ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Cleveland Commerce One LLC 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, beginning in approximately 1988, soil and ground water investigations were conducted at the former manufacturing facility located at 18901 Euclid Avenue, Cleveland, Ohio. It is Ohio EPA’s position that these investigations in the vicinity of two former underground liquid storage tanks showed they were used to store mineral spirits and spent Otto Fuel ("Area A") and showed a former surface storage area reportedly used to store drums containing lubricating oil, mineral spirits, 1,1,1-trichloroethane and a solvent containing 1,1,2-trichloro-1,2,2-trifluoroethane ("Area B"). Area A and Area B at the facility are depicted on Exhibit A hereto, constitute the "Property" for purposes of this Environmental Covenant.

Whereas, some remedial work was conducted at the Property by Westinghouse Electric prior to 1993. In 1989, approximately 5,850 cubic yards of soil was removed from Area B for permitted off-site disposal. In 1991, the two underground tanks, along with associated piping, tank pit material, and approximately 170 cubic yards of soil were removed from Area A for permitted off-site disposal.

Whereas, in 1993, the State of Ohio and Gould Inc., a former owner of the Property, entered into a judicial consent order pursuant to which Gould Inc. was required to submit work plans for Areas A and B and perform additional remedial activities at the Property.

Whereas, ground water monitoring and additional assessments were conducted at and in the vicinity of the Property from 1988 through 2013. Gould Inc. submitted various reports and work plans to Ohio EPA, some of which were pursuant to the consent order. As a result of the former manufacturing operations at the Property, certain contaminants were released at the Property. Certain constituents of concern have been detected on the Property in either/or both Area A and Area B and are above levels considered acceptable for residential use.

Whereas, Gould Electronics Inc., which acquired certain assets of the former Gould Inc., agreed to complete the remedial activities required under the 1993 consent

Whereas, the administrative record for the Property titled Westinghouse Electric Corp. NSD is maintained at Ohio EPA's Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087.

Now therefore, Cleveland Commerce One LLC 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 approximately 1.25 acres of real property, a portion of current parcel number 116-28-004 owned by Cleveland Commerce One LLC and located at 18901 Euclid Avenue, Cleveland, Ohio in Cuyahoga County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein.

3. **Owner.** Cleveland Commerce One LLC ("Owner"), which is located at 4020 Kinross Lakes Parkway, Suite 200, Richfield, OH 44286, is the owner of the Property.

4. **Holder.** 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 units as described in the consent order and the Final Work Plan, Owner hereby imposes and agrees to comply with the following activity and use limitations on the Property:

   A. The Property attached hereto as Exhibit A must not be used for residential 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, preschools and (K-12) educational facilities;
   (iii) Correctional facilities;
   (iv) Transient or other residential facilities; and
(v) Production of food-chain products by agricultural means for animal or human consumption, except for composting, hydroponic, aquaculture, or indoor agriculture activities that do not use onsite soils.

B. Ground Water Prohibition. No person shall drill, construct, install, develop, operate or use any ground water well, or extract, cause the extraction of, or use any ground water, located at or underlying the Property for any purpose, except groundwater extraction for characterization, monitoring or further remediation.

C. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 11 below, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA and Gould Electronics within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to 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. 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 or any Transferee shall submit to Ohio EPA and Gould Electronics on an annual basis a written certification which complies with Ohio Administrative Code 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 , 20 , RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CUYAHOGA COUNTY RECORDER ON , 2014, IN [DOCUMENT , or BOOK , PAGE ]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. The Property attached hereto as Exhibit A must not be used for residential 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, preschools and (K-12) educational facilities;
   
   (iii) Correctional facilities;
   
   (iv) Transient or other residential facilities; and
   
   (v) Production of food-chain products by agricultural means for animal or human consumption, except for composting, hydroponic, aquaculture, or indoor agriculture activities that do not use onsite soils.

B. **Ground Water Prohibition.** No person shall drill, construct, install, develop, operate or use any ground water well, or extract, cause the extraction of, or use any ground water, located at or underlying the Property for any purpose, except groundwater extraction for characterization, monitoring or further remediation.

C. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 11 below, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA and Gould Electronics within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.
Owner or any Transferee shall notify Ohio EPA and Gould Electronics Inc. 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 that shows the boundaries of the property being transferred, and the closing date of the transfer of the ownership of the Property.

11. 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 identified in Exhibit B attached hereto and incorporated by reference herein;

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

D. that the Owner has identified all other persons, identified in Exhibit B, that own an interest in or hold an encumbrance on 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 the 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, with the Cuyahoga County Recorder's Office 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.

