ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Pavlish Real Estate Holding Co. ("Pavlish Real Estate" or "Owner"), an Ohio company, 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 (hereinafter defined) to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property located at 1010 Denison Avenue, and Denison Ave. Rear Cleveland, Cuyahoga County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Property"); and

Whereas, the Administrative Record of the corrective action is maintained as the file titled "Chemical Solvents, Inc." in the Ohio EPA Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087; and

Whereas, as a result of past waste practices by former owners and operators of the Property, certain contaminants and solid wastes were released on the Property. These wastes include, but are not limited to, polycyclic aromatic hydrocarbons such as benzo(a)pyrene. Potential pathways of exposure from the contaminants on the Property include direct contact with the soils containing the waste; and

Whereas, as a result of the contaminants identified above, Owner was required to implement Resource Conservation and Recovery Act (RCRA) corrective action at the Property to be implemented under the conditions of the RCRA Ohio EPA Permit; and

Whereas, the implementation of appropriate use restrictions that restrict land use on the Property is required to protect human health and the environment and to prevent conditions at the Property from constituting or threatening to cause or contribute to air or water pollution or soil contamination.

Whereas, Chemical Solvents, Inc. ("Chemical Solvents") is primarily engaged in the business of recycling dirty or spent halogenated and non-halogenated solvents on the subject property owned by Pavlish Real Estate;
Whereas, Chemical Solvents, which has an office located at 1010 Denison
Avenue, Cleveland, Ohio, has a hazardous waste installation and operating permit. The
U.S. EPA ID number is OHO 980 897 656 and the Ohio Permit Number is 02-18-0669;

Whereas, on February 23, 2009, Ohio EPA issued a draft permit modification to
Chemical Solvents to implement site-wide corrective action remedies;

Whereas, on June 5, 2009, Ohio EPA issued a final permit modification requiring
Chemical Solvents to restrict future land use to industrial use for the property where a
fuel storage tank area exists as well as waste management units 12 and 13 of the non-
hazardous waste holding area;

Whereas, the Chemical Solvents site is made up of 8.1 acres and divided in
four parcels identified as 808 Denison Avenue, 908 Denison Avenue and 1010 Denison
Avenue and Denison Ave. Rear. The parcels that must be restricted by the modified
permit are 808 Denison Avenue, 1010 Denison Ave and Denison Ave Rear. The parcel
at 808 Denison Ave has already been restricted and is owned by Chemical Solvents.
The parties now wish to restrict Denison Ave Rear and 1010 Denison Ave;

Now therefore, Pavlish Real Estate 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 real property parcels
numbered 008-34-010 and 008-34-020 both owned by Pavlish Real Estate Holding
Co., located at 1010 Denison Avenue and Denison Ave Rear, City of Cleveland, in
Cuyahoga County, Ohio, and more particularly described in Exhibit A attached hereto
and hereby incorporated by reference herein ("Property").

3. **Owner.** Pavlish Real Estate is the owner of the properties at 1010
Denison Ave and Denison Ave Rear.

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

5. **Activity and Use Limitations.** As part of Permit Number 02-18-
0669, and Pavlish Real Estate Holdings Owner hereby imposes and agrees to comply
with 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:
Environmental Covenant
Pavilah Real Estate Holdings Co.
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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, 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, identified in Paragraph 12, below, constitutes a violation of these use and activity 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 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 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 written certification which complies with the requirements of Ohio Administrative Rule 3745-50-42(B), (C), and (D) 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, DATED __________, 200__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ________ COUNTY RECORDER ON __________, 200__, 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, 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.

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, and a survey map that shows the boundaries of the Property being transferred, and the closing date of the transfer of ownership of the Property.

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

A. that Owner is the sole owner of the Property;

B. that Owner holds fee simple title to the Property which are subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;

C. that 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 Owner has identified all other persons, that own any interest in or hold an encumbrance on the Property and notified such persons of the Owners intention to enter into the Environmental Covenant;

E. The extent that any other interests in or encumbrances on the Property conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have agreed to subordinate such interests or encumbrances to the Environmental Covenant, pursuant to O.R.C §5301.36, and the Waiver of Priority of Mortgage attached hereto as Exhibit C and incorporated by reference herein; and
F. 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.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: The Owner or a Transferee; and the 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 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.

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 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 Cuyahoga 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, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, pursuant to ORC § 5301.88 with the Cuyahoga County Recorder's Office. 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.

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 Cuyahoga County Recorder.
17. **Distribution of Environmental Covenant.** The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and the City of Cleveland.

