Subject: IRG Warren I / IRG Warren Building Environmental Covenants – Signed and Recorded
Site ID Number 278-002937-002
From: Elliott, Ryan D. [mailto:rdelliott@vorys.com]
Sent: Monday, April 06, 2015 4:05 PM
To: Anderson, Todd
Subject: IRG/Warren - Recorded Environmental Covenants

Todd,

Please find attached file and date-stamped copies of the Environmental Covenants for the IRG Warren I, LLC and IRG Warren Building, LLC parcels at the RCRA permitted facility in Warren, Ohio. I am attaching these as courtesy copies for your file. The ECs will be distributed to Ohio EPA and all recorded interest holders tomorrow via certified mail in accordance with paragraph 18 of the ECs.

Thanks again for your assistance in getting these finalized. Feel free to contact me if you have any questions.

From the law offices of Vorys, Sater, Seymour and Pease LLP.

CONFIDENTIALITY NOTICE: This e-mail message may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.
ENVIRONMENTAL COVENANT

This Environmental Covenant ("Covenant") is entered into by IRG Warren Building, LLC, having offices at 4780 Hinckley Industrial Parkway, Suite 100, Cleveland, Ohio 44109, ("Owner" and "Holder") 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 described herein to the activity and use limitations set forth herein,

Whereas, Owner is the owner of certain real property located at 3566 Larchmont Avenue, Trumbull County, Ohio, and legally described in Exhibit A hereto and referred to herein as the "Property";

Whereas, the Property is one part of a larger tract of real estate located at North River Road and Larchmont Avenue, Warren, Trumbull County, Ohio (U.S. EPA ID No.: OHH 000 817 346) (hereinafter referred to as the "Facility"). The Facility encompasses the Property and other parcels of real estate;

Whereas, Delphi Automotive Systems, LLC ("Delphi") was issued a "Hazardous Waste Facility Installation and Operation Permit" Ohio Permit No. 02-78-0124 (the "Permit"), by Ohio EPA requiring Delphi to complete closure and Corrective Action at the Facility for the release of hazardous wastes and constituents from waste management units identified in the Permit;

Whereas, Delphi completed a Resource Conservation and Recovery Act Facility Investigation ("RFI") at the Facility to collect sufficient data to identify potential releases from waste management units and areas of concern, and to evaluate any potential risks posed by site conditions;

Whereas, the RFI of the Facility included a waste management unit referred to as the former Bulk Materials Transfer Station ("BMST");

Whereas, Delphi has performed certain corrective measures on the Facility, including, but not limited to, measures pertaining to the BMST;

Whereas, Ohio EPA accepted the closure certification of four surface impoundments on the Property. The closed surface impoundments are currently under post-closure care under an Ohio EPA-approved plan and the Permit;
Whereas, the human health risk assessment performed by Delphi for the BMTS assumed that the Facility would not be used for residential use until such time as risk values for unrestricted land use are achieved;

Whereas, Delphi sold part of the Facility, a portion of which constituting the Property, to IRG Warren I, LLC in 2011. IRG Warren I, LLC, having offices at 4780 Hinkley Industrial Parkway, Suite 100, Cleveland, Ohio 44109, ("Holder") then sub-divided its portion of the Facility into two separate parcels – Parcel A-1 and Parcel B-1 (See Exhibit B, Lot Split Plat) and transferred Parcel A-1 (the Property) to IRG Warren Building, LLC. IRG Warren I, LLC is responsible for Parcel B-1 and for the post-closure requirements related to the four former surface impoundments located on Parcel A-1. IRG Warren Building, LLC is responsible for Parcel A-1, except the post-closure obligations for four former surface impoundments on Property;

Whereas, on April 16, 2012, Ohio EPA approved Delphi's request to modify the Permit by adding IRG to the Permit and dividing the Facility such that IRG is the Co-Permittee for the IRG-owned portion of the Facility, and Delphi is the Co-Permittee for the Delphi-owned portion of the Facility;

Whereas, notwithstanding the post-closure requirements for the four closed surface impoundments on the Property, the remedy selected in the Permit for the entire Facility is the implementation of certain groundwater use restrictions and a land use restriction that prohibits residential and certain restricted agricultural activities on the Property;

Whereas, the Administrative Record of the closure and Corrective Action at the Facility is maintained in the file titled "Delphi Automotive Systems LLC, OHD 000 817 346 Trumbull County," at the Ohio EPA, Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087;

Whereas, the implementation of appropriate use restrictions that restrict groundwater and land use on the Property is required to protect human health and the environment; and

Whereas, Delphi and Ohio EPA executed an environmental covenant restricting the groundwater and land use of the Delphi-owned portion of the Facility, effective July 1, 2014.

