of McConnelsville, in Morgan County, Ohio and more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Property").

3. Owner. Morgan County Improvement Corporation ("MCIC" or "Owner"), which is located at 155 E. Main Street in McConnelsville, Ohio is the owner of the Property.

4. Holders. Owner, whose address is listed above, and Gould Electronics Inc., which is located at 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 Decision Document, dated October 19, 2005, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. Land Use Restriction. No person shall use the Property for any residential land use. The Property shall be restricted to commercial land use and industrial 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.

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

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.

B. Ground Water Use 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, provided however, that ground water wells that are free from contaminants exceeding applicable drinking water standards are exempted from this restriction.

If any event or action by or on behalf of any person constitutes a breach of the activity and use limitations, Owner or Transferee, if applicable, shall notify Ohio EPA within thirty (30) days after becoming aware of the event or action, and shall remedy the 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 between Ohio EPA and the Owner or Transferee, if applicable.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, easement holders and/or lessees, 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 MCIC's interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple and mortgagees.

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 and Gould Electronics Inc., and their agents, contractors, and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA, upon request (no more frequently than 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 Morgan 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 MORGAN COUNTY RECORDER ON _____, 2009, IN [DOCUMENT _____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: A LAND USE RESTRICTION (RESIDENTIAL LAND USE IS PROHIBITED; ONLY COMMERCIAL AND INDUSTRIAL LAND USES ARE PERMITTED); AND A GROUND WATER USE PROHIBITION.

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 may be subject to the interests or encumbrances identified in Exhibit B 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 B, that may own an interest in or hold an encumbrance on the Property and has 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 or Termination. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by all of the following: the Owner or a Transferee, as applicable; other Holders; 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. 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.

Within thirty (30) days following signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or a Transferee, as applicable, shall file such instrument for recording with the Morgan 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 March 30, 1999 and recorded in the Morgan

County Recorder's Office, at 12:09 p.m., on June 9, 1999, in Vol. 60 Page 788, 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.

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 Morgan County Recorder.

18. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; each Holder; each person holding a recorded interest in or encumbrance on the Property, as identified in Exhibit B; and the Morgan County Commissioners.

19. Notice. Unless otherwise notified in writing by the affected party, 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

President
Morgan County Improvement Corporation
P.O. Box 577
McConnelsville, Ohio 43756

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

The undersigned representatives of the parties represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

MORGAN COUNTY IMPROVEMENT CORPORATION

John W. Wilson
John Wilson, President

JOHN W. WILSON
Printed Name

NOV. 24, 2009
Date

State of Ohio)
)
County of Morgan) ss:

Before me, a notary public, in and for said county and state, personally appeared John Wilson, a duly authorized representative of the Morgan County Improvement Corporation, who acknowledged to me that he did execute the foregoing instrument on behalf of the Morgan County Improvement Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 24 day of November, 2009.



JOHN A. WELLS, Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

[Signature]
Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski, Director

Date

State of Ohio)
)
County of Franklin) ss:

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 _____ day of _____, 2009.

Notary Public

MORGAN COUNTY IMPROVEMENT CORPORATION

John Wilson, President

Printed Name

Date

State of Ohio)
)
County of Morgan)

ss:

Before me, a notary public, in and for said county and state, personally appeared John Wilson, a duly authorized representative of the Morgan County Improvement Corporation, who acknowledged to me that he did execute the foregoing instrument on behalf of the Morgan County Improvement Corporation.

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

Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski
Chris Korleski, Director

12/9/09
Date

State of Ohio)
)
County of Franklin)

ss:

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 9th day of DECEMBER 2009.

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

Charma Diane Casteel
Notary Public

May 10, 2014 7
cde



GOULD ELECTRONICS INC.

Thomas M. Rich

THOMAS N RICH CAO
Printed Name and Title

July 9, 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 9 day of July, 2009.

Sharon M. Roach
Notary Public

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

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

CLI-1664032v5

EXHIBIT A

SITUATED IN THE STATE OF OHIO, COUNTY OF MORGAN, TOWNSHIP OF MORGAN, BEING IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 12 WEST AND ALSO BEING IN SECTION 4, TOWNSHIP 10 NORTH, RANGE 12 WEST, OHIO RIVER SURVEY, AND CONTAINING 24.537 ACRES OF LAND MORE OR LESS, BEING ALL OF THAT 3.84 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO GOULD INC., CLEVITE ENGINE PARTS DIVISION, OF RECORD IN DEED BOOK 145, PAGE 534 (ALL REFERENCES TO DEED BOOKS USED IN THIS DESCRIPTION REFER TO THE RECORDS OF THE RECORDER'S OFFICE, MORGAN COUNTY, OHIO) AND BEING ALL OF THAT 20.74 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO THE CLEVELAND GRAPHITE BRONZE COMPANY, OF RECORD IN DEED BOOK 97, PAGE 66, SAID 24.537 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT A POINT MARKING THE COMMON CORNER OF SECTIONS 3 AND 4 OF TOWNSHIP 10 NORTH, RANGE 12 WEST, AND SECTIONS 33 AND 34 OF TOWNSHIP 11 NORTH, RANGE 12 WEST; THENCE NORTH $84^{\circ} 30' 00''$ WEST, ON THE SECTION AND TOWNSHIP LINE BETWEEN SECTION 33, TOWNSHIP 11 NORTH, RANGE 12 WEST AND SECTION 4, TOWNSHIP 10 NORTH, RANGE 12 WEST, A DISTANCE OF 453.42 FEET TO A POINT; THENCE SOUTH $32^{\circ} 38' 48''$ WEST, A DISTANCE OF 22.98 FEET TO A PK NAIL SET IN THE CENTERLINE OF STATE ROUTE 60, THE TRUE POINT OF BEGINNING;

THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH $40^{\circ} 41' 38''$ WEST, WITH A NORTHERLY LINE OF A TRACT OF LAND AS CONVEYED TO THE OHIO POWER COMPANY, A DISTANCE OF 669.02 FEET TO AN IRON PIN FOUND;

THENCE NORTH $54^{\circ} 41' 42''$ WEST, A DISTANCE OF 233.14 FEET TO AN IRON PIN SET;

THENCE SOUTH $38^{\circ} 04' 31''$ WEST, A DISTANCE OF 30.67 FEET TO THE LOW WATER MARK OF THE MUSKINGUM RIVER;

THENCE WITH SAID LOW WATER MARK THE FOLLOWING 3 COURSES AND DISTANCES:

1. NORTH $54^{\circ} 34' 29''$ WEST, A DISTANCE OF 780.00 FEET TO A POINT;
2. NORTH $50^{\circ} 28' 09''$ WEST, A DISTANCE OF 213.96 FEET TO A POINT;
3. NORTH $48^{\circ} 24' 29''$ WEST, A DISTANCE OF 285.36 FEET TO A POINT, THE SOUTHEASTERLY CORNER OF A 14.25 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HEB THEATRES, INC., OF RECORD IN DEED BOOK 114, PAGE 119;

THENCE NORTH $63^{\circ} 29' 47''$ EAST, WITH A SOUTHERLY LINE OF SAID 14.25 ACRE TRACT, A DISTANCE OF 534.35 FEET TO AN IRON PIN FOUND;

THENCE NORTH $29^{\circ} 34' 47''$ EAST, A DISTANCE OF 365.56 FEET TO A PK NAIL SET IN THE CENTERLINE OF SAID STATE ROUTE 60, A SOUTHEASTERLY CORNER OF SAID 14.25 ACRE TRACT; THENCE SOUTH $46^{\circ} 20' 36''$ EAST, WITH THE CENTERLINE OF SAID STATE ROUTE 60, A DISTANCE OF 1197.26 FEET TO A PK NAIL SET, A POINT OF CURVATURE;

THENCE SOUTHEASTERLY, WITH AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5729.65 FEET, A CENTRAL ANGLE OF $1^{\circ} 44' 42''$, THE CHORD OF WHICH BEARS SOUTH $47^{\circ} 12' 57''$ EAST, A CHORD DISTANCE OF 174.49 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 24.537 ACRES OR LESS.

BEARINGS USED IN THIS DESCRIPTION ARE ASSUMED. A BEARING OF SOUTH $46^{\circ} 20' 36''$ EAST WAS USED ON THE TANGENT PORTION OF THE CENTERLINE OF STATE ROUTE 60 AS CALLED FOR IN DEED BOOK 145, PAGE 534, AND ALL OTHER BEARINGS CALCULATED FROM THIS MERIDIAN.

THE ABOVE DESCRIPTION WAS PREPARED BY BLACKBURN, KOSANOVICH AND ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS, COLUMBUS, OHIO, FROM INFORMATION OBTAINED FROM AN ACTUAL FIELD SURVEY OF THE PREMISES IN JULY, 1981.

EXCEPTING FROM THE ABOVE DESCRIBED PREMISES ANY PART THEREOF RESULTING THROUGH A CHANGE IN THE COURSE OF THE MUSKINGUM RIVER OCCASIONED BY OTHER THAN NATURAL CAUSES OTHER THAN ACCRETION.

