VORYS

Vorys, Sater, Seymour and Pease LLP
Legal Counsel

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

513-723-4000 | www.vorys.com

Founded 1909

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

August 24, 2012

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

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

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

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

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

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

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

Dear Sir or Madam:

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

Sincerely,

Mark A. Norman

RECEIVED
OHIO EPA
2012 AUG 30 AM 10:02
LEGAL OFFICE
Division
SEP 06 2012
Environmental Response
and Revitalization

MAN/brt
Enclosure

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

201200004889
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD, COUNTY RECORDER
08-16-2012 At 11:45 am.
MISCELL 156.00
OR Volume 670 Page 86 - 100

To be recorded with Deed Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Richards Farms, Inc., an Ohio corporation, Richards Land Company, an Ohio general partnership, William J. Richards, an individual, and Grace S. Richards, an individual, (collectively, the "Owners"), General Electric Company ("GE"), Technicolor USA, Inc. (formerly Thomson Consumer Electronics, Inc.) ("Technicolor") and the Ohio Environmental Protection Agency ("Ohio EPA") (collectively, the "Parties") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property (defined below) to the activity and use limitations set forth herein.

WHEREAS, Director's Final Findings and Orders ("Orders") for a Remedial Investigation and Feasibility Study ("RI/FS") were issued to Thomson Consumer Electronics and GE by the Ohio EPA on February 14, 1994 for the former Thomson Consumer Electronics site located at 24200 U.S. Route 23 South, Circleville, Pickaway County, Ohio ("Site");

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

WHEREAS, Owners have previously executed a Declaration of Use Restrictions on the Property (defined below), which was recorded with the Pickaway County Recorder in Deed Records Volume 611, Pages 72 – 80, on November 14, 2007, which contains certain land use restrictions, covenants and stipulations;

WHEREAS, the Parties agree that land use restrictions on the so-called Off-Site Creek Area ("OCA") (which includes the Property) should be documented in an environmental covenant under ORC Sections 5301.80 to 5301.92;

WHEREAS, one of the remedial alternatives to be proposed in the Feasibility Study report to be prepared by GE and Technicolor for the OCA will include the activity and use limitations set forth in this Environmental Covenant for the Property;

WHEREAS, the administrative record for the project may be reviewed by contacting: Records Management Officer, Ohio EPA, Division of Environmental Response and Revitalization, P.O. Box 1049, Columbus, Ohio 43216-1049, telephone 614-644-2924; or the Ohio EPA Central District Office, P.O. Box 1049, Columbus, OH 43216-1049, telephone 614-728-3778;

WHEREAS, Owners, GE, and Technicolor hereby desire to establish and impose certain activity and use limitations on the Property;

NOW THEREFORE, for valuable consideration received, Owners (for themselves, and for all future owners of all or any part of the Property, and their respective successors and assigns), GE, Technicolor and Ohio EPA agree to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Ohio EPA:

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

For Owners:

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

For Technicolor:

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

For GE:

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

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

IT IS SO AGREED:

THE RICHARDS LAND COMPANY
an Ohio general partnership

By: _____
William J. Richards, General Partner

Date: 7-19-12

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

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

_____
Notary Public

and

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

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

Date: July 19, 2012

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

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

Notary Public

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

RICHARDS FARMS, INC.

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

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

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

Notary Public

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

WILLIAM J. RICHARDS, Individually

Date: 7-19-12

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

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

Notary Public

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

---

and

GRACE S. RICHARDS, Individually

Date: July 19, 2012

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

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

Notary Public

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

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____

Date: 8/8/12

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

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

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

Charma Diane Casteel
Notary Public

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

GENERAL ELECTRIC COMPANY

By: _____

Date: 7/19/2012

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

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

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

Dawn M. Dayter
Notary Public

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

TECHNICOLOR USA, INC.

By: Meg Enret

Date: July 16, 2012

STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

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

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

Michelle L. Kersey
Notary Public

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

This instrument prepared by:

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

Exhibits

A. Legal Description

B. Definitions of Certain Land Uses

######

Exhibit A

Legal Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORIGINAL

RECEIVED [illegible]

JUL 27 2007

[illegible]
ENVIRONMENTAL PROGRAMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing **9.314 Acres** more or less.