Now therefore, Owner and Holder, IRG Warren I, 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 Covenant concerns a parcel of real property located at 3566 Larchmont Avenue, Warren, Trumbull County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").
3. **Owner.** IRG Warren Building, LLC, having offices at 4780 Hinckley Industrial Parkway, Suite 100, Cleveland, Ohio 44109, ("Owner"), owns the Property.

4. **Holders.** Pursuant to ORC § 5301.81, Owner and IRG Warren I, LLC, whose addresses are listed above, are Holders of this Covenant. In the event of a future transfer of the Property such that Holders would no longer own or operate on the Property, IRG Warren Building, LLC and IRG Warren I, LLC, shall remain Holders for purposes of this Covenant.

5. **Activity and Use Limitations.** As part of the closure and Corrective Action for the release of hazardous wastes and constituents from solid waste management units located on the Property, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Property:

   A. The Property shall not be used for Residential Activities or Restricted Agricultural Activities. The term "Residential Activities" shall include, but not be limited to, the following:

      (1) Single and multi-family dwelling and rental units;
      (2) Day care centers and preschools;
      (3) Child educational (except as a part of industrial or commercial activities within the Property) and religious facilities;
      (4) Outdoor parks and playgrounds;
      (5) Correctional facilities;
      (6) Hospitals and other extended care medical facilities;
      (7) Transient or other residential facilities.

   The term "Restricted Agricultural Activities" shall mean the production of food-chain products by outdoor soil based agricultural means for animal and human consumption.

   B. Unless approved in writing by Ohio EPA, the extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying unit for any purpose, other than monitoring or pursuant to a groundwater remediation action, on the Property is prohibited. Ohio EPA will consider the potential exposure risks before extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying geologic unit is allowed. Groundwater use below the Berea-Cussewago Sandstone Formation is not restricted.

   C. In the event that any activity constitutes a violation of these use and activity restrictions on the Property, Owner or Transferee shall notify Ohio EPA within 30 days of becoming aware of the event, and shall remedy the breach of the Covenant within 60 days of becoming aware of the event, or within such other time frame as may be agreed to between the Owner or Transferee and with the Ohio EPA.
6. **Running with the Land.** This 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 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 Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Covenant or the 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 Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. **Rights of Access.** Owner, or Transferee, if applicable, hereby grants to the Ohio EPA, its agents, contractors, and employees, and to the Holder(s), the right of reasonable access to the Property, at reasonable times, for implementation or enforcement of this Covenant, and shall require such access as a condition of any transfer of the Property or any portion thereof.

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 for the Property remain in place and are being complied with.

10. **Recordation of Environmental Covenant.** Within 30 days after the date of the final required signature upon this Covenant, Owner shall record, in the office of the Trumbull County Recorder, this Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall distribute to Ohio EPA a file and date-stamped copy of the Covenant to show that the Covenant has been filed for recording.