SAVE AND EXCEPTING THEREFROM:

SITUATED IN THE COUNTY OF MORGAN, IN THE STATE OF OHIO, AND IN TOWNSHIP OF MORGAN, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING PART OF SECTION 33, TOWNSHIP 11, RANGE 12 AND (BEING PART OF A 24.537 ACRE TRACT OF LAND CONVEYED TO MORGAN COUNTY IMPROVEMENT CORPORATION BY NIKKO MATERIALS USA, INC. BY A DEED RECORDED IN OFFICIAL RECORDS, MORGAN COUNTY, OHIO, VOLUME 144, PAGE 620) AND COMMENCING BY DEED (REF: OR VOL. 144, PG. 620) AT THE SOUTHEAST CORNER OF SECTION 33; THENCE ALONG THE SECTION LINE NORTH 84 DEG. 30 MIN. WEST 453.42 FEET; THENCE SOUTH 32 DEG. 38 MIN. 48 SEC. WEST 22.98 FEET TO THE CENTER OF STATE ROUTE 60; THENCE ALONG THE CENTER OF THE HIGHWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 5729.65 FEET, AN ARC LENGTH OF 174.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEG. 12 MIN. 57 SEC. WEST 174.49 FEET TO THE END OF THE CURVE; THENCE NORTH 46 DEG. 20 MIN. 36 SEC. WEST 622.80 FEET; THENCE FROM THIS TRUE PLACE OF BEGINNING AND LEAVING THE HIGHWAY SOUTH 61 DEG. 13 MIN. 26 SEC. WEST 348.69 FEET TO A MAG NAIL SET (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 30.89 FEET); THENCE SOUTH 43 DEG. 07 MIN. 44 SEC. WEST 271.48 FEET TO A 5/8 INCH REBAR PIN SET; THENCE NORTH 47 DEG. 22 MIN. 46 SEC. WEST 88.14 FEET TO A 5/8 INCH REBAR PIN SET; THENCE SOUTH 43 DEG. 30 MIN. 14 SEC. WEST 55.04 FEET TO A 5/8 INCH REBAR PIN SET; THENCE NORTH 46 DEG. 26 MIN. 39 SEC. WEST 405.47 FEET TO A 5/8 INCH REBAR PIN SET ON THE NORTH BANK OF A RUN AND IN THE NORTH LINE OF GRANTOR'S PROPERTY (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 269.57 FEET); THENCE ALONG GRANTOR'S NORTH LINE NORTH 63 DEG. 29 MIN. 47 SEC. EAST 226.01 FEET TO AN AXLE FOUND AT AN ANGLE POINT THEREIN; THENCE NORTH 29 DEG. 34 MIN. 47 SEC. EAST 365.56 FEET TO THE CENTER OF STATE ROUTE 60 (BEING THE NORTHEAST CORNER OF GRANTOR'S PROPERTY) (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 324.56 FEET); THENCE ALONG THE CENTER OF THE HIGHWAY SOUTH 46 DEG. 20 MIN. 36 SEC. EAST 574.46 FEET TO THE PLACE OF BEGINNING, CONTAINING 6.82 ACRES, MORE OR LESS. BEING 80. 59 FROM 19 - 6.82 ACRES - #130-001-280-2.

GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS FOREVER, AN AREA OF RIGHT-OF-WAY FOR INGRESS AND EGRESS BETWEEN STATE ROUTE 60 AND OTHER ADJACENT REAL ESTATE OWNED BY GRANTOR ACROSS THE ABOVE-DESCRIBED 6.82 ACRE TRACT WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF STATE ROUTE 60 AT THE SOUTHEAST CORNER OF THE 6.82 ACRE TRACT; THENCE LEAVING THE HIGHWAY SOUTH 61 DEG. 13 MIN. 26 SEC. WEST 348.69 FEET TO A MAG NAIL SET (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 30.89 FEET); THENCE NORTH 47 DEG. 16 MIN. 16 SEC. WEST 27.30 FEET TO A MAG NAIL SET; THENCE NORTH 43 DEG. 07 MIN. 37 SEC. EAST 332.99 FEET TO THE CENTER OF STATE ROUTE 60 (REF.: PASSING OVER A MAG NAIL SET AT 138.20 FEET); THENCE ALONG THE CENTER OF THE HIGHWAY SOUTH 46 DEG. 20 MIN. 36 SEC. EAST 141.43 FEET TO THE PLACE OF BEGINNING.

THE 6.82 ACRE TRACT AND THE EASEMENT AREA WERE SURVEYED ON AUGUST 8, 2008, BY DANA A. SNOFFER, PROFESSIONAL SURVEYOR NO. 7543; BEARING SYSTEM FOR THIS SURVEY BASED ON IRON PINS FOUND IN ONE OF THE NORTH LINES OF GRANTOR'S PROPERTY; LINE BEING NORTH 63 DEG. 29 MIN. 47 SEC. EAST AN ASSUMED MERIDIAN USED TO DENOTE ANGLES ONLY; SURVEY PLAT THAT SHOWS THE 6.82 ACRE TRACT THE AREA OF RIGHT-OF-WAY, AND OTHER PERTINENT INFORMATION IS ON FILE IN THE MORGAN COUNTY ENGINEER'S OFFICE.

GRANTOR'S FURTHER GRANTS IT'S SUCCESSORS AND ASSIGNS FOREVER, EASEMENTS ACROSS THE ADJACENT REAL PROPERTY RETAINED BY GRANTOR FOR THE PURPOSE OF PROVIDING POWER, WATER, GAS, SEWAGE DISPOSAL, WATER DISPOSAL, AND OTHER SIMILAR UTILITIES OR LIKE SERVICES TO AND FOR THE BENEFIT OF THE 6.82 ACRE TRACT.

THIS CONVEYANCE IS SUBJECT TO THE RETAINED RIGHT BY GRANTOR, ITS SUCCESSORS AND ASSIGNS, FOR SUCH EASEMENTS ACROSS THE 6.82 ACRE TRACT AS ARE NECESSARY TO PROVIDE POWER, WATER, GAS, SEWAGE DISPOSAL, AND ANY OTHER UTILITIES OR LIKE SERVICES FOR THE BENEFIT OF THE ACREAGE RETAINED BY GRANTOR.

FURTHER SAVE AND EXCEPTING THEREFROM:

SITUATED IN THE COUNTY OF MORGAN, IN THE STATE OF OHIO, AND IN TOWNSHIP OF MORGAN, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING PART OF SECTION 4, TOWNSHIP 10, RANGE 12 AND PART OF SECTION 33, TOWNSHIP 11, RANGE 12 (AND BEING PART OF A 24.537 ACRE TRACT OF LAND CONVEYED TO GRANTOR HEREIN BY NIKKO MATERIALS USA; OFFICIAL RECORD 146, PAGE 620) AND COMMENCING BY DEED AT THE COMMON CORNER OF SECTION 3 AND 4 OF TOWNSHIP 10 NORTH, RANGE 12 WEST AND SECTIONS 33 AND 34 OF TOWNSHIP 11 NORTH, RANGE 12 WEST; THENCE ALONG THE SECTION LINE NORTH 84 DEG. 00 MIN. WEST 453.42 FEET; THENCE SOUTH 32 DEG. 38 MIN. 48 SEC. WEST 22.98 FEET TO THE CENTER OF STATE ROUTE 60; THENCE ALONG THE CENTER OF THE HIGHWAY NORTHWESTERLY WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 5729.65 FEET, A CENTRAL ANGLE OF 01 DEG. 44 MIN. 42 SEC., AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEG. 12 MIN. 57 SEC. WEST 174.49 FEET; THENCE NORTH 46 DEG. 20 MIN. 36 SEC. WEST 1197.26 FEET TO THE NORTHEAST CORNER OF SAID 24.537 ACRE TRACT; THENCE LEAVING THE HIGHWAY AND ALONG THE NORTH LINE OF THE 24.537 ACRE TRACT SOUTH 29 DEG. 34 MIN. 47 SEC. WEST 365.56 FEET TO AN AXLE FOUND AT AN ANGLE POINT THEREIN; THENCE SOUTH 63 DEG. 29 MIN. 47 SEC. WEST 534.35 FEET TO THE MUSKINGUM RIVER AND BRING AT THE NORTHWEST CORNER OF THE 24.537 ACRE TRACT (REF.: PASSING OVER AN IRON PIN FOUND WITH "LINN" I.D. CAP AT 484.35 FEET); THENCE ALONG AND DOWN THE RIVER SOUTH 48 DEG. 24 MIN. 29 SEC. EAST 285.36 FEET; THENCE SOUTH 50 DEG. 28 MIN. 09 SEC. EAST 191.99 FEET; THENCE FROM THIS TRUE PLACE OF BEGINNING AND LEAVING THE RIVER NORTH 43 DEG. 30 MIN. 14 SEC. EAST 227.64 FEET TO A 5/8 INCH REBAR PIN SET (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 18.61 FEET); THENCE 47 DEG. 22 MIN. 46 SEC. EAST 216.18 FEET TO A SURVEY MARKER SPIKE SET; THENCE SOUTH 43 DEG. 42 MIN. 14 SEC. WEST 87.87 FEET TO A SURVEY MARKER SPIKE SET; THENCE SOUTH 03 DEG. 08 MIN. 34 SEC. EAST 41.90 FEET TO A SURVEY MARKER SPIKE SET; THENCE SOUTH 47 DEG. 14 MIN. 28 SEC. EAST 226.12 FEET TO A SURVEY MARKER SPIKE SET; THENCE SOUTH 43 DEG. 04 MIN. 23 SEC. WEST 72.14 FEET TO THE MUSKINGUM RIVER (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 67.14 FEET); THENCE ALONG AND UP THE RIVER NORTH 53 DEG. 33 MIN. 36 SEC. WEST 218.13 FEET; THENCE NORTH 50 DEG. 35 MIN. 29 SEC. WEST 235.16 FEET; THENCE NORTH 50 DEG. 28 MIN. 09 SEC. WEST 21.97 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.617 ACRES, MORE OR LESS. (BEING 1.315 ACRES IN SECTION 4 AND 0.302 ACRES IN SECTION 33) (BEARING SYSTEM FOR THIS SURVEY BASED ON IRON PINS FOUND IN ONE OF THE NORTH LINE S OF THE 24.537 ACRE TRACT MENTIONED ABOVE; LINE BEING SOUTH 63 DEG. 29 MIN. 47 SEC. WEST AN ASSUMED MERIDIAN USED TO DENOTE ANGLES ONLY; SURVEYED ON MAY 12, 2005 BY DIANA A. SNOUFFER, PROFESSIONAL SURVEYOR NO. 7543; SEE SURVEY PLAT THAT SHOWS THE 1.617 ACRE TRACT AND OTHER PERTINENT INFORMATION ON FILE IN THE MORGAN COUNTY ENGINEER'S OFFICE.)