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

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

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

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

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

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

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

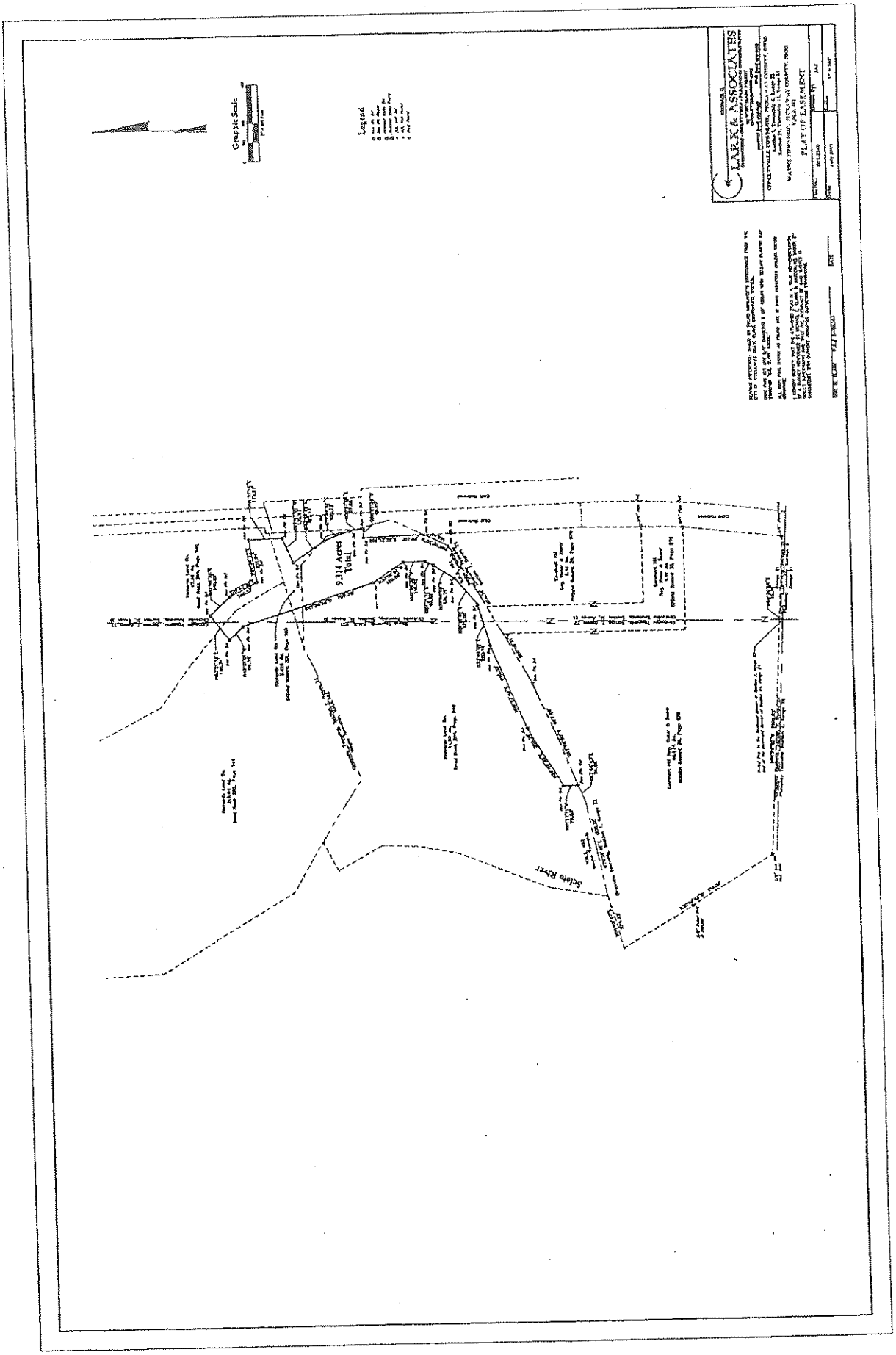

Graphic Scale
Legend
LARK & ASSOCIATES
PLAT OF EASEMENT
9.314 Acres Total
Sciato River

Exhibit B

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

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

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

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

201200004889
VORYS SATER SEYMOUR & PEASE LLP
301 E FOURTH ST
STE 3600
CINCINNATI OH 45202

200700008404
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD
11-14-2007 At 09:37 am.
MISCELL 84.00
OR Volume 611 Page 72 - 80

Record in Deed Records. ORC 317.08

DECLARATION OF USE RESTRICTIONS

WHEREAS, Richards Farms, Inc., an Ohio corporation, Richards Land Company, an Ohio general partnership, William J. Richards, an individual, ~~and Grace S. Richards,~~ an individual, are owners (collectively, the "Owners") of certain real property situated in the City of Circleville, County of Pickaway, State of Ohio, and legally described in Exhibit A attached hereto and incorporated herein by reference and the improvements thereto ("Property").