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 Covenant, and provide the recorded location of this 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 TRUMBULL COUNTY RECORDER ON __________, 20__, IN DOCUMENT _____, or BOOK __________, PAGE __________. THE COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:
```

4
The Property shall not be used for Residential Activities or Restricted Agricultural Activities. The term “Residential Activities” shall include, but not be limited to, the following:

(1) Single and multi-family dwelling and rental units;
(2) Day care centers and preschools;
(3) Child educational (except as a part of industrial or commercial activities within the Property) and religious facilities;
(4) Outdoor parks and playgrounds;
(5) Correctional facilities;
(6) Hospitals and other extended care medical facilities;
(7) Transient or other residential facilities.

The term “Restricted Agricultural Activities” shall mean the production of food-chain products by outdoor soil based agricultural means for animal and human consumption.

Unless approved in writing by Ohio EPA, the extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying unit for any purpose, other than monitoring or pursuant to a groundwater remediation action, on the Property is prohibited. Ohio EPA will consider the potential exposure risks before extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying geologic unit is allowed. Groundwater use below the Berea-Cussewago Sandstone Formation is not restricted.

In the event that any activity constitutes a violation of these use and activity restrictions on the Property, Owner or Transferee shall notify Ohio EPA within 30 days of becoming aware of the event, and shall remedy the breach of the Covenant within 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 or Transferee (whichever is the current owner of the Property or any portions thereof) shall notify the Ohio EPA within 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 hereeto that:

A. the Owner is the sole owner of the Property;
B. the Owner holds fee simple title to the Property, which is subject to the interests or encumbrances identified in Exhibit C hereto and incorporated by reference herein;

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

D. this 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. Encumbrances. The Parties agree that a holder of an encumbrance identified in Exhibit C shall be permitted to conduct activities on, and make uses of, the Property for the limited purposes provided in said encumbrance. When a holder of an encumbrance performs any activity on the Property, the Owner and the Holder shall, or shall cause the Encumbrance holder to, restore the Property as quickly as possible to its original condition.

14. Amendment or Termination. This Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holders, and Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the 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 Covenant.

This 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 Holders of the Property or portion thereof, as applicable. Within 30 days of signature by all requisite parties on any amendment or termination of this Covenant, the Owner or Transferee shall file such instrument for recording with the Trumbull County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

15. Severability. If any provision of this 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.

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

17. Effective Date. The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded as a deed record for the Property with the Trumbull County Recorder.

18. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Covenant to: Ohio EPA; any lessee; each person who signed the 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.

19. **Notice.** Any document or communication required by this Covenant to be submitted to Ohio EPA or otherwise to Holders shall be submitted to:

Ohio Environmental protection Agency  
Lazarus Government Center  
Division of Environmental Response and Revitalization  
P.O. Box 1049  
Columbus, Ohio 43216-1049  

and  

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

and  

IRG Warren Building, LLC  
4780 Hinckley Industrial Parkway, Suite 100  
Cleveland, Ohio 44109  
Attn: Lawrence Kovacs, or successor  

and  

IRG Warren I, LLC  
4780 Hinckley Industrial Parkway, Suite 100  
Cleveland, Ohio 44109  
Attn: Lawrence Kovacs, or successor  

With a copy to:  

Ryan Elliott, Esq.  
Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
P.O. Box 1008  
Columbus, Ohio 43216-1008  

The undersigned representatives of Holders IRG Warren Building, LLC and IRG Warren I, LLC represent and certify that he/she is authorized to execute this Covenant.
IT IS SO AGREED:

IRG WARREN BUILDING, LLC,

Signature of Owner and Holder

Stuart Lichter Authorized 3-10-15
Printed Name and Title Managing Member Date

State of Ohio )

ss,

County of

Before me, a notary public, in and for said county and state, personally appeared , a duly authorized representative of IRG Warren Building, LLC, who acknowledged to me that he did execute the foregoing instrument on behalf of IRG Warren Building, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this day of , 2014.