EXHIBIT B

INTERESTS AND ENCUMBRANCES

(Derived from Schedule B—Section II of the Commitment for Title Insurance Issued by Chicago Title Insurance Company May 20, 2009)

1. RESERVATION FOR RIGHT OF INGRESS AND EGRESS OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
2. EASEMENT FOR UTILITIES WHICH WOULD BENEFIT THE 6.82 ACRE TRACT OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
3. RESERVATION OF EASEMENT FOR UTILITIES OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
4. AFFIDAVIT OF FACTS OF RECORD IN OFFICIAL RECORDS VOLUME 152, PAGE 312, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD MAY 12, 2005. EXECUTED BY MICHAEL T. VYNALEK, PRESIDENT OF MORGAN COUNTY IMPROVEMENT CORPORATION REGARDING THE 6.49 ACRES ACQUISITION FROM THE STATE OF OHIO.)
5. PIPELINE RIGHT OF WAY EASEMENT FOR OPERATION AND MAINTENANCE PURPOSES OF RECORD FROM THE CLEVELAND GRAPHITE BRONZE COMPANY AKA CLEVITE CORPORATION TO COLUMBIA GAS OF OHIO, INC. IN LEASE VOLUME 34, PAGE 196, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD APRIL 19, 1966)
6. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM WALTER W. BARKHURST TO THE OHIO POWER COMPANY IN DEED BOOK 91, PAGE 253, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD DECEMBER 2, 1946).
7. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM THE CLEVELAND GRAPHITE BRONZE CO. TO OHIO POWER COMPANY IN DEED BOOK 98, PAGE 59, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 19, 1952).
8. DRIVEWAY EASEMENT OF RECORD FROM MILDRED SWEENEY TO HENRY SCHROCK AND MARY SCHROCK IN DEED BOOK 138, PAGE 511, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JULY 6, 1970).

9. EASEMENT AND RIGHT OF WAY FOR PUBLIC ROADWAY PURPOSES OF RECORD FROM W. H. AND SAIDE CALLAND TO THE STATE OF OHIO (PUBLIC HIGHWAY EASEMENT) IN DEED BOOK 74, PAGE 156, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD NOVEMBER 30, 1929).
10. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM OLIVE BROEDEL, ET AL TO THE OHIO BELL TELEPHONE COMPANY IN DEED BOOK 87, PAGE 469, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD NOVEMBER 19, 1944).
11. WATER LINE EASEMENT TO SERVICE GLACIER VANDERVILLE, INC. FABRICATION PLANT OF RECORD FROM GOULD ELECTRONICS, INC TO GLACIER VANDERVELL, INC. IN OFFICIAL RECORDS VOLUME 65, PAGE 259, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD OCTOBER 5, 1999).
12. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM W. A. BARKHURST AND LUCY W. BARKHURST TO THE OHIO POWER COMPANY IN DEED BOOK 83, PAGE 529, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD MAY 4, 1939).
13. RESERVATION OF EASEMENT FOR EXISTING ELECTRICAL POWER LINES TOGETHER WITH ANY ADDITIONAL ELECTRICAL POWER LINES TO BE CONSTRUCTED, OPERATED AND MAINTAINED OF RECORD FOR THE OHIO POWER COMPANY IN DEED BOOK 145, PAGE 534, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JANUARY 9, 1973).
14. RESERVATION OF EASEMENT FOR: (I) INGRESS AND EGRESS, (II) PERFORMANCE OF ENVIRONMENTAL REMEDIATION ON THE PREMISES REGARDING WELL NO. 4, (III) USE OF OFFICE NO. 282 AND (IV) USE OF RESTROOM AND SHOWER FACILITIES IN ADDITIONS TO THE RESTRICTIONS REGARDING THE REDUCTION OR EXTENSION OF A CONCRETE SLAB FOUNDATION FOR NIKKO MATERIALS USA, INC. RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 620, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 15, 2005).
15. RESTRICTIONS OF RECORD ESTABLISHED BY GOULD ELECTRONICS INC. IN OFFICIAL RECORDS VOLUME 60, PAGE 788, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JUNE 9, 1999). RESTRICTIONS FOR THE PREMISES ARE: (I) NO RESIDENTIAL USE, (II) NO SCHOOL, DAYCARE OR PLAYGROUND USE, (III) TO BE USED FOR INDUSTRIAL USE ONLY, (IV) NO WELL IS TO BE USED FOR PORTABLE WATER AND (V) ALL DEEDS, TITLE, LEASE OR INSTRUMENT CONVEYING A INTEREST IS SUBJECT TO THE FOREGOING RESTRICTIONS.
16. RESTRICTIONS REGARDING THE REDUCTION OR EXTENSION OF A CONCRETE SLAB FOUNDATION AND RESERVATION OF EASEMENT FOR: (I) INGRESS AND EGRESS, (II) PERFORMANCE OF

ENVIRONMENTAL REMEDIATION ON THE PREMISES REGARDING WELL NO. 4, (III) USE OF OFFICE NO. 282 AND (IV) USE OF RESTROOM AND SHOWER FACILITIES OF RECORD IN VOLUME 146, PAGE 620, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 15, 2005).

17. NOTICE OF COMMENCEMENT PREPARED BY MORGAN COUNTY IMPROVEMENT CORPORATION, FILED JANUARY 8, 2009, OF RECORD IN OFFICIAL RECORDS VOLUME 200, PAGE 69, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
18. MORTGAGE FROM MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO CORPORATION, DATED JANUARY 21, 2005, FILED FOR RECORD FEBRUARY 15, 2005, AT 2:59 PM, IN THE ORIGINAL AMOUNT OF \$2,000,000.00, TO THE DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 631, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

19. ASSIGNMENT OF RENTS AND LEASES FROM MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO NONPROFIT CORPORATION, TO THE DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, TO SECURE A MORTGAGE BETWEEN THE PARTIES IN THE AMOUNT OF \$2,000,000.00, FILED FOR RECORD FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 666, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
20. FIRST MODIFICATION TO THE MORTGAGE FROM DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, FILED JANUARY 16, 2009, IN THE ORIGINAL AMOUNT OF \$2,000,000.00, TO MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO NONPROFIT CORPORATION; MCIC SINTER PROPERTY, AN OHIO NONPROFIT CORPORATION AND MCIC NORTH STATE ROUTE 60 INDUSTRIAL, LTD., AN OHIO LIMITED LIABILITY COMPANY, OF RECORD IN OFFICIAL RECORDS VOLUME 200, PAGE 230, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

7-15-2009 NOTE: THERE IS A SECOND MODIFICATION OF MORTGAGE OF RECORD WHICH DOES NOT APPEAR IN THE COMMITMENT; THIS MODIFICATION INCREASES THE LOAN AMOUNT. RESTATES THE PARTIES INVOLVED: 1. DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, 2. MORGAN COUNTY IMPROVEMENT CORPORATION, 3. MCIC SINTER PROPERTY AND 4. MCIC NORTH STATE ROUTE 60 INDUSTRIAL, LTD.

21. MEMORANDUM OF LEASE BETWEEN MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO CORPORATION, LESSOR, AND MIBA BEARINGS US, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, DATED FEBRUARY 10, 2005, FILED FOR RECORD FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 626, 12-08-2008 AMENDED IN VOLUME 199, PAGE 424,

RECORDER'S OFFICE, MORGAN COUNTY, OHIO; AS SUBORDINATED TO THE INSURED MORTGAGE, FILED FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 674, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. THIS MEMO OF LEASE ORIGINALLY APPLIED TO THE ENTIRE 24.537 ACRE TRACT; HOWEVER THE AMENDMENT FILED IN VOLUME 199, PAGE 424 REMOVES THE 1.617 ACRE TRACT FROM ITS COVERAGE; THUS , THIS WILL COVER PARCELS 1 AND 2.