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

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

WHEREAS, at the time this Declaration of Use Restrictions ("Declaration") was recorded, the work required by the Orders is ongoing;

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

NOW, THEREFORE, Owners, for themselves, and for all future owners of all or any part of the Property, and their respective successors and assigns (defined below), and for the benefit of GE, for good and valuable consideration paid and received, do hereby declare the Property subject to the following perpetual restrictions, covenants and stipulations, through this Declaration, to-wit:

1. **Use Restriction.** Except as noted otherwise herein, the use of the Property is hereby restricted and limited to (i) only its present, known land use, which is as an undeveloped wetland, floodplain, woodlands, and natural area without any human structures, occupancy, or activity, but with an existing roadway, and (ii) prohibit all residential land use, commercial land use, and industrial land use, such terms to include, but not be limited to, their definitions in Ohio Administrative Code ("OAC") 3745-300-08(B)(2) (effective October 21, 2002).

2. **Prohibition Against Extraction of Ground Water.** To protect against the potential exposure to hazardous substances which may be in ground water located at or underlying the Property, no person shall extract or use the ground water located at or underlying the Property for any potable purposes.

3. **Permitted Uses.** The following uses are permitted on the Property and are not subject to the use restrictions of this Declaration: (i) existing roadways and the creation of future roadways; (ii) extraction or use of groundwater located at or underlying the Property for

any non-potable purpose; (iii) the extraction of oil and gas; and (iv) the installation of public utility lines, including but not limited to, water lines, sewer lines, telecommunications lines and gas and electric lines.

4. **Declaration of Use Restrictions to be Binding and Run with the Land.** This Declaration shall run with the land and shall be binding upon all current owners and future owners of all or any part of or interest in the Property, including but not limited to any fee interests and any leasehold interests in the Property or any part of or interest in the Property, and their respective successors in interest, heirs, assigns, parents, affiliates, employees, contractors, mortgagees, representatives, agents, lessees, licensees, invitees, guests, and any other person acting under their direction or control (collectively, "successors and assigns").

5. **Enforcement.** Owners acknowledge that GE has, and others third parties may have, an interest in the ongoing compliance with the terms of this Declaration. Thus, compliance with this Declaration may be enforced by a legal or equitable action brought in a court of competent jurisdiction by one or more of the following parties: (a) GE, (b) any Owner or successor and assign of the Property, (c) Ohio EPA, and/or (d) any party with legal standing under applicable law. Any delay or failure on the part of any party to take action to enforce compliance with this Declaration shall not bar any subsequent enforcement with respect to the noncompliance in question and shall not be deemed a waiver of the right of any party to take action to enforce any noncompliance.

6. **Record in Deed Records.** This Declaration shall be recorded in the same manner as a deed in the Office of the Recorder of Pickaway County and shall be deemed incorporated by reference in any instrument hereafter conveying any interest in the Property or any portion of the Property.

7. **Severability.** If any one or more provisions of this Declaration is found unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

8. **Governing Law.** This Declaration shall be governed by and interpreted in accordance with the laws of the State of Ohio.

9. **Headings.** All headings used herein are for convenience and shall not be used to interpret or qualify the terms of this Declaration.

10. **Notice of Declaration upon Conveyance.** Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging this Declaration and providing the recording location of this Declaration *upon such conveyance substantially in the following form:* "The real property described herein is subject to the 'Declaration of Use Restrictions' made by Richards Farms, Inc., Richards Land Company, William J. Richards, and Grace S. Richards, and recorded in the Pickaway County Deed (or Official) Records, on the ____day of _____, 200_, at _____ *[insert location of Declaration of Use Restriction (e.g., "Volume ____, Page ____" or "Document Number ____")]* as if the same were fully set forth herein."

11. **Ownership Interests.** The Owners warrant and represent that (i) they are the only fee simple owners of the Property and that no other persons own or possess any other legal interests, of use or otherwise, in the Property, (ii) the Property is not subject to any encumbrances, and (iii) the execution and recording of this Declaration shall not create or constitute a default under any agreement, contract or other legally binding instrument.

IN WITNESS WHEREOF, Richards Farms, Inc., Richards Land Company, William J. Richards, and Grace S. Richards have executed this Declaration of Use Restrictions as of the day and year set forth below.

THE RICHARDS LAND COMPANY,
an Ohio general partnership

By: William J. Richards
William J. Richards, General Partner

Date: 11-9-07

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

Witness my hand and Notarial Seal this 9th day of November, 2007.

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

Notary Public

and

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

Date: Nov. 9, 2007

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

Witness my hand and Notarial Seal this 9th day of November, 2007.

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

Notary Public

RICHARDS FARMS, INC.