Notary Public
State of Ohio
My Commission Expires

Attachment for Notary
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Los Angeles

On March 17, 2015 before me, Denise M. Alvarez-Cruz, a Notary Public, personally appeared Stuart Jay Lichter

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: __________________________________________ Document Date: __________________________

Number of Pages: _________ Signer(s) Other Than Named Above: ________________________________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: __________________________________________ Signer’s Name: ______________________________________

☐ Corporate Officer — Title(s): _______________________________ ☐ Corporate Officer — Title(s): _______________________________

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: __________________________________________

Signer Is Representing: __________________________________________ Signer Is Representing: __________________________________________
IRG WARREN I, LLC

Signature of Holder

Stuart Lichter, Authorized Managing Member

Printed Name and Title

Managing Member

Date

3-17-15

State of Ohio

County of

ss,

Before me, a notary public, in and for said county and state, personally appeared

_________________________, a duly authorized representative of IRG Warren I, LLC, who

acknowledged to me that he did execute the foregoing instrument on behalf of IRG Warren I,

LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal

this _____ day of __________, 2014.

Notarized for Notary

Notary Public
State of Ohio
My Commission Expires __________
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Los Angeles

On March 17, 2015 before me, Denise M. Alvarez-Chavez, a Notary Public

personally appeared Stewart Jay Lichte

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature(s) on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature of Notary Public]

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: _______ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________
☐ Corporate Officer — Title(s): ____________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: ____________________________
☐ Corporate Officer — Title(s): ____________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: ____________________________

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
State of Ohio, ss,
County of Franklin, ss,

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 14th day of April, 2015.

Notary Public, State of Ohio

This instrument prepared by:
Ryan D. Elliott, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay St.
Columbus, Ohio 43216-1008
Exhibit A
Legal Description of the Property
(92.552 acres)

Situated in the Township of Howland and the Township of Bazetta, County of Trumbull
and State of Ohio: Known as being a part of Section No. 1 in the Original Survey of said
Howland Township, and a part of Section No. 99 and 100 in the Original Survey of
Bazetta Township, bounded and described as follows:

Beginning at a boat spike found at the centerline intersection of North River Road (60°) ~
C.H. 142 and Larchmont Avenue Ext. (width varies) ~ C.H. 1469, said point being
located on the southerly line of said Lot No. 1, THENCE, N 00°32’00” W, along the
centerline of said Larchmont Road, a distance of 1817.65 feet to a point, said point also
being the principal point of beginning;

THENCE, N 00°32’00” W, continuing along the centerline of said Larchmont Avenue
Ext., a distance of 1701.68 feet to a point;

THENCE, N 89°28’00” E, a distance of 24.99 feet to a 5/8” iron pin set on the easterly
line of said Larchmont Avenue Ext., said point also being located on the limited access
right-of-way of State Route 5;

THENCE, along State Route 5 the following 2 courses:
(1) N 14°13’26” E, a distance of 61.90 feet to a 5/8” iron pin set;
(2) N 11°09’30” E, a distance of 102.18 feet to a 5/8” iron pin found;

THENCE, S 00°32’00” E, a distance of 1313.43 feet to a 5/8” iron pin set on the
northerly line Poplar Avenue (25°);

THENCE, S 89°19’16” W, along said HarSCO property and property owned by West
Materials, Inc as recorded in instrument number 20001200043978 of Trumbull County
Records and the northerly line of Poplar Avenue (25°), a distance of 373.52 feet to a 5/8”
iron pin set at an angle point therein, said point also being the northeasterly corner of the
vacated portion of Poplar Avenue by deed volume 977, page 964 of Trumbull County
Plat Records;
THENCE, S 01°11'30" E, along the vacated Poplar Avenue, a distance of 25.20 feet to a 5/8" iron pin set at an angle point therein; said point also being the northeasterly corner of sublot number 497 in the Community Subdivision No. 1 as recorded in volume 12, page 18-19 of Trumbull County Plat Records;

THENCE, S 89°34'30" W, along the southerly line of vacated Poplar Avenue and the northerly line of said sublot number 497, a distance of 112.51 feet to a 5/8" iron pin set at an angle point therein, said point also being the northeasterly corner of vacated Phoenix Road by deed volume 977, page 964 of Trumbull County Plat Records;