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; any lessee; each unit of local government in which the Property is located including the City of Cleveland; each person who signed the Environmental Covenant including Gould Electronics Inc.; each person holding a recorded interest in the Property; and any other person designated by Ohio EPA.

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

Ohio Environmental Protection Agency  
Division of Environmental Response and Revitalization  
P.O. Box 1049  
Columbus, Ohio 43216-1049

Ohio Environmental Protection Agency  
Northeast District Office  
Division of Environmental Response and Revitalization  
2110 East Aurora Road  
Attn: DERR Manager  

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IT IS SO AGREED:

CLEVELAND COMMERCE ONE LLC

Justin Lichter, Authorized Agent

State of California ss:
County of Nevada

Before me, a notary public, in and for said county and state, personally appeared Justin Lichter, a duly authorized representative of Cleveland Commerce One LLC, who acknowledged to me that he/she did execute the foregoing instrument on behalf of Cleveland Commerce One LLC.

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

Lorissa J. Swalander, Notary Public
Comm. # 2061348 Notary Public California Nevada County
My Comm. Expires Mar. 16, 2018
State of Ohio

County of Franklin

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 12th day of DECEMBER, 2016.

This instrument prepared by:

John Rego
901 Lakeside Avenue
Cleveland, Ohio 44114
(216) 586-3900
EXHIBIT A

Property legal description and figure
EXHIBIT FOR AREA "A" AND "B"
FOR:
CLEVELAND COMMERCE ONE, LLC
CLEVELAND, OHIO

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA AND STATE OF OHIO.

NORTH IS BASED UPON STATE PLANE COORDINATE SYSTEM FOR THE NORTHERN ZONE OF OHIO.

AREA "A" LINE TABLE

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CLEVELAND COMMERCE ONE, LLC
18901 EUCLID AVENUE
AFN 200209271080
PPN - 116-28-004

PREPARED BY:
ALBAN SURVEYING CO.
Engineers and Surveyors
38052 Euclid Avenue, Suite 200
Willoughby, Ohio 44094
Phone: 440-946-0752

STATE OF OHIO
PROFESSIONAL SURVEYOR

1 inch = 100 ft.
LEGAL DESCRIPTION

For:
Area “A”
380.0 sq. ft.

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:
Known as being part of property owned by Cleveland Commerce One, LLC, as recorded in document number 200209271080 of Cuyahoga County Records:

Beginning at the southwesterly corner of property owned by Cleveland Commerce One, LLC and the northerly line of Norfolk & Western Railroad right of way (N:691577.1742, E: 2227116.1447); THENCE, N 13°42'32" E, a distance of 682.70 feet to the Principal Place of Beginning;

THENCE, the following courses and distances:

Line Course: N 00-13-28 E Length: 20.00;

Line Course: S 89-46-32 E Length: 14.80;

Line Course: S 00-13-28 W Length: 10.00;

Line Course: S 89-46-32 E Length: 5.20;

Line Course: S 00-13-28 W Length: 10.00;

Line Course: N 89-46-32 W Length: 20.00, to the Principal Place of Beginning and containing 380.00 square feet of land as calculated and described by John R. Alban Professional Surveyor 7651.
LEGAL DESCRIPTION

For:
Area "B"
1.2829 Acres

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:
Known as being part of property owned by Cleveland Commerce One, LLC, as recorded
in document number 200209271080 of Cuyahoga County Records:

Beginning at the southwesterly corner of property owned by Cleveland Commerce One,
LLC and the northerly line of Norfolk & Western Railroad right of way (N: 691577.1742,
E: 2227116.1447); THENCE, N 44°54'45" W, a distance of 433.23 feet to a point;
THENCE, N 00°58'11" W, a distance of 260.24 to a point, THENCE, N 58°07'59" E, a
distance of 40.17 feet to the Principal Place of Beginning;

THENCE, the following courses and distances:

Line Course: N 31-49-52 W Length: 67.20;
Line Course: N 00-58-11 W Length: 234.07;
Line Course: N 51-42-27 E Length: 44.69;
Line Course: N 89-21-05 E Length: 51.35;
Line Course: S 00-02-37 E Length: 77.33;
Line Course: S 89-46-32 E Length: 19.30;
Line Course: S 00-13-28 W Length: 38.34;
Line Course: S 89-29-40 E Length: 215.43;
Line Course: S 01-15-21 E Length: 21.60;
Line Course: S 49-23-07 W Length: 320.17;

Line Course: N 54-08-24 W Length: 48.22, to the Principal Place of Beginning and
containing 1.28929 acres of land as calculated and described by John R. Alban
Professional Surveyor 7651.
EXHIBIT B

List of Encumbrances