22. FINANCING STATEMENT BETWEEN MORGAN COUNTY IMPROVEMENT CORPORATION, BEING THE DEBTOR, AND DEPARTMENT OF DEVELOPMENT - STATE OF OHIO, BEING THE SECURED PARTY, FILED FOR RECORD FEBRUARY 15, 2005, AS REFERENCED IN F.S. #3660, AMENDMENT FILED JANUARY 16, 2009, AS REFERENCED IN F.S. #3775, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
23. TAXES AS TO 8.075 ACRES, PARCEL NUMBER 130-001-220-0, (VALUATIONS OF LAND ONLY; \$31,090.00), FOR THE YEAR 2008, IN THE AMOUNT OF \$1,331.74, OF WHICH THE FIRST HALF IN THE AMOUNT OF \$665.87, ARE PAID IN FULL; TAXES FOR THE LAST HALF IN THE AMOUNT OF \$665.87, ARE PAID IN FULL.

TAXES AS TO 8.075 ACRES, PARCEL NUMBER 130-001-220-0, FOR THE YEAR 2009, AMOUNT UNDETERMINED, ARE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

24. TAXES AS TO 14.850 ACRES, PARCEL NUMBER 130-001-230-0, (VALUATIONS OF LAND: \$57,160.00; BUILDING: \$1,050,000.00; TOTAL: \$1,107,160.00), FOR THE YEAR 2008, IN THE AMOUNT OF \$47,425.08, OF WHICH THE FIRST HALF IN THE AMOUNT OF \$23,712.54, ARE PAID IN FULL; TAXES FOR THE LAST HALF IN THE AMOUNT OF \$23,712.54, ARE PAID IN FULL.

TAXES AS TO 14.850 ACRES, PARCEL NUMBER 130-001-230-0, FOR THE YEAR 2009, AMOUNT UNDETERMINED, ARE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

SPECIAL TAXES AND ASSESSMENTS OF ANY KIND, IF ANY. (NOTE: THERE ARE NO SPECIAL ASSESSMENTS SHOWN ON THE TREASURER'S DUPLICATE.)

ADDITIONS AND ABATEMENTS, IF ANY, WHICH MAY HEREAFTER BE MADE BY LEGALLY CONSTITUTED AUTHORITIES ON ACCOUNT OF ERRORS, OMISSIONS OR CHANGES IN THE VALUATION.

GENERAL INFORMATION

SOURCE OF TITLE: OFFICIAL RECORDS VOLUME 146, PAGE 620, OFFICIAL RECORDS VOLUME 197, PAGE 681 AND OFFICIAL RECORDS VOLUME 199, PAGE 662

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by MCIC North State Route 60 Industrial, Ltd. ("MCIC North" 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, MCIC North owns certain property located at 5037 North State Route 60 NW, tax parcel numbers: 130-001-230-1, 130-001-220-1, approximately two miles north of the corporate limits of the City of McConnelsville, in Morgan County, Ohio ("Property").

Whereas, the Property was formerly part of a contiguous property on which manufacturing operations have occurred ("Facility").

Whereas, prior to ownership of the Property by MCIC North, solvents used at the Facility to degrease machined metal parts included tetrachloroethylene ("PCE"), trichloroethylene ("TCE"), 1,1,1-trichloroethane ("TCA"), and carbon tetrachloride. Investigations conducted at the Facility identified contaminants in soil and groundwater at and near the Facility (the "Affected Property").

Whereas, on September 5, 1990, Ohio EPA issued an Administrative Consent Order that required JPI Transportation Products, Inc. to perform an investigation of potential contamination at the Affected Property and to propose alternative cleanup plans for contamination identified at the Affected Property. An interim groundwater recovery and treatment system was installed in 1990.

Whereas, a Declaration of Covenants, Conditions and Restrictions, was executed on March 30, 1999 and recorded in the Morgan County Recorder's Office, at 12:09 p.m. on June 9, 1999.

Whereas, on May 18, 2005, Ohio EPA issued an Amended Preferred Plan (an amended version of the original Preferred Plan issued on December 18, 1997), i.e., the proposed remedy for the Affected Property, and on October 19, 2005, Ohio EPA issued a Decision Document, i.e., the selected remedy for the Affected Property, which includes: (1) soil vapor extraction of certain VOC-impacted soil; (2) pumping and treatment of VOC-impacted ground water as a means of hydraulic gradient control and removal of contaminant mass from the saturated zone; and (3) long-term ground water monitoring to track contaminant removal and verify the continued hydraulic containment.

The administrative record for the Affected 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 1.617 acre property owned by MCIC North, located at 5037 North State Route 60 NW, tax parcel numbers 130-001-230-1, and 130-001-220-1, approximately two miles north of the corporate limits of the City of McConnelsville, in Morgan County, Ohio and more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Property").

3. Owner. MCIC North State Route 60 Industrial, Ltd. ("MCIC North" or "Owner") which is located at 155 E. Main Street in McConnelsville, Ohio is the owner of the Property.

4. Holdings. Owner, whose address is listed above, and Gould Electronics Inc., which is located at 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 Decision Document, dated October 19, 2005, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. Land Use Restriction. No person shall use the Property for any residential land use. The Property shall be restricted to commercial land use and industrial 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.

The term "commercial land use" means land use with potential exposure of adultworkers 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.

B. Ground Water Use 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, provided however, that ground water wells that are free from contaminants exceeding applicable drinking water standards are exempted from this restriction.

If any event or action by or on behalf of any person constitutes a breach of the activity and use limitations, Owner or Transferee, if applicable, shall notify Ohio EPA within thirty (30) days after becoming aware of the event or action, and shall remedy the 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 between Ohio EPA and the Owner or Transferee, if applicable.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, easement holders and/or lessees, 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 MCIC North's interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple and mortgagees.

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 and Gould Electronics Inc., and their agents, contractors, and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA, upon request (no more frequently than 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 Morgan 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 MORGAN COUNTY RECORDER ON _____, 2009, IN [DOCUMENT _____, or BOOK____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: A LAND USE RESTRICTION (RESIDENTIAL LAND USE IS PROHIBITED; ONLY COMMERCIAL AND INDUSTRIAL LAND USES ARE PERMITTED); AND A GROUND WATER USE PROHIBITION.

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 may be subject to the interests or encumbrances identified in Exhibit B 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 B, that may own an interest in or hold an encumbrance on the Property and has 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 or Termination. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by all of the following: the Owner or a Transferee, as applicable; other Holders; 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. 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.

Within thirty (30) days following signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or a Transferee, as applicable, shall file such instrument for recording with the Morgan 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 March 30, 1999 and recorded in the Morgan County Recorder's Office, at 12:09 p.m., on June 9, 1999, in Vol. 60 Page 788, 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.

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 Morgan County Recorder.

18. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; each Holder; each person holding a recorded interest in or encumbrance on the Property, as identified in Exhibit B; and the Morgan County Commissioners.

19. Notice. Unless otherwise notified in writing by the affected party, 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

President
MCIC North State Route 60 Industrial, Ltd.
155 East Main Street,
P.O. Box 577
McConnelsville, Ohio 43756

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

The undersigned representatives of the parties represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

MCIC NORTH STATE ROUTE 60 INDUSTRIAL, LTD.

John Wilson, President

Printed Name

Date

State of Ohio)
)
County of Morgan) ss:

Before me, a notary public, in and for said county and state, personally appeared John Wilson, a duly authorized representative of MCIC North State Route 60 Industrial, Ltd., who acknowledged to me that he did execute the foregoing instrument on behalf of MCIC North State Route 60 Industrial, Ltd.

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

Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski
Chris Korleski, Director

12/9/09
Date

State of Ohio)
)
County of Franklin) ss:

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 9th day of DECEMBER, 2009.



CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2014

Charma Diane Casteel
Notary Public

GOULD ELECTRONICS INC.

Thomas N. Rich

THOMAS N RICH CTO
Printed Name and Title

July 9 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 9 day of July, 2009.