THENCE, S 01°11'30" E, along sublot numbers 497 through 491 in the Community Subdivision No. 1 as recorded in volume 12, page 18-19 of Trumbull County Plat Records, a distance of 232.37 feet to a 5/8" iron pin set at an angle point therein, said point also being the southeasterly corner of the vacated portion of said Phoenix Road;

THENCE, S 89°28'52" W, along the vacated portion of said Phoenix Road, a distance of 25.00 feet to a 5/8" iron pin set at an angle point therein;

THENCE, S 56°47'24" W, a distance of 413.55 feet to a Magna Nail set;

THENCE, S 00°30'11" E, a distance of 84.00 feet to a Magna Nail set;

THENCE, S 89°29'49" W, a distance of 1474.39 feet (passing through a 5/8" iron pin set at 1449.39 feet) to the Principal Place of Beginning and containing 91.952 acres of land, of which 69.899 acres are in Bazetta Township (40.578 in Section No. 99 and 29.321 acres in Section No. 100) and 22.053 are in Howland Township and 0.976 acres are in the public right-of-way, based on a survey conducted in August of 2011 by John R. Alban Professional Surveyor 7651.
Bearings are based upon the centerline of Larchmont Avenue Ext. (C.H. 1469) being N 00°32'00" W as recorded in O.R. volume 1336, page 660 of Trumbull County Records.

All pins set are 5/8" X 30" rebar with yellow cap marked "J. Alban 7651."

Prior deed reference: Document number 201112210024607

PPNs: 31-103625 and 28-903446
Exhibit B

Lot Split Plat
Encumbrances to the Property

1. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

2. Open-End Mortgage and Security Agreement from IRG Warren Building LLC, an Ohio limited liability Company to The Farmers National Bank of Canfield, dated February 21, 2012, and recorded February 21, 2012 as Instrument No. 201202210003486 of Trumbull County Records, to secure the sum of $6,674,464.00 and all obligations secured thereby.

3. Title to that portion of the insured premises within the bounds of any legal highways.

4. Grant of Right to Construct Drainage, filed for record December 11, 1937 in Volume 408, Page 49 of Trumbull County Records.

5. Grant of Right to Construct Drainage, filed for record December 11, 1937 in Volume 408, Page 50 of Trumbull County Records.


7. Grant of Right to Construct Drainage, filed for record December 11, 1937 in Volume 408, Page 52 of Trumbull County Records.


9. Grant of Right to Construct Drainage, filed for record December 11, 1937 in Volume 408, Page 54 of Trumbull County Records.

10. Easement to The Ohio Public Service Company filed for record January 12, 1949, in Volume 504, Page 249 of Trumbull County Records.


12. Agreement Regarding Access, Easements and Shared Use of Sanitary and Storm Sewer Systems between Delphi Properties Management LLC, a Delaware limited liability company and IRG Warren I, LLC, an Ohio limited liability company dated August 29, 2011 and recorded September 26, 2011 as Instrument No. 201109260018455, of the Trumbull County Records.
ENVIRONMENTAL COVENANT

This Environmental Covenant ("Covenant") is entered into by IRG Warren I, LLC, having offices at 4780 Hinckley Industrial Parkway, Suite 100, Cleveland, Ohio 44109, ("Owner" and "Holder") 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 described herein to the activity and use limitations set forth herein,

Whereas, Owner is the owner of certain real property located at 3566 Larchmont Avenue, Trumbull County, Ohio, and legally described in Exhibit A hereto and referred to herein as the "Property";

Whereas, the Property is one part of a larger tract of real estate located at North River Road and Larchmont Avenue, Warren, Trumbull County, Ohio (U.S. EPA ID No.: OHD 000 817 346) (hereinafter referred to as the "Facility"). The Facility encompasses the Property and other parcels of real estate;

Whereas, Delphi Automotive Systems, LLC ("Delphi") was issued a "Hazardous Waste Facility Installation and Operation Permit" Ohio Permit No. 02-78-0124 (the "Permit"), by Ohio EPA requiring Delphi to complete closure and Corrective Action at the Facility for the release of hazardous wastes and constituents from waste management units identified in the Permit;

Whereas, pursuant to the Permit, the Delphi completed a Resource Conservation and Recovery Act Facility Investigation ("RFI") at the Facility to collect sufficient data to identify potential releases from waste management units and areas of concern, and to evaluate any potential risks posed by site conditions;

Whereas, the RFI of the Facility included a waste management unit referred to as the former Bulk Materials Transfer Station ("BMTS");

Whereas, Delphi has performed certain corrective measures on the Property, including, but not limited to, measures pertaining to the BMTS;
Whereas, the human health risk assessment performed by Delphi for the BMTS assumed that the Property would not be used for residential use until such time as risk values for unrestricted land use are achieved;

Whereas, Delphi sold part of the Facility, a portion of which constituting the Property, to IRG Warren I, LLC in 2011. IRG Warren I, LLC then sub-divided its portion of the Facility into two separate parcels – Parcel A-1 and Parcel B-1 (See Exhibit B, Lot Split Plat) and transferred Parcel A-1 to IRG Warren Building, LLC, while retaining its, right, title, and interest in Parcel B-1 (the Property);