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

   **As to Ohio EPA:**

   Ohio Environmental Protection Agency
   Environmental Response and Revitalization
   Attn: DERR Hazardous Waste Manager
   50 West Town Street, Suite 700
   P.O. Box 1049
   Columbus, Ohio 43216-1049

   Ohio Environmental Protection Agency
   Environmental Response and Revitalization
   Attn.: DERR Hazardous Waste Manager
   Northeast District Office
   2110 East Aurora Road
   Twinsburg, Ohio 44087

   **As to Chemical Solvents:**

   Pavlish Real Estate Holdings Co.
   3751 Jennings Road
   Cleveland, Ohio 44114

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

   **IT IS SO AGREED:**

   **PAVLISH REAL ESTATE HOLDINGS CO.**
   By:  [Signature]
   Date: 8/17/16
   Edward Pavlish
STATE OF OHIO                              
COUNTY OF CUYAHOGA                           

Before me, a notary public, in and for said County and State, personally
appeared Ed Pavlish, a duly authorized representative of Pavlish Real Estate
Holdings Co, who acknowledged to me that he/she did execute the foregoing instrument on
behalf of said corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official
seal this 17th day of August, 2016.

Jennifer Mladineo
my commission expires July 1, 2019
Recorded in Cuyahoga County

OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler, Director

STATE OF OHIO                              
COUNTY OF FRANKLIN)                        

Date 12/2/16
Environmental Covenant
Pavlish Real Estate Holding Co.
Page 9 of 9

Before me, a notary public, in and for said County and State, personally appeared
CRAIG W. BUTLER, 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 2ND day of November, 2018.
December

Charma Diane Casteel
Notary Public

This instrument prepared by:

Robert B. Casarona, Esq.
Casarona Legal Services, LLC
The Falls Building
57 E. Washington St.
Cleveland, Ohio 44022
GENERAL WARRANTY DEED

CHEMICAL SOLVENTS, INC., a corporation of Ohio, the Grantor, for the consideration of Ten
and 0/100 Dollars ($10.00) received to its full satisfaction of PAVILISH REAL ESTATE HOLDING
COMPANY, the Grantee, whose TAX MAILING ADDRESS is 5265 SOM Center Road, Solon, Ohio
44139, does give, grant, bargain, sell, convey, with general warranty covenants, unto the said Grantee, its
successors and assigns, the real property located in the City of Cleveland, County of Cuyahoga and State
of Ohio and further described in Exhibit A attached hereto and fully incorporated herein.

Preliminary Instruments Reference: Volume 87-G409, Page 22,
Recorder’s Office, Cuyahoga County, Ohio.
Permit Parcel No. 003-34-020

The foregoing conveyance is made subject to taxes and assessments not yet due and payable;
conditions and restrictions of record, if any, legal descriptions and naming conventions.

IN WITNESS WHEREOF Charles J. Kahn and William D. Garrett, on behalf of Chemical
Solvants, Inc. have executed this Deed as of this 31st day of January, 1997.

Signed and Acknowledged in the Presence of:

Charles J. Kahn
Janet Kuch
(Print Name)
(Print Name)

CHEMICAL SOLVENTS, INC.

Janet Kuch
(Print Name)

William D. Garrett
(Print Name)

STATES OF OHIO

COUNTY OF CUYAHOGA

BE IT REMEMBERED, that on this 31st day of January, 1997, before me, the

subscriber, a notary public in and for said state, personally came, Charles J. Kahn and William D. Garrett,
and acknowledged the signing of this deed to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day

and year last above mentioned.

Notary Public

This Instrument Prepared By:

Stephen J. Petron, Jr., Esq.
Vorys, Sater, Seymour and Pease
2100 One Cleveland Center
1179 East 6th Street
Cleveland, Ohio 44114-1724
0223926 - 02239421

61 04 94 36 56

0501224 A6 20017790
ARTIC 3 11115802
E823 17 017 070
Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township Lot No. 61, bounded and described as follows:

Beginning in the center line of Denison Avenue, E. 135.40 feet in width, at the north westerly corner of land conveyed to Edward Fawell by deed dated November 17, 1932 and recorded in Volume 1465, Page 106 of Cuyahoga County Records.

Therein Easterly along the southeasterly line of land so conveyed to Edward Fawell the following courses and distances:

North 35° 29' 15" East, 75.25 feet to an angle point;
North 35° 29' 15" East, 126.22 feet to an angle point;
North 35° 29' 15" East, 135.20 feet to an angle point;
North 35° 29' 15" East, 39.20 feet to an angle point;
North 35° 29' 15" East, 39.20 feet to an angle point;
North 35° 29' 15" East, 134.11 feet to the principal place of beginning of the parcel of land herein to be described.

Thence continuing North 25° 26' 10" East, 74.24 feet to an angle point;
Thence North 25° 26' 10" East, 31.21 feet to an angle point;
Thence North 24° 20' 00" East, 325.05 feet to an angle point;
Thence North 24° 20' 00" East, 325.05 feet to a point, said point being distant South 25° 26' 10" West, 53.75 feet on an assumed N-S, a southeasterly line of land so conveyed to Edward Fawell from the most easterly corner of land so conveyed;

Thence South 04° 24' 11" East, 201.31 feet;
Thence North 04° 24' 11" West, 201.31 feet to the principal place of beginning, containing 37,315 square feet of land (6.52 acres) according to a survey by Carosi & Associates, Inc., Registered Engineers and Surveyors, made in May, 1956, as the same more or less, but subject to all legal highways.

