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ATTORNEYS AT LAW
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OHIO EPA
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DIV. OF HAZARDOUS
WASTE MGT.

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Attorney at Law
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November 4, 2008

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

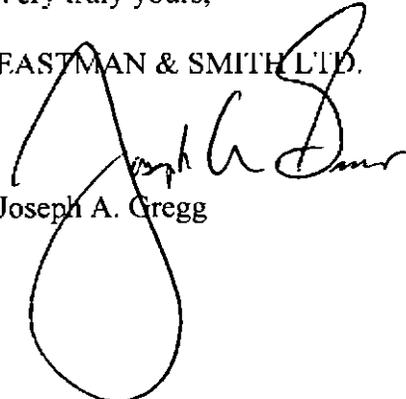
**Re: Midwest Guardian, Inc.
Environmental Covenant
Our File No: M047/170575**

Dear Sir or Madam:

We represent Midwest Guardian, Inc., 100 Keller Drive, Wapakoneta, Ohio 45895 which, in settlement of *State of Ohio vs. Midwest Guardian, Inc.*, executed and recorded the enclosed Environmental Covenant which has been filed and recorded in the Recorder's Office of Auglaize County, Ohio. In accordance with paragraph 17 of the enclosed Environmental Covenant, we are providing you with a copy of same.

Very truly yours,

EASTMAN & SMITH LTD.


Joseph A. Gregg

JAG/ksw
Enclosures

- cc: Ohio Environmental Protection Agency
Northwest-District Office (w/encl.)
- Midwest Guardian, Inc. (w/encl.)
- 1st Dollar Investments, Ltd. (w/encl.)
- Mayor-City of Wapakoneta, Ohio (w/encl.)
- Union Bank Company (w/encl.)
- Ms. Fran Kovac, Ohio E.P.A. (w/o encl.)

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ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by 1st Dollar Investments, Ltd., ("Owner"), having offices at 1641 Tahoe Place Lima, Ohio; 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 defined below) to the activity and use limitations set forth herein.

WHEREAS, Owner currently owns the Property and leases it to Midwest Guardian, Inc., which conducts business operations thereon, and;

WHEREAS, As the result of Midwest Guardian, Inc.'s business operations, areas of the Property became contaminated with lead, and Midwest Guardian, Inc., in settlement of State of Ohio v. Midwest Guardian, Inc, performed a remediation on the lead contamination in the soils, and;

WHEREAS, the Administrative Record of the remediation is maintained as the file titled "Midwest Guardian, 100 Keller Dr, Wapakoneta, Auglaize County" in the Ohio EPA Northwest District Office,

WHEREAS, the implementation of appropriate limitations that restrict land use on the Property is necessary to protect human health and the environment, based upon a human health risk assessment and an ecological risk assessment conducted in association with Midwest Guardian, Inc.'s remediation work;

NOW THEREFORE, Owner, Holder 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 one and one-half (1.5) acre tract of real property in Auglaize County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. 1st Dollar Investment, Ltd., having offices at 1641 Tahoe Place Lima, Ohio ("Owner") is the fee simple owner of the Property.

4. Holders. Owner, whose address is listed above, and Midwest Guardian, Inc., ("MGI") with offices located at 100 Keller Drive, Wapakoneta, Ohio, are the "Holders" of this Environmental Covenant. Regardless of any future transfer of the Property, Owner shall remain a Holder of this Environmental Covenant.

200800006704
Filed for Record in
AUGLAIZE COUNTY, OHIO
ANN BILLINGS
10-27-2008 At 10:34 am.
MISC 92.00
OR Book 571 Page 2379 - 2388

5. Activity and Use Limitations.

A. The Property shall not be used for Residential Activities, but may be used for 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 a 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 a 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, formulating, repackaging or refining operations, processing operations, lead-acid battery recycling and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

B. If any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee (as hereinafter defined) shall notify Ohio EPA and MGI 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, MGI 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 (as defined below), 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 use limitations herein by

1st Dollar Investments, Ltd.
Environmental Covenant
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any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take any action to enforce 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 3745-50-42(B)(C)(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 covenant, Owner shall record, in the office of the Auglaize 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 _____, 2008, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE AUGLAIZE COUNTY RECORDER ON _____ 2008, IN [DOCUMENT _____, or BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- A. The Property shall not be used for Residential Activities, but may be used for 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 a 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 a 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, formulating, repackaging or refining operations, processing operations, lead-acid battery recycling and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

- B. If any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee (as hereinafter defined) shall notify Ohio EPA and MGI 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, MGI and Ohio EPA.