Whereas, on April, 16, 2012, Ohio EPA approved Delphi’s request to modify the Permit by adding IRG to the Permit and dividing the Facility such that IRG is the Co-Permittee for the IRG-owned portion of the Facility, including the Property, and Delphi is the Co-Permittee for the Delphi-owned portion of the Facility;

Whereas, the remedy selected by Ohio EPA for the Property is the implementation of certain groundwater use restrictions and a land use restriction that prohibits residential and certain restricted agricultural activities on the Property;

Whereas, the Administrative Record of the closure and Corrective Action at the Property is maintained in the file titled “Delphi Automotive Systems LLC, OHD 000 817 346 Trumbull County,” at the Ohio EPA, Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087;

Whereas, the implementation of appropriate use restrictions that restrict groundwater and land use on the Property is required to protect human health and the environment; and

Whereas, Delphi and Ohio EPA executed an environmental covenant restricting the groundwater and land use of the Delphi-owned portion of the Facility, effective July 1, 2014.

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 Covenant concerns a parcel of real property located at 3566 Larchmont Avenue, Warren, Trumbull County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein (“Property”).

3. Owner. IRG Warren I, LLC, having offices at 4780 Hinckley Industrial Parkway, Suite 100, Cleveland, Ohio 44109, (“Owner”), owns the Property.

4. Holder. Pursuant to ORC § 5301.81, the Owner, whose addresses is listed above, is a Holder of this Covenant. In the event of a future transfer of the Property such that the Owner
would no longer own the Property, IRG Warren I, LLC, shall remain Holder for purposes of this Covenant.

5. **Activity and Use Limitations.** As part of the closure and Corrective Action for the release of hazardous wastes and constituents from solid waste management units identified in the Permit, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Property:

A. The Property shall not be used for Residential Activities or Restricted Agricultural Activities. The term “Residential Activities” shall include, but not be limited to, the following:

   (1) Single and multi-family dwelling and rental units;
   (2) Day care centers and preschools;
   (3) Child educational (except as a part of industrial or commercial activities within the Property) and religious facilities;
   (4) Outdoor parks and playgrounds;
   (5) Correctional facilities;
   (6) Hospitals and other extended care medical facilities;
   (7) Transient or other residential facilities.

The term “Restricted Agricultural Activities” shall mean the production of food-chain products by outdoor soil based agricultural means for animal and human consumption.

B. Unless approved in writing by Ohio EPA, the extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying unit for any purpose, other than monitoring or pursuant to a groundwater remediation action, on the Property is prohibited. Ohio EPA will consider the potential exposure risks before extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying geologic unit is allowed. Groundwater use below the Berea-Cussewago Sandstone Formation is not restricted.

C. In the event that any activity constitutes a violation of these use and activity restrictions on the Property, Owner or Transferee shall notify Ohio EPA within 30 days of becoming aware of the event, and shall remedy the breach of the Covenant within 60 days of becoming aware of the event, or within such other time frame as may be agreed to between the Owner or Transferee and with the Ohio EPA.

6. **Running with the Land.** This 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 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 Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Covenant or the 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 Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. **Rights of Access.** Owner, or Transferee, if applicable, hereby grants to the Ohio EPA, its agents, contractors, and employees, and to the Holder(s), the right of reasonable access to the Property, at reasonable times, for implementation or enforcement of this Covenant, and shall require such access as a condition of any transfer of the Property or any portion thereof.

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 for the Property remain in place and are being complied with.

10. **Recordation of Environmental Covenant.** Within 30 days after the date of the final required signature upon this Covenant, Owner shall record, in the office of the Trumbull County Recorder, this Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall distribute to Ohio EPA a file and date-stamped copy of the Covenant to show that the Covenant has been filed for recording.

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 Covenant, and provide the recorded location of this 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 TRUMBULL COUNTY RECORDER ON , 20_ , IN [DOCUMENT , or BOOK , PAGE ]. THE COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for Residential Activities or Restricted Agricultural Activities. The term “Residential Activities” shall include, but not be limited to, the following:

1) Single and multi-family dwelling and rental units;
2) Day care centers and preschools;
3) Child educational (except as a part of industrial or commercial activities within the Property) and religious facilities;
4) Outdoor parks and playgrounds;
(5) Correctional facilities;
(6) Hospitals and other extended care medical facilities;
(7) Transient or other residential facilities.

The term “Restricted Agricultural Activities” shall mean the production of food-chain products by outdoor soil based agricultural means for animal and human consumption.

Unless approved in writing by Ohio EPA, the extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying unit for any purpose, other than monitoring or pursuant to a groundwater remediation action, on the Property is prohibited. Ohio EPA will consider the potential exposure risks before extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying geologic unit is allowed. Groundwater use below the Berea-Cussewago Sandstone Formation is not restricted.

In the event that any activity constitutes a violation of these use and activity restrictions on the Property, Owner or Transferee shall notify Ohio EPA within 30 days of becoming aware of the event, and shall remedy the breach of the Covenant within 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 or Transferee (whichever is the current owner of the Property or any portions thereof) shall notify the Ohio EPA within 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 that:

A. the Owner is the sole owner of the Property;
B. the Owner holds fee simple title to the Property, which is subject to the interests or encumbrances identified in Exhibit C hereto and incorporated by reference herein;
C. the Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
D. this 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. **Encumbrances.** The Parties agree that a holder of an encumbrance identified in Exhibit C shall be permitted to conduct activities on, and make uses of, the Property for the limited purposes provided in said encumbrance. When a holder of an encumbrance performs any activity on the Property, the Owner and the Holder shall, or shall cause the Encumbrance holder to, restore the Property as quickly as possible to its original condition.

14. **Amendment or Termination.** This Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder, and Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the 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 Covenant.

This 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 Holders of the Property or portion thereof, as applicable. Within 30 days of signature by all requisite parties on any amendment or termination of this Covenant, the Owner or Transferee shall file such instrument for recording with the Trumbull County Recorder’s Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

15. **Severability.** If any provision of this 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.

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

17. **Effective Date.** The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded as a deed record for the Property with the Trumbull County Recorder.

18. **Distribution of Environmental Covenant.** The Owner shall distribute copies of the recorded Covenant to: Ohio EPA; any lessee; each person who signed the 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.

19. **Notice.** Any document or communication required by this Covenant to be submitted to Ohio EPA or otherwise to IRG shall be submitted to:

   Ohio Environmental protection Agency  
   Lazarus Government Center  
   Division of Environmental Response and Revitalization  
   P.O. Box 1049  
   Columbus, Ohio 43216-1049
and

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

and

IRG Warren I, LLC
4780 Hinckley Industrial Parkway, Suite 100
Cleveland, Ohio 44109
Attn: Lawrence Kovacs, or successor

With a copy to:

Ryan Elliott, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008

The undersigned representatives of the Owner represent and certify that he/she is authorized to execute this Covenant.
IT IS SO AGREED:

IRG WARREN I, LLC

Signature of Owner and Holder

Stuart Lichter, Authorized 3-17-15
Printed Name and Title Managing Member Date

State of Ohio )
County of ) ss,

Before me, a notary public, in and for said county and state, personally appeared , a duly authorized representative of IRG Warren I, LLC, who acknowledged to me that he did execute the foregoing instrument on behalf of IRG Warren I, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ____ day of __________, 2014.

[Signature]
Notary Public
State of Ohio
My Commission Expires ________
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles
On March 17, 2015 before me, Denise M. Alvarez-Chavez a Notary Public

personally appeared Stuart Jay Lichter

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by signing his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ___________________________ Document Date: ___________________________