By: Bruce S. Richards
Name: Bruce S. Richards
Title: pres.
Date: 11/9/07

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

Witness my hand and Notarial Seal this 9th day of November, 2007.

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

Notary Public

WILLIAM J. RICHARDS, Individually

Date: 11-9-07

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

Witness my hand and Notarial Seal this 9th day of November, 2007.

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

Notary Public

and

Grace S. Richards

GRACE S. RICHARDS, Individually

Date: Nov. 9, 2007

STATE OF OHIO)
) SS:
COUNTY OF PICKAWAY)

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

Witness my hand and Notarial Seal this 9th day of November, 2007.

NOTARY SEAL
FRANK MERRILL
ATTORNEY-AT-LAW
NOTARY PUBLIC - STATE OF OH

Notary Public

Prepared by:

Mark A. Norman, Esq.
Vorys, Sater, Seymour and Pease LLP
221 East Fourth Street, Suite 2000
Cincinnati, OH 45202
(513) 723-4006
manorman@vssp.com

EXHIBIT A
TO THE DECLARATION OF USE RESTRICTIONS

Legal Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORIGINAL

RECEIVED - SURVEY

JUL 27 2007

GEORGE E. EMMIC, JR. PE, PS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing **9.314 Acres** more or less.

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

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

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

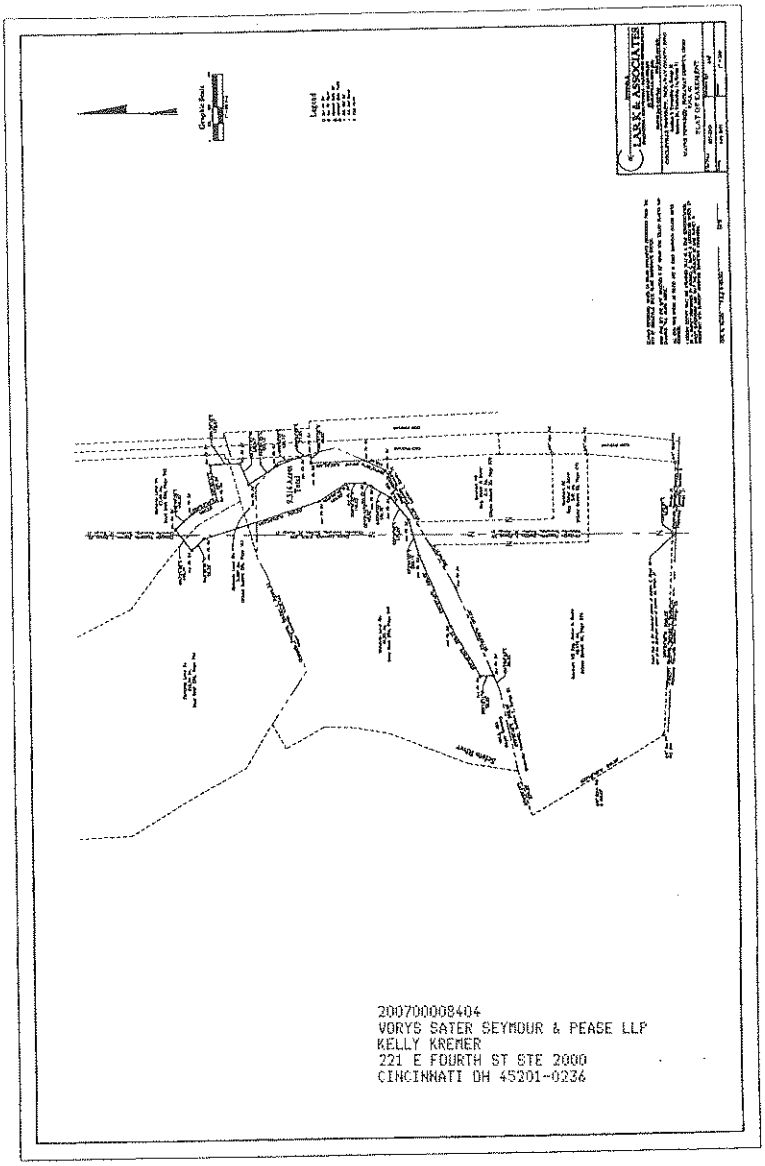
I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions as they existed on the date of the survey and that the accuracy of same is consistent with accepted surveying standards

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

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

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

ORIGINAL WAS OF POOR
REPRODUCTION QUALITY
-PICKAWAY COUNTY RECORDER



200700008404
VORYS SATER SEYMOUR & PEASE LLP
KELLY KREMER
221 E FOURTH ST STE 2000
CINCINNATI OH 45201-0236