Sharon M. Roach
Notary Public

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

This instrument prepared by:

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

CLI-1664032v6

EXHIBIT A

SITUATED IN THE COUNTY OF MORGAN, IN THE STATE OF OHIO, AND IN TOWNSHIP OF MORGAN, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING PART OF SECTION 4, TOWNSHIP 10, RANGE 12 AND PART OF SECTION 33, TOWNSHIP 11, RANGE 12 (AND BEING PART OF A 24.537 ACRE TRACT OF LAND CONVEYED TO GRANTOR HEREIN BY NIKKO MATERIALS USA; OFFICIAL RECORD 146, PAGE 620) AND COMMENCING BY DEED AT THE COMMON CORNER OF SECTION 3 AND 4 OF TOWNSHIP 10 NORTH, RANGE 12 WEST AND SECTIONS 33 AND 34 OF TOWNSHIP 11 NORTH, RANGE 12 WEST; THENCE ALONG THE SECTION LINE NORTH 84 DEG. 00 MIN. WEST 453.42 FEET; THENCE SOUTH 32 DEG. 38 MIN. 48 SEC. WEST 22.98 FEET TO THE CENTER OF STATE ROUTE 60; THENCE ALONG THE CENTER OF THE HIGHWAY NORTHWESTERLY WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 5729.65 FEET, A CENTRAL ANGLE OF 01 DEG. 44 MIN. 42 SEC., AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEG. 12 MIN. 57 SEC. WEST 174.49 FEET; THENCE NORTH 46 DEG. 20 MIN. 36 SEC. WEST 1197.26 FEET TO THE NORTHEAST CORNER OF SAID 24.537 ACRE TRACT; THENCE LEAVING THE HIGHWAY AND ALONG THE NORTH LINE OF THE 24.537 ACRE TRACT SOUTH 29 DEG. 34 MIN. 47 SEC. WEST 365.56 FEET TO AN AXLE POINT AT AN ANGLE POINT THEREIN; THENCE SOUTH 63 DEG. 29 MIN. 47 SEC. WEST 594.35 FEET TO THE MUSKINGUM RIVER AND BEING AT THE NORTHWEST CORNER OF THE 24.537 ACRE TRACT (REF.: PASSING OVER AN IRON PIN FOUND WITH "LINN" I.D. CAP AT 484.35 FEET); THENCE ALONG AND DOWN THE RIVER SOUTH 48 DEG. 24 MIN. 29 SEC. EAST 285.36 FEET; THENCE SOUTH 50 DEG. 28 MIN. 09 SEC. EAST 191.99 FEET; THENCE FROM THIS TRUE PLACE OF BEGINNING AND LEAVING THE RIVER NORTH 43 DEG. 30 MIN. 14 SEC. EAST 227.64 FEET TO A 5/8 INCH REBAR PIN SET (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 18.61 FEET); THENCE 47 DEG. 22 MIN. 46 SEC. EAST 216.18 FEET TO A SURVEY MARKER SPIKE SET; THENCE SOUTH 43 DEG. 42 MIN. 14 SEC. WEST 87.87 FEET TO A SURVEY MARKER SPIKE SET; THENCE SOUTH 03 DEG. 08 MIN. 34 SEC. EAST 41.90 FEET TO A SURVEY MARKER SPIKE SET; THENCE SOUTH 47 DEG. 14 MIN. 28 SEC. EAST 226.12 FEET TO A SURVEY MARKER SPIKE SET; THENCE SOUTH 43 DEG. 04 MIN. 23 SEC. WEST 72.14 FEET TO THE MUSKINGUM RIVER (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 67.14 FEET); THENCE ALONG AND UP THE RIVER NORTH 53 DEG. 33 MIN. 36 SEC. WEST 218.13 FEET; THENCE NORTH 50 DEG. 35 MIN. 29 SEC. WEST 235.16 FEET; THENCE NORTH 50 DEG. 28 MIN. 09 SEC. WEST 21.97 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.617 ACRES, MORE OR LESS. (BEING 1.315 ACRES IN SECTION 4 AND 0.302 ACRES IN SECTION 33) (BEARING SYSTEM FOR THIS SURVEY BASED ON IRON PINS FOUND IN ONE OF THE NORTH LINE S OF THE 24.537 ACRE TRACT MENTIONED ABOVE; LINE BEING SOUTH 63 DEG. 29 MIN. 47 SEC. WEST AN ASSUMED MERIDIAN USED TO DENOTE ANGLES ONLY; SURVEYED ON MAY 12, 2005 BY DANA A. SNOUFFER, PROFESSIONAL SURVEYOR NO. 7543; SEE SURVEY PLAT THAT SHOWS THE 1.617 ACRE TRACT AND OTHER PERTINENT INFORMATION ON FILE IN THE MORGAN COUNTY ENGINEER'S OFFICE.)

EXHIBIT B

INTERESTS AND ENCUMBRANCES

(Derived from Schedule B—Section II of the Commitment for Title Insurance Issued by Chicago Title Insurance Company May 20, 2009)

1. RESERVATION FOR RIGHT OF INGRESS AND EGRESS OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
2. EASEMENT FOR UTILITIES WHICH WOULD BENEFIT THE 6.82 ACRE TRACT OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
3. RESERVATION OF EASEMENT FOR UTILITIES OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
4. AFFIDAVIT OF FACTS OF RECORD IN OFFICIAL RECORDS VOLUME 152, PAGE 312, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD MAY 12, 2005. EXECUTED BY MICHAEL T. VYNALEK, PRESIDENT OF MORGAN COUNTY IMPROVEMENT CORPORATION REGARDING THE 6.49 ACRES ACQUISITION FROM THE STATE OF OHIO.)
5. PIPELINE RIGHT OF WAY EASEMENT FOR OPERATION AND MAINTENANCE PURPOSES OF RECORD FROM THE CLEVELAND GRAPHITE BRONZE COMPANY AKA CLEVITE CORPORATION TO COLUMBIA GAS OF OHIO, INC. IN LEASE VOLUME 34, PAGE 196, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD APRIL 19, 1966)
6. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM WALTER W. BARKHURST TO THE OHIO POWER COMPANY IN DEED BOOK 91, PAGE 253, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD DECEMBER 2, 1946).
7. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM THE CLEVELAND GRAPHITE BRONZE CO. TO OHIO POWER COMPANY IN DEED BOOK 98, PAGE 59, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 19, 1952).
8. DRIVEWAY EASEMENT OF RECORD FROM MILDRED SWEENEY TO HENRY SCHROCK AND MARY SCHROCK IN DEED BOOK 138, PAGE 511, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JULY 6, 1970).

9. EASEMENT AND RIGHT OF WAY FOR PUBLIC ROADWAY PURPOSES OF RECORD FROM W. H. AND SAIDE CALLAND TO THE STATE OF OHIO (PUBLIC HIGHWAY EASEMENT) IN DEED BOOK 74, PAGE 156, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD NOVEMBER 30, 1929).
10. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM OLIVE BROEDEL, ET AL TO THE OHIO BELL TELEPHONE COMPANY IN DEED BOOK 87, PAGE 469, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD NOVEMBER 19, 1944).
11. WATER LINE EASEMENT TO SERVICE GLACIER VANDERVILLE, INC. FABRICATION PLANT OF RECORD FROM GOULD ELECTRONICS, INC TO GLACIER VANDERVELL, INC. IN OFFICIAL RECORDS VOLUME 65, PAGE 259, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD OCTOBER 5, 1999).
12. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM W. A. BARKHURST AND LUCY W. BARKHURST TO THE OHIO POWER COMPANY IN DEED BOOK 83, PAGE 529, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD MAY 4, 1939).
13. RESERVATION OF EASEMENT FOR EXISTING ELECTRICAL POWER LINES TOGETHER WITH ANY ADDITIONAL ELECTRICAL POWER LINES TO BE CONSTRUCTED, OPERATED AND MAINTAINED OF RECORD FOR THE OHIO POWER COMPANY IN DEED BOOK 145, PAGE 534, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JANUARY 9, 1973).
14. RESERVATION OF EASEMENT FOR: (I) INGRESS AND EGRESS, (II) PERFORMANCE OF ENVIRONMENTAL REMEDIATION ON THE PREMISES REGARDING WELL NO. 4, (III) USE OF OFFICE NO. 282 AND (IV) USE OF RESTROOM AND SHOWER FACILITIES IN ADDITIONS TO THE RESTRICTIONS REGARDING THE REDUCTION OR EXTENSION OF A CONCRETE SLAB FOUNDATION FOR NIKKO MATERIALS USA, INC. RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 620, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 15, 2005).
15. RESTRICTIONS OF RECORD ESTABLISHED BY GOULD ELECTRONICS INC. IN OFFICIAL RECORDS VOLUME 60, PAGE 788, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JUNE 9, 1999). RESTRICTIONS FOR THE PREMISES ARE: (I) NO RESIDENTIAL USE, (II) NO SCHOOL, DAYCARE OR PLAYGROUND USE, (III) TO BE USED FOR INDUSTRIAL USE ONLY, (IV) NO WELL IS TO BE USED FOR PORTABLE WATER AND (V) ALL DEEDS, TITLE, LEASE OR INSTRUMENT CONVEYING A INTEREST IS SUBJECT TO THE FOREGOING RESTRICTIONS.
16. RESTRICTIONS REGARDING THE REDUCTION OR EXTENSION OF A CONCRETE SLAB FOUNDATION AND RESERVATION OF EASEMENT FOR: (I) INGRESS AND EGRESS, (II) PERFORMANCE OF

ENVIRONMENTAL REMEDIATION ON THE PREMISES REGARDING WELL NO. 4, (III) USE OF OFFICE NO. 282 AND (IV) USE OF RESTROOM AND SHOWER FACILITIES OF RECORD IN VOLUME 146, PAGE 620, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 15, 2005).

