



State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center
122 S. Front Street
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184
www.epa.state.oh.us

MAILING ADDRESS:

P.O. Box 1049
Columbus, Ohio 43216-1049

CERTIFIED MAIL

April 7, 2006

Re: Environmental Covenant
North American Roto Engravers, Inc.
(Sun Chemical Corporation)
471 East Bergey Street
Wadsworth, Medina County, Ohio

Mr. Shane Vanderbilt
1375 Reimer Road
Wadsworth, Ohio 44281

Dear Mr. Vanderbilt:

Enclosed please find the Environmental Covenant (Covenant) issued to the North American Roto Engravers, Inc., Medina County, on April 5, 2006. This Covenant will become effective *when filed with the deed records maintained by the Office of the Medina County Recorder*. To that end, the second original copy of the Covenant has been returned to you. It is the obligation of North American Roto Engravers, Inc. pursuant to Paragraph 10 of the Covenant, to complete the filing and, pursuant to paragraph 17 of the Covenant, to distribute copies of the recorded Covenant.

If you have any questions with this Covenant, do not hesitate to contact Elissa Miller, Ohio EPA Office of Legal Services, at (614) 644-3037.

Sincerely,

Pamela S. Allen, Manager
Regulatory and Information Services
Division of Hazardous Waste Management

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Attachments

cc: Michael A. Savage, Chief, DHWM
Ed Lim, Mgr., ERAS, DHWM
Elissa Miller, Legal
Kurt Princic, DHWM, NEDO
Heidi Greismer, PIC
George Klein, Owner, North American Roto Engravers, Inc.

Bob Taft, Governor
Bruce Johnson, Lieutenant Governor
Joseph P. Koncelik, Director

OHIO E.P.A.

APR -5 2006

To be recorded with Deed
Records - ORC § 317.08

ENTERED DIRECTOR'S JOURNAL



ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by North American Roto Engravers, Inc. ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property consisting of a parcel of land, located at 471 East Bergey Street in Wadsworth, Medina County, Ohio, and legally described in Exhibit A attached hereto (collectively referred to herein as the "Property"); and

Whereas, Sun Chemical Corporation operated a water and solvent based ink manufacturing facility on the Property between April, 1996 and October, 1997 and had stored over one hundred 55-gallon containers of spent solvents and distilled solvents on the Property; and

Whereas, Sun Chemical Corporation does not have a hazardous waste facility installation and operation permit; and

Whereas, Sun Chemical Corporation was required to submit to Ohio EPA a closure plan for the hazardous waste management unit on the Property and to implement the approved plan; and

Whereas, the Administrative Record of the closure is maintained as the file titled "Sun Chemical Corp. OHD 004 460 333 Medina County" in the Ohio EPA Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087; and

Whereas, the implementation of appropriate use restrictions that restrict land use on the Property, specifically the area where Sun Chemical Corporation stored hazardous waste generated from the water and solvent based ink manufacturing processes between April, 1996 and October, 1997, is required to protect human health and the environment, based upon a human health risk assessment and an ecological risk assessment performed for the hazardous waste management unit addressed in the closure plan.

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 0.0335 acre tract of real property owned by North American Roto Engravers, Inc., located at 471 East Bergey Street, Wadsworth, in Medina County, Ohio, and more particularly described

I certify this to be a true and accurate copy of the
official document as filed in the records of the Ohio
Environmental Protection Agency

in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. North American Roto Engravers, Inc. ("Owner") which is located at 471 East Bergey Street, Wadsworth, Medina County, Ohio is the owner of the Property.

4. Holders. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Activity and Use Limitations. As part of the closure of hazardous waste management unit, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. The Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers and preschools;
- (iii) Hotels and motels;
- (iv) Educational (except as part of industrial activities within the Property) and religious facilities;
- (v) Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
- (vi) Entertainment and recreational facilities (except as part of industrial activities within the Property);
- (vii) Hospitals and other extended care medical facilities; and
- (viii) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

B. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

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

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

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C), and (D) 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 record, in the office of the Medina County Recorder, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

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 _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE MEDINA COUNTY RECORDER ON _____, 200_, IN [DOCUMENT _____, or BOOK____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as part of industrial activities within the Property) and religious facilities;
- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
- (f) Entertainment and recreational facilities (except as part of industrial activities within the Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

In the event that any activity by the holder of an encumbrance on the Property constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

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

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit B attached

hereto, which is fully 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 identified all other persons, identified in Exhibit B, described above, that hold any interest (e.g. encumbrance) in the Property and notified 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 by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment 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. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder 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 Owner or Transferee shall file such instrument for recording with the Medina County Recorder's Office, and shall provide a true 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 in any way be affected or impaired.

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

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 Medina County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the Property is located, and any other person designated by Ohio EPA.