Exhibit A
QUIET CLAIM DEED

EDWARD H. PAVLISH (Married), of Cuyahoga County, Ohio, for valuable consideration paid,
gives to PAVLISH REAL ESTATE HOLDING COMPANY, whose tax mailing address is 5265 SOM
Center Road, Solon, Ohio 44139, the real property located in the City of Cleveland, County of Cuyahoga
and State of Ohio and further described in Exhibit A attached hereto and fully incorporated herewith.

The foregoing conveyance is made subject to taxes and assessments not yet due and payable;
assessments, conditions, restrictions and reservations of record, if any; legal highways and zoning ordinances.

Public Instrument Reference Book Record Volume 15888, page 1091;
Recorder's Office, Cuyahoga County, Ohio.
Permanent Record No. 023-34-010

PATRICIA PAVLISH, wife of EDWARD H. PAVLISH, releases all rights of dower in and to the
aforementioned real property.

IN WITNESS WHEREOF, EDWARD H. PAVLISH and PATRICIA PAVLISH have executed
this deed this 27th day of January, 1997.

Signed and acknowledged
in the presence of:

Nancy J. Connors
Nancy J. Connors
Nancy J. Connors
Connors

STATE OF OHIO
COUNTY OF CUYAHOGA

BE IT REMEMBERED, that on this 27th day of January, 1997, before me, the
subscribers, a notary public in and for said state, personally came, Edward H. Pavlish and Patricia Pavlish,
and acknowledged the signing of this deed to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day
and year last aforementioned.

This Instrument Prepared By:
Stephen J. Patrou, Jr., Esq
Verta, Sizer, Spener and Pace
2100 One Cleveland Center
1375 East Ninth Street
Cleveland, Ohio 44114-1724

6/14/97

G015736 - 00-00414-01
Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being part of original Township Sections 29 and 30 and bounded and described as follows: Beginning in the center line of Dunham Avenue, S. 00° 45' E. 40 feet wide, at the intersection with the northwesterly line of land conveyed by Samuel S. Seiler and others to the Republic Steel Company by deed recorded in Volume 1439, Page 476 of Cuyahoga County Record Books, from which beginning point a stone monument bears North 30° 35' 10" from a distance of 21.12 as a foot.

Thence North 30° 35' 10" from a stone monument bears North 30° 35' 10" from a distance of 21.12 as a foot.

Thomas North 30° 35' 10" from a stone monument bears North 30° 35' 10" from a distance of 21.12 as a foot.

Thomas North 30° 35' 10" from a stone monument bears North 30° 35' 10" from a distance of 21.12 as a foot.

Thomas North 30° 35' 10" from a stone monument bears North 30° 35' 10" from a distance of 21.12 as a foot.

Thomas North 30° 35' 10" from a stone monument bears North 30° 35' 10" from a distance of 21.12 as a foot.

Thomas North 30° 35' 10" from a stone monument bears North 30° 35' 10" from a distance of 21.12 as a foot.

THOMAS J. "P.E., P. E., P.S.
COUNTY ENGINEER OHIO MAP DIVISION
LEGAL DESCRIPTION ATTACHED FOR TRANSFER

EXHIBIT A
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SECTION 20

W. 1/2, S. 1/2, N. 1/2, E. 1/2, N. 1/2, E. 1/2

Thence South 51° 25' 10" West a distance of 120.75 feet to a Silver Monument at an angle point in said Lince Street, now realigned, and the northerly end of a 30 foot paved sidewalk or common roadway.

Thence southerly along the center line of said paved 30 foot sidewalk or common roadway the following courses and distances:

South 24° 29' 10" West a distance of 731.00 feet to an Iron Pin.

South 20° 53' 10" West a distance of 30.11 feet to a point.

South 10° 23' 10" West a distance of 30.34 feet to a point.

South 46° 12' 10" West a distance of 66.40 feet to a drill hole in pavement.

South 71° 12' 10" West a distance of 39.50 feet to an Iron Pin.

South 36° 12' 10" West a distance of 132 feet to a railroad grade.

South 49° 02' 10" West a distance of 30.23 feet to an Iron Pin.

South 36° 25' 10" West a distance of 71.15 feet to the true place of beginning, containing about 3.6235 acres of land, be the same more or less, but subject to all legal highways.

EXHIBIT A
(Page 2 of 2)
EXHIBIT B

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.

6. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.


8. Easement granted to The Cuyahoga Soap Company disclosed by instrument recorded in Volume 4704, Page 560 on March 5, 1937.

9. Subject to the items as contained in a Warranty Deed filed for record in Volume 98-12818, Page 43 on October 1, 1998 of Cuyahoga County Records.

10. Subject to a Personal Property Tax Lien in the amount of $248.40 as TP # 0551864000 of Cuyahoga County Records.
EXHIBIT C

Not applicable.