17. NOTICE OF COMMENCEMENT PREPARED BY MORGAN COUNTY IMPROVEMENT CORPORATION, FILED JANUARY 8, 2009, OF RECORD IN OFFICIAL RECORDS VOLUME 200, PAGE 69, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
18. MORTGAGE FROM MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO CORPORATION, DATED JANUARY 21, 2005, FILED FOR RECORD FEBRUARY 15, 2005, AT 2:59 PM, IN THE ORIGINAL AMOUNT OF \$2,000,000.00, TO THE DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 631, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

19. ASSIGNMENT OF RENTS AND LEASES FROM MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO NONPROFIT CORPORATION, TO THE DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, TO SECURE A MORTGAGE BETWEEN THE PARTIES IN THE AMOUNT OF \$2,000,000.00, FILED FOR RECORD FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 666, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
20. FIRST MODIFICATION TO THE MORTGAGE FROM DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, FILED JANUARY 16, 2009, IN THE ORIGINAL AMOUNT OF \$2,000,000.00, TO MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO NONPROFIT CORPORATION; MCIC SINTER PROPERTY, AN OHIO NONPROFIT CORPORATION AND MCIC NORTH STATE ROUTE 60 INDUSTRIAL, LTD., AN OHIO LIMITED LIABILITY COMPANY, OF RECORD IN OFFICIAL RECORDS VOLUME 200, PAGE 230, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

7-15-2009 NOTE: THERE IS A SECOND MODIFICATION OF MORTGAGE OF RECORD WHICH DOES NOT APPEAR IN THE COMMITMENT; THIS MODIFICATION INCREASES THE LOAN AMOUNT. RESTATES THE PARTIES INVOLVED: 1. DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, 2. MORGAN COUNTY IMPROVEMENT CORPORATION, 3. MCIC SINTER PROPERTY AND 4. MCIC NORTH STATE ROUTE 60 INDUSTRIAL, LTD.

21. MEMORANDUM OF LEASE BETWEEN MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO CORPORATION, LESSOR, AND MIBA BEARINGS US, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, DATED FEBRUARY 10, 2005, FILED FOR RECORD FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 626, 12-08-2008 AMENDED IN VOLUME 199, PAGE 424,

RECORDER'S OFFICE, MORGAN COUNTY, OHIO; AS SUBORDINATED TO THE INSURED MORTGAGE, FILED FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 674, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. THIS MEMO OF LEASE ORIGINALLY APPLIED TO THE ENTIRE 24.537 ACRE TRACT; HOWEVER THE AMENDMENT FILED IN VOLUME 199, PAGE 424 REMOVES THE 1.617 ACRE TRACT FROM ITS COVERAGE; THUS , THIS WILL COVER PARCELS 1 AND 2.

22. FINANCING STATEMENT BETWEEN MORGAN COUNTY IMPROVEMENT CORPORATION, BEING THE DEBTOR, AND DEPARTMENT OF DEVELOPMENT - STATE OF OHIO, BEING THE SECURED PARTY, FILED FOR RECORD FEBRUARY 15, 2005, AS REFERENCED IN F.S. #3660, AMENDMENT FILED JANUARY 16, 2009, AS REFERENCED IN F.S. #3775, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
23. TAXES AS TO 8.075 ACRES, PARCEL NUMBER 130-001-220-0, (VALUATIONS OF LAND ONLY; \$31,090.00), FOR THE YEAR 2008, IN THE AMOUNT OF \$1,331.74, OF WHICH THE FIRST HALF IN THE AMOUNT OF \$665.87, ARE PAID IN FULL; TAXES FOR THE LAST HALF IN THE AMOUNT OF \$665.87, ARE PAID IN FULL.

TAXES AS TO 8.075 ACRES, PARCEL NUMBER 130-001-220-0, FOR THE YEAR 2009, AMOUNT UNDETERMINED, ARE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

24. TAXES AS TO 14.850 ACRES, PARCEL NUMBER 130-001-230-0, (VALUATIONS OF LAND: \$57,160.00; BUILDING: \$1,050,000.00; TOTAL: \$1,107,160.00), FOR THE YEAR 2008, IN THE AMOUNT OF \$47,425.08, OF WHICH THE FIRST HALF IN THE AMOUNT OF \$23,712.54, ARE PAID IN FULL; TAXES FOR THE LAST HALF IN THE AMOUNT OF \$23,712.54, ARE PAID IN FULL.

TAXES AS TO 14.850 ACRES, PARCEL NUMBER 130-001-230-0, FOR THE YEAR 2009, AMOUNT UNDETERMINED, ARE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

SPECIAL TAXES AND ASSESSMENTS OF ANY KIND, IF ANY. (NOTE: THERE ARE NO SPECIAL ASSESSMENTS SHOWN ON THE TREASURER'S DUPLICATE.)

ADDITIONS AND ABATEMENTS, IF ANY, WHICH MAY HEREAFTER BE MADE BY LEGALLY CONSTITUTED AUTHORITIES ON ACCOUNT OF ERRORS, OMISSIONS OR CHANGES IN THE VALUATION.

GENERAL INFORMATION

SOURCE OF TITLE: OFFICIAL RECORDS VOLUME 146, PAGE 620, OFFICIAL RECORDS VOLUME 197, PAGE 681 AND OFFICIAL RECORDS VOLUME 199, PAGE 662

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by MCIC Sinter Property ("MCIC Sinter" 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, MCIC Sinter owns certain property located at 5037 North State Route 60 NW, tax parcel number 130-001-230-2, approximately two miles north of the corporate limits of the City of McConnelsville, in Morgan County, Ohio ("Property").

Whereas, the Property was formerly part of a contiguous property on which manufacturing operations have occurred ("Facility").

Whereas, prior to ownership of the Property by MCIC Sinter, solvents used at a neighboring property to degrease machined metal parts included tetrachloroethylene ("PCE"), trichloroethylene ("TCE"), 1,1,1-trichloroethane ("TCA"), and carbon tetrachloride. Investigations conducted at the Facility identified contaminants in soil and groundwater at and near the Facility (the "Affected Property").

Whereas, on September 5, 1990, Ohio EPA issued an Administrative Consent Order that required JPI Transportation Products, Inc. to perform an investigation of potential contamination at the Affected Property and to propose alternative cleanup plans for contamination identified at the Affected Property. An interim groundwater recovery and treatment system was installed in 1990.

Whereas, a Declaration of Covenants, Conditions and Restrictions, was executed on March 30, 1999 and recorded in the Morgan County Recorder's Office, at 12:09 p.m. on June 9, 1999.

Whereas, on May 18, 2005, Ohio EPA issued an Amended Preferred Plan (an amended version of the original Preferred Plan issued on December 18, 1997), i.e., the proposed remedy for the Affected Property, and on October 19, 2005, Ohio EPA issued a Decision Document, i.e., the selected remedy for the Affected Property, which includes: (1) soil vapor extraction of certain VOC-impacted soil; (2) pumping and treatment of VOC-impacted ground water as a means of hydraulic gradient control and removal of contaminant mass from the saturated zone; and (3) long-term ground water monitoring to track contaminant removal and verify the continued hydraulic containment.

The administrative record for the Affected 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 6.82 acre property owned by MCIC Sinter, located at 5037 North State Route 60 NW, tax parcel number: 130-001-230-2, approximately two miles north of the corporate limits of the City of McConnelsville, in Morgan County, Ohio and more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Property").

3. Owner. MCIC Sinter Property ("MCIC Sinter" or "Owner"), which is located at 155 E. Main Street in McConnelsville, Ohio, is the owner of the Property.

4. Holder. Owner, whose address is listed above, and Gould Electronics Inc., which is located at 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 Decision Document, dated October 19, 2005, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. Land Use Restriction. No person shall use the Property for any residential land use. The Property shall be restricted to commercial land use and industrial 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.

The term "commercial land use" means land use with potential exposure of adultworkers 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.

B. Ground Water Use 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, provided however, that ground water wells that are free from contaminants exceeding applicable drinking water standards are exempted from this restriction.

If any event or action by or on behalf of any person constitutes a breach of the activity and use limitations, Owner or Transferee, if applicable, shall notify Ohio EPA within thirty (30) days after becoming aware of the event or action, and shall remedy the 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 between Ohio EPA and the Owner or Transferee, if applicable.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, easement holders and/or lessees, 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 MCIC Sinter's interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple and mortgagees.

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 and Gould Electronics Inc., and their agents, contractors, and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA, upon request (no more frequently than 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 Morgan 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 MORGAN COUNTY RECORDER ON _____, 2009, IN [DOCUMENT _____, or BOOK____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: A LAND USE RESTRICTION (RESIDENTIAL LAND USE IS PROHIBITED; ONLY COMMERCIAL AND INDUSTRIAL LAND USES ARE PERMITTED); AND A GROUND WATER USE PROHIBITION.

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 may be subject to the interests or encumbrances identified in Exhibit B 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 B, that may own an interest in or hold an encumbrance on the Property and has 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 or Termination. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by all of the following: the Owner or a Transferee, as applicable; other Holders; 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. 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.

Within thirty (30) days following signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or a Transferee, as applicable, shall file such instrument for recording with the Morgan 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 March 30, 1999 and recorded in the Morgan County Recorder's Office, at 12:09 p.m., on June 9, 1999, in Vol. 60 Page 788, 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.

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 Morgan County Recorder.

18. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; each Holder; each person holding a recorded interest in or encumbrance on the Property, as identified in Exhibit B; and the Morgan County Commissioners.