18. Notice. Any document or communication required by this Environmental Covenant shall be submitted to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049

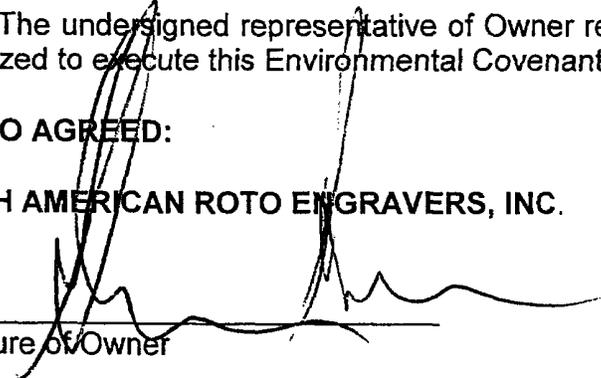
and

Ohio Environmental Protection Agency
Northeast District Office
Division of Hazardous Waste Management
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn: DHWM Manager

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

IT IS SO AGREED:

NORTH AMERICAN ROTO ENGRAVERS, INC.



Signature of Owner

GEORGE KLEIN OWNER
Printed Name and Title

2/19/06
Date

State of California)
)
County of San Luis Obispo) ss:

Before me, a notary public, in and for said county and state, personally appeared George Klein, a duly authorized representative of North American Roto Engravers, Inc., who acknowledged to me that he/she did execute the foregoing instrument on behalf of North American Roto Engravers, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 28 day of February, 2006

[Signature]

Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY

[Signature]

Joseph P. Koncelik, Director

4-3-06

Date

State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for said county and state, personally appeared JOSEPH P. KONCELIK 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 3rd day of APR., 2006

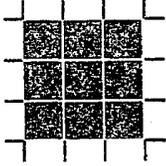
[Signature]

Notary Public

This instrument prepared by:

Elissa B. Miller
Ohio Environmental Protection Agency
122 South Front Street
Columbus, Ohio 43215

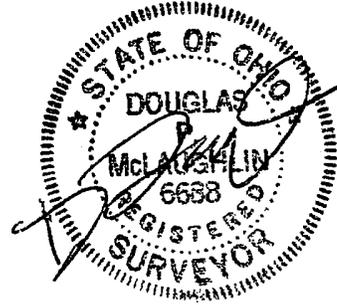
CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
MAY 10, 2009



**DOUGLAS McLAUGHLIN
AND ASSOCIATES**
PROFESSIONAL LAND SURVEYORS

1720 RIDGEWOOD ROAD
WADSWORTH, OHIO 44281
330/239-0135

EXHIBIT A



LEGAL DESCRIPTION
0.0335 ACRES

Situated in the City of Wadsworth, County of Medina and State of Ohio; and being part of Wadsworth City Lot 3788, also being part of a parcel of land, now or formerly in the name of North American Roto Engravers Inc., (0.3520 Ac., 9/23/1983, O.R. 174, Pg. 916); bound and described as follows:

Commencing at a point at the N.W. Corner of Wadsworth City Lot 3788;

Thence S 45-13-00 E, along the northerly line of said City Lot 3788, 304.73 feet to a point at the N.W. Corner of said 0.3520 Ac. parcel;

Thence S 01-00-00 W, along the westerly line of said 0.3520 Ac. parcel, 224.23 feet to a point, also being the POINT OF BEGINNING of the easement herein described;

Thence S 89-00-00 E, 27.00 feet to a point;

Thence S 01-00-00 W, 54.00 feet to a point;

Thence N 89-00-00 W, 27.00 feet to a point;

Thence N 01-00-00 E, along the westerly line of said 0.3520 Ac. parcel, 54.00 feet to the point of beginning;

And containing 0.0335 acres of land, more or less, subject to all legal highways and easements;

As surveyed by Douglas P. McLaughlin, P.S. 6688, on August 18, 2005.

EXHIBIT B

ENCUMBRANCES ON PROPERTY

Personal property tax lien against North American Roto Engravers, Inc. in Instrument number 2000OR001882, Recorder's Office, Medina County, Ohio.

Personal property tax lien against North American Roto Engravers, Inc. in Instrument number 2001OR002506, Recorder's Office, Medina County, Ohio.

Judgment lien, Court of Common Pleas of Medina County Case Number STL-29-146, State of Ohio Department of Taxation v. North American Roto Engravers, Inc.

Easement of record in instrument recorded in Volume 257, Page 269 of Medina County Records.

For Parcel No. 40-20D-12-004, a delinquency in the amount of \$86.96 is unpaid and a lien, subject to further penalties and interest. Taxes for the second half are unpaid and a lien, not yet due and payable.

For Parcel No. 40-20D-12-005, a delinquency in the amount of \$6,454.98 is unpaid and a lien, subject to further penalties and interest. Taxes for the second half are unpaid and a lien, not yet due and payable.

Taxes for the year 2005, amount undetermined, are a lien, but are not yet due and payable.