Owner shall notify Ohio EPA and MGI 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 encumbrances listed and described in Exhibit B hereto;
- 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 parties, identified in Exhibit B (as described above) that hold any interest in the Property and has notified such parties 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

1st Dollar Investments, Ltd.
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instrument to which Owner is a party of by which Owner may be bound or affected.

13. **Amendment or Termination.** This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner, MGI, Ohio EPA, and any Transferee, 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 Auglaize 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 Auglaize County Recorder.

17. **Distribution of Environmental Covenant.** The Owner or MGI 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 real property is located, and any other person designated by Ohio EPA.

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

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management

1st Dollar Investments, Ltd.
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P.O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency
Northwest- District Office
Division of Hazardous Waste Management
347 North Dunbridge Road
Bowling Green, Ohio 43402
Attn: DHWM Manager

Any notice to MGI shall be sent to:

Midwest Guardian, Inc.
PO Box 2041
100 Keller Drive
Wapakoneta, OH 45895

Any notice to Owner shall be sent to:

1st Dollar Investments, Ltd.
1641 Tahoe Place
Lima, OH 45805

The undersigned representatives of Owner and MGI certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

1st Dollar Investments, Ltd.


Signature of Owner and Holder

Donald E. Miller MGR
Printed Name and Title

9/11/08
Date

1st Dollar Investments, Ltd.
Environmental Covenant
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State of Ohio)
) ss:
County of Auglaize)

Before me, a notary public, in and for said county and state, personally appeared Donald E. Miller Jr., a duly authorized representative of 1st Dollar Investments Ltd., who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of 1st Dollar Investments Ltd.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 11th day of September, 2008.

Susan M. Hatchel
Notary Public
Commission expires Dec 6, 2010

Midwest Guardian, Inc.

Donald E. Miller Jr.
Signature of Holder

Donald E. Miller Jr V.P.
Printed Name and Title

9/11/08
Date

State of Ohio)
) ss:
County of Auglaize)

Before me, a notary public, in and for said county and state, personally appeared Donald E. Miller Jr., a duly authorized representative of Midwest Guardian Inc., who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Midwest Guardian Inc

1st Dollar Investments, Ltd.
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Page 8

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this
11th day of September, 2008.

Susan M. Hatchel
Notary Public
commission expires Dec 6, 2010

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski
Chris Korleski, Director

10/14/08
Date

State of Ohio)
) ss:
County of Franklin)

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this
14th day of OCTOBER, 2008.



Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2009

This instrument prepared by:

Frances M. Kovac, Esq.
Ohio Environmental Protection Agency
50 West Town Street
Columbus, OH 43215

Exhibit A to Environmental Covenant: 1st Dollar Investments, Ltd., Midwest Guardian, Inc., and the Ohio Environmental Protection Agency

The following tract of land which is part of the west half of Section 28, Douchoquet Township, T5S, R6E with respect to the First Principal Meridian, Auglaize County, Ohio, and is more particularly described as follows:

Commencing at the intersection of the west line of Outlot No. 54 of Jeremiah Ayer's Second Addition to the City of Wapakoneta, Ohio and the northerly right of way of the former Dixie Highway; thence N 46° 15¢ E along the northerly right of way line of the former Dixie Highway a distance of 1505.90 feet to an iron pipe; thence N 41° 23¢ W a distance of 242.35 feet to an iron pipe, this being the place of beginning; thence continuing N 41° 23¢ W a distance of 313.06 feet to an iron pipe; thence S 46° 15¢ W a distance of 208.71 feet to an iron pipe; thence S 41° 23¢ E a distance of 313.06 feet to an iron pipe; thence N 46° 15¢ E a distance of 208.71 feet to the iron pipe which was the place of beginning. The above tract of land contains 1.50 acres.

Together with all the herditaments and appurtenances thereof but subject to all legal highways, reservations, restrictions and easements of record.

Prior Deed Referece: Auglaize County Official Records Volume 159, page 0236

Exhibit B to Environmental Covenant: 1st Dollar Investments, Ltd., Midwest Guardian, Inc., and the Ohio Environmental Protection Agency

Encumbrances to which the Property fully described in Exhibit A to the Environmental Covenant is subject:

1. The lien of a mortgage to the Union Bank Company in the amount of \$271.556, filed on May 7, 2008.