19. Notice. Unless otherwise notified in writing by the affected party, 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

President
MCIC Sinter Property
PO Box 577
McConnelsville, Ohio 43756

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

The undersigned representatives of the parties represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

MCIC SINTER PROPERTY

John Wilson, President

Printed Name

Date

State of Ohio)
)
County of Morgan)

ss:

Before me, a notary public, in and for said county and state, personally appeared John Wilson, a duly authorized representative of MCIC Sinter Property, who acknowledged to me that he did execute the foregoing instrument on behalf of MCIC Sinter Property.

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

Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski
Chris Korleski, Director

12/9/09
Date

State of Ohio)
)
County of Franklin)

ss:

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 9th day of DECEMBER 2009.



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

Charma Diane Casteel
Notary Public

GOULD ELECTRONICS INC.

Thomas N. Rich

THOMAS N. RICH CAO
Printed Name and Title

July 9, 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 9 day of July, 2009.

Sharon M. Roach
Notary Public

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

This instrument prepared by:

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

CLI-1664032v7

EXHIBIT A

SITUATED IN THE COUNTY OF MORGAN, IN THE STATE OF OHIO, AND IN TOWNSHIP OF MORGAN, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING PART OF SECTION 33, TOWNSHIP 11, RANGE 12 AND (BEING PART OF A 24.537 ACRE TRACT OF LAND CONVEYED TO MORGAN COUNTY IMPROVEMENT CORPORATION BY NIKKO MATERIALS USA, INC. BY A DEED RECORDED IN OFFICIAL RECORDS, MORGAN COUNTY, OHIO, VOLUME 144, PAGE 620) AND COMMENCING BY DEED (REF: OR VOL. 144, PG. 620) AT THE SOUTHEAST CORNER OF SECTION 33; THENCE ALONG THE SECTION LINE NORTH 84 DEG. 30 MIN. WEST 453.42 FEET; THENCE SOUTH 32 DEG. 38 MIN. 48 SEC. WEST 22.98 FEET TO THE CENTER OF STATE ROUTE 60; THENCE ALONG THE CENTER OF THE HIGHWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 5729.65 FEET, AN ARC LENGTH OF 174.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEG. 12 MIN. 57 SEC. WEST 174.49 FEET TO THE END OF THE CURVE; THENCE NORTH 46 DEG. 20 MIN. 36 SEC. WEST 622.80 FEET; THENCE FROM THIS TRUE PLACE OF BEGINNING AND LEAVING THE HIGHWAY SOUTH 61 DEG. 13 MIN. 26 SEC. WEST 348.69 FEET TO A MAG NAIL SET (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 30.89 FEET); THENCE SOUTH 43 DEG. 07 MIN. 44 SEC. WEST 271.48 FEET TO A 5/8 INCH REBAR PIN SET; THENCE NORTH 47 DEG. 22 MIN. 46 SEC. WEST 88.14 FEET TO A 5/8 INCH REBAR PIN SET; THENCE SOUTH 43 DEG. 30 MIN. 14 SEC. WEST 55.04 FEET TO A 5/8 INCH REBAR PIN SET; THENCE NORTH 46 DEG. 26 MIN. 39 SEC. WEST 405.47 FEET TO A 5/8 INCH REBAR PIN SET ON THE NORTH BANK OF A RUN AND IN THE NORTH LINE OF GRANTOR'S PROPERTY (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 269.57 FEET); THENCE ALONG GRANTOR'S NORTH LINE NORTH 63 DEG. 29 MIN. 47 SEC. EAST 326.01 FEET TO AN AXLE FOUND AT AN ANGLE POINT THEREIN; THENCE NORTH 29 DEG. 34 MIN. 47 SEC. EAST 365.56 FEET TO THE CENTER OF STATE ROUTE 60 (BEING THE NORTHEAST CORNER OF GRANTOR'S PROPERTY) (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 324.56 FEET); THENCE ALONG THE CENTER OF THE HIGHWAY SOUTH 46 DEG. 20 MIN. 36 SEC. EAST 574.46 FEET TO THE PLACE OF BEGINNING, CONTAINING 6.82 ACRES, MORE OR LESS. BEING SO. 59 FROM 19 - 6.82 ACRES - #130-001-280-2.

GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS FOREVER, AN AREA OF RIGHT-OF-WAY FOR INGRESS AND EGRESS BETWEEN STATE ROUTE 60 AND OTHER ADJACENT REAL ESTATE OWNED BY GRANTOR ACROSS THE ABOVE-DESCRIBED 6.82 ACRE TRACT WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF STATE ROUTE 60 AT THE SOUTHEAST CORNER OF THE 6.82 ACRE TRACT; THENCE LEAVING THE HIGHWAY SOUTH 61 DEG. 13 MIN. 26 SEC. WEST 348.69 FEET TO A MAG NAIL SET (REF.: PASSING OVER A 5/8 INCH REBAR PIN SET AT 30.89 FEET); THENCE NORTH 47 DEG. 26 MIN. 16 SEC. WEST 27.30 FEET TO A MAG NAIL SET; THENCE NORTH 43 DEG. 07 MIN. 37 SEC. EAST 332.99 FEET TO THE CENTER OF STATE ROUTE 60 (REF.: PASSING OVER A MAG NAIL SET AT 138.20 FEET); THENCE ALONG THE CENTER OF THE HIGHWAY SOUTH 46 DEG. 20 MIN. 36 SEC. EAST 141.43 FEET TO THE PLACE OF BEGINNING.

THE 6.82 ACRE TRACT AND THE EASEMENT AREA WERE SURVEYED ON AUGUST 8, 2008, BY DANA A. SNOUFFER, PROFESSIONAL SURVEYOR NO. 7543; BEARING SYSTEM FOR THIS SURVEY BASED ON IRON PINS FOUND IN ONE OF THE NORTH LINES OF GRANTOR'S PROPERTY; LINE BEING NORTH 63 DEG. 29 MIN. 47 SEC. EAST AN ASSUMED MERIDIAN USED TO DENOTE ANGLES ONLY; SURVEY PLAT THAT SHOWS THE 6.82 ACRE TRACT THE AREA OF RIGHT-OF-WAY, AND OTHER PERTINENT INFORMATION IS ON FILE IN THE MORGAN COUNTY ENGINEER'S OFFICE.

GRANTOR'S FURTHER GRANTS IT'S SUCCESSORS AND ASSIGNS FOREVER, EASEMENTS ACROSS THE ADJACENT REAL PROPERTY RETAINED BY GRANTOR FOR THE PURPOSE OF PROVIDING POWER, WATER, GAS, SEWAGE DISPOSAL, WATER DISPOSAL, AND OTHER SIMILAR UTILITIES OR LIKE SERVICES TO AND FOR THE BENEFIT OF THE 6.82 ACRE TRACT.

THIS CONVEYANCE IS SUBJECT TO THE RETAINED RIGHT BY GRANTOR, ITS SUCCESSORS AND ASSIGNS, FOR SUCH EASEMENTS ACROSS THE 6.82 ACRE TRACT AS ARE NECESSARY TO PROVIDE POWER, WATER, GAS, SEWAGE DISPOSAL, AND ANY OTHER UTILITIES OR LIKE SERVICES FOR THE BENEFIT OF THE ACREAGE RETAINED BY GRANTOR.

EXHIBIT B

INTERESTS AND ENCUMBRANCES

(Derived from Schedule B—Section II of the Commitment for Title Insurance
Issued by Chicago Title Insurance Company May 20, 2009)

1. RESERVATION FOR RIGHT OF INGRESS AND EGRESS OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
2. EASEMENT FOR UTILITIES WHICH WOULD BENEFIT THE 6.82 ACRE TRACT OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
3. RESERVATION OF EASEMENT FOR UTILITIES OF RECORD IN OFFICIAL RECORDS VOLUME 197, PAGE 681, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (CONTAINED IN QUIT CLAIM DEED FROM MORGAN COUNTY IMPROVEMENT CORPORATION TO MCIC SINTER PROPERTY).
4. AFFIDAVIT OF FACTS OF RECORD IN OFFICIAL RECORDS VOLUME 152, PAGE 312, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD MAY 12, 2005. EXECUTED BY MICHAEL T. VYNALEK, PRESIDENT OF MORGAN COUNTY IMPROVEMENT CORPORATION REGARDING THE 6.49 ACRES ACQUISITION FROM THE STATE OF OHIO.)
5. PIPELINE RIGHT OF WAY EASEMENT FOR OPERATION AND MAINTENANCE PURPOSES OF RECORD FROM THE CLEVELAND GRAPHITE BRONZE COMPANY AKA CLEVITE CORPORATION TO COLUMBIA GAS OF OHIO, INC. IN LEASE VOLUME 34, PAGE 196, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD APRIL 19, 1966)
6. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM WALTER W. BARKHURST TO THE OHIO POWER COMPANY IN DEED BOOK 91, PAGE 253, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD DECEMBER 2, 1946).
7. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM THE CLEVELAND GRAPHITE BRONZE CO. TO OHIO POWER COMPANY IN DEED BOOK 98, PAGE 59, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 19, 1952).
8. DRIVEWAY EASEMENT OF RECORD FROM MILDRED SWEENEY TO HENRY SCHROCK AND MARY SCHROCK IN DEED BOOK 138, PAGE 511, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JULY 6, 1970).

9. EASEMENT AND RIGHT OF WAY FOR PUBLIC ROADWAY PURPOSES OF RECORD FROM W. H. AND SAIDE CALLAND TO THE STATE OF OHIO (PUBLIC HIGHWAY EASEMENT) IN DEED BOOK 74, PAGE 156, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD NOVEMBER 30, 1929).
10. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM OLIVE BROEDEL, ET AL TO THE OHIO BELL TELEPHONE COMPANY IN DEED BOOK 87, PAGE 469, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD NOVEMBER 19, 1944).
11. WATER LINE EASEMENT TO SERVICE GLACIER VANDERVILLE, INC. FABRICATION PLANT OF RECORD FROM GOULD ELECTRONICS, INC TO GLACIER VANDERVELL, INC. IN OFFICIAL RECORDS VOLUME 65, PAGE 259, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD OCTOBER 5, 1999).
12. RIGHT OF WAY EASEMENT FOR UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE OF RECORD FROM W. A. BARKHURST AND LUCY W. BARKHURST TO THE OHIO POWER COMPANY IN DEED BOOK 83, PAGE 529, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD MAY 4, 1939).
13. RESERVATION OF EASEMENT FOR EXISTING ELECTRICAL POWER LINES TOGETHER WITH ANY ADDITIONAL ELECTRICAL POWER LINES TO BE CONSTRUCTED, OPERATED AND MAINTAINED OF RECORD FOR THE OHIO POWER COMPANY IN DEED BOOK 145, PAGE 534, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JANUARY 9, 1973).
14. RESERVATION OF EASEMENT FOR: (I) INGRESS AND EGRESS, (II) PERFORMANCE OF ENVIRONMENTAL REMEDIATION ON THE PREMISES REGARDING WELL NO. 4, (III) USE OF OFFICE NO. 282 AND (IV) USE OF RESTROOM AND SHOWER FACILITIES IN ADDITIONS TO THE RESTRICTIONS REGARDING THE REDUCTION OR EXTENSION OF A CONCRETE SLAB FOUNDATION FOR NIKKO MATERIALS USA, INC. RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 620, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 15, 2005).
15. RESTRICTIONS OF RECORD ESTABLISHED BY GOULD ELECTRONICS INC. IN OFFICIAL RECORDS VOLUME 60, PAGE 788, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD JUNE 9, 1999). RESTRICTIONS FOR THE PREMISES ARE: (I) NO RESIDENTIAL USE, (II) NO SCHOOL, DAYCARE OR PLAYGROUND USE, (III) TO BE USED FOR INDUSTRIAL USE ONLY, (IV) NO WELL IS TO BE USED FOR PORTABLE WATER AND (V) ALL DEEDS, TITLE, LEASE OR INSTRUMENT CONVEYING A INTEREST IS SUBJECT TO THE FOREGOING RESTRICTIONS.
16. RESTRICTIONS REGARDING THE REDUCTION OR EXTENSION OF A CONCRETE SLAB FOUNDATION AND RESERVATION OF EASEMENT FOR: (I) INGRESS AND EGRESS, (II) PERFORMANCE OF

ENVIRONMENTAL REMEDIATION ON THE PREMISES REGARDING WELL NO. 4, (III) USE OF OFFICE NO. 282 AND (IV) USE OF RESTROOM AND SHOWER FACILITIES OF RECORD IN VOLUME 146, PAGE 620, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. (FILED FOR RECORD FEBRUARY 15, 2005).

17. NOTICE OF COMMENCEMENT PREPARED BY MORGAN COUNTY IMPROVEMENT CORPORATION, FILED JANUARY 8, 2009, OF RECORD IN OFFICIAL RECORDS VOLUME 200, PAGE 69, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
18. MORTGAGE FROM MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO CORPORATION, DATED JANUARY 21, 2005, FILED FOR RECORD FEBRUARY 15, 2005, AT 2:59 PM, IN THE ORIGINAL AMOUNT OF \$2,000,000.00, TO THE DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 631, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

19. ASSIGNMENT OF RENTS AND LEASES FROM MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO NONPROFIT CORPORATION, TO THE DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, TO SECURE A MORTGAGE BETWEEN THE PARTIES IN THE AMOUNT OF \$2,000,000.00, FILED FOR RECORD FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 666, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
20. FIRST MODIFICATION TO THE MORTGAGE FROM DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, FILED JANUARY 16, 2009, IN THE ORIGINAL AMOUNT OF \$2,000,000.00, TO MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO NONPROFIT CORPORATION; MCIC SINTER PROPERTY, AN OHIO NONPROFIT CORPORATION AND MCIC NORTH STATE ROUTE 60 INDUSTRIAL, LTD., AN OHIO LIMITED LIABILITY COMPANY, OF RECORD IN OFFICIAL RECORDS VOLUME 200, PAGE 230, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

7-15-2009 NOTE: THERE IS A SECOND MODIFICATION OF MORTGAGE OF RECORD WHICH DOES NOT APPEAR IN THE COMMITMENT; THIS MODIFICATION INCREASES THE LOAN AMOUNT. RESTATES THE PARTIES INVOLVED: 1. DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO, 2. MORGAN COUNTY IMPROVEMENT CORPORATION, 3. MCIC SINTER PROPERTY AND 4. MCIC NORTH STATE ROUTE 60 INDUSTRIAL, LTD.

21. MEMORANDUM OF LEASE BETWEEN MORGAN COUNTY IMPROVEMENT CORPORATION, AN OHIO CORPORATION, LESSOR, AND MIBA BEARINGS US, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, DATED FEBRUARY 10, 2005, FILED FOR RECORD FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 626, 12-08-2008 AMENDED IN VOLUME 199, PAGE 424,

RECORDER'S OFFICE, MORGAN COUNTY, OHIO; AS SUBORDINATED TO THE INSURED MORTGAGE, FILED FEBRUARY 15, 2005, OF RECORD IN OFFICIAL RECORDS VOLUME 146, PAGE 674, RECORDER'S OFFICE, MORGAN COUNTY, OHIO. THIS MEMO OF LEASE ORIGINALLY APPLIED TO THE ENTIRE 24.537 ACRE TRACT; HOWEVER THE AMENDMENT FILED IN VOLUME 199, PAGE 424 REMOVES THE 1.617 ACRE TRACT FROM ITS COVERAGE; THUS, THIS WILL COVER PARCELS 1 AND 2.

22. FINANCING STATEMENT BETWEEN MORGAN COUNTY IMPROVEMENT CORPORATION, BEING THE DEBTOR, AND DEPARTMENT OF DEVELOPMENT - STATE OF OHIO, BEING THE SECURED PARTY, FILED FOR RECORD FEBRUARY 15, 2005, AS REFERENCED IN F.S. #3660, AMENDMENT FILED JANUARY 16, 2009, AS REFERENCED IN F.S. #3775, RECORDER'S OFFICE, MORGAN COUNTY, OHIO.
23. TAXES AS TO 8.075 ACRES, PARCEL NUMBER 130-001-220-0, (VALUATIONS OF LAND ONLY; \$31,090.00), FOR THE YEAR 2008, IN THE AMOUNT OF \$1,331.74, OF WHICH THE FIRST HALF IN THE AMOUNT OF \$665.87, ARE PAID IN FULL; TAXES FOR THE LAST HALF IN THE AMOUNT OF \$665.87, ARE PAID IN FULL.

TAXES AS TO 8.075 ACRES, PARCEL NUMBER 130-001-220-0, FOR THE YEAR 2009, AMOUNT UNDETERMINED, ARE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

24. TAXES AS TO 14.850 ACRES, PARCEL NUMBER 130-001-230-0, (VALUATIONS OF LAND: \$57,160.00; BUILDING: \$1,050,000.00; TOTAL: \$1,107,160.00), FOR THE YEAR 2008, IN THE AMOUNT OF \$47,425.08, OF WHICH THE FIRST HALF IN THE AMOUNT OF \$23,712.54, ARE PAID IN FULL; TAXES FOR THE LAST HALF IN THE AMOUNT OF \$23,712.54, ARE PAID IN FULL.

TAXES AS TO 14.850 ACRES, PARCEL NUMBER 130-001-230-0, FOR THE YEAR 2009, AMOUNT UNDETERMINED, ARE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

SPECIAL TAXES AND ASSESSMENTS OF ANY KIND, IF ANY. (NOTE: THERE ARE NO SPECIAL ASSESSMENTS SHOWN ON THE TREASURER'S DUPLICATE.)

ADDITIONS AND ABATEMENTS, IF ANY, WHICH MAY HEREAFTER BE MADE BY LEGALLY CONSTITUTED AUTHORITIES ON ACCOUNT OF ERRORS, OMISSIONS OR CHANGES IN THE VALUATION.

GENERAL INFORMATION

SOURCE OF TITLE: OFFICIAL RECORDS VOLUME 146, PAGE 620, OFFICIAL RECORDS VOLUME 197, PAGE 681 AND OFFICIAL RECORDS VOLUME 199, PAGE 662