Number of Pages: ____________ Signer(s) Other Than Named Above: ___________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ___________________________ Signer’s Name: ___________________________

☐ Corporate Officer — Title(s): ___________________________ ☐ Corporate Officer — Title(s): ___________________________

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: ___________________________ ☐ Other: ___________________________

Signer Is Representing: ___________________________ Signer Is Representing: ___________________________

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler, Director

State of Ohio

County of Franklin

Date

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 15th day of APRIL, 2015.

Donald L. Vantrease
Notary Public
State of Ohio

My Commission has no expiration date. Section 147.03 R.C.

This instrument prepared by:

Ryan D. Elliott, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay St.
Columbus, Ohio 43216-1008
Exhibit A
Legal Description of the Property
(99.990 acres)

Situated in the Township of Bazetta, County of Trumbull and State of Ohio: Known as being a part of Section No. 99 and 100 in the Original Survey of Bazetta Township, bounded and described as follows:

Beginning at a boat spike found at the centerline intersection of North River Road (60') - C.H. 142 and Larchmont Avenue Ext. (width varies) - C.H. 1469, said point being located on the southerly line of said Lot No. 1, THENCE, N 00°32'00" W, along the centerline of said Larchmont Road, a distance of 3519.33 feet to a point, THENCE, N 89°28'00" E, a distance of 24.99 feet to a 5/8" iron pin set on the easterly line of said Larchmont Avenue Ext., said point also being located on the limited access right-of-way of State Route 5; THENCE, along State Route 5 the following 2 courses: (1) N 14°13'26" E, a distance of 61.90 feet to a 5/8" iron pin set; (2) N 1°09'30" E, a distance of 102.18 feet to a 5/8" iron pin found; said point also being the principal point of beginning;

THENCE, along State Route 5 the following 12 courses:

(1) N 14°56'10" E, a distance of 129.81 feet to a 5/8" iron pin set;
(2) N 42°55'25" E, a distance of 138.06 feet to a 5/8" iron pin found;
(3) N 71°13'55" E, a distance of 467.30 feet to a 5/8" iron pin set;
(4) N 81°31'00" E, a distance of 332.75 feet to a 5/8" iron pin set;
(5) S 87°43'40" E, a distance of 656.83 feet to a 5/8" iron pin set;
(6) Along a curve deflecting to the right having a central angle of 4°10'25", a radius of 12,157.67 feet, an arc of 885.63 feet and a chord which bears S 82°18'33" E, a distance of 885.43 feet to a 5/8" iron pin set;
(7) N 01°16'44" W, a distance of 15.22 feet to a 5/8" iron pin set;
(8) Along a curve deflecting to the right having a central angle of 1°03'51", a radius of 12,157.67 feet, an arc of 225.82 feet and a chord which bears S 79°44'35" E, a distance of 225.82 feet to a 5/8" iron pin set;
(9) S 79°10'25" E, a distance of 221.14 feet to a 5/8" iron pin set;
(10) S 01°10'15" E, a distance of 15.28 feet to a 5/8" iron pin found;
(11) S 79°10'35" E, a distance of 216.87 feet to a 5/8" iron pin set;
(12) S 75°44'20" E, a distance of 325.41 feet to a 5/8" iron pin set on the westerly right-of-way line of Warren and Trumbull Railroad Company property;

THENCE, along the westerly right-of-way line of Warren and Trumbull Railroad Company property the following 4 courses:

(1) S 09°37'00" E, a distance of 48.66 feet to a 5/8" iron pin set;
(2) S 40°12'00" W, a distance of 258.31 feet to a 5/8" iron pin set;
(3) S 49°48'00" E, a distance of 45.00 feet to a 5/8" iron pin set;
(4) S 40°12'00" W, a distance of 846.87 feet to a 5/8" iron pin set on the easterly line of property owned by Harsco Corporation as recorded in instrument number 200704100009681 of Trumbull County Records;

THENCE, S 89°19'30" W, along said Harsco property, a distance of 117.12 feet to a 5/8" iron pin set at an angle point therein;

THENCE, S 00°40'30" E, along said Harsco property, a distance of 40.00 feet to a 5/8" iron pin set at an angle point therein;

THENCE, S 89°19'16" W, along said Harsco property and property owned by West Materials, Inc as recorded in instrument number 20001200043978 of Trumbull County Records and the northerly line of Poplar Avenue (25°), a distance of 2242.54 feet to a 5/8" iron pin set at an angle point therein;

THENCE, N 00°32'00" W, a distance of 1313.43 feet to a 5/8" iron pin set;

THENCE, S 89°02'49" W, a distance of 2269.21 feet to the Principal Place of Beginning and containing 99.990 acres of land, of which 93.570 acres are in Section No. 99 and 6.419 acres in Section No. 100, based on a survey conducted in August of 2011 by John R. Alban Professional Surveyor 7651.

Bearings are based upon the centerline of Larchmont Avenue Ext. (C.H. 1469) being N 00°32'00" W as recorded in O.R. volume 1336, page 660 of Trumbull County Records.

All pins set are 5/8" X 30" rebar with yellow cap marked "J. Alban 7651."

Prior deed reference: Document number _______________.
Exhibit B

Lot Split Plat
Exhibit C

Encumbrances to the Property

1. Taxes and assessments that have become a lien against the property but are not yet due and payable.

2. Open-End Mortgage, Assignment of Rents, Security Agreement and Fixture Filing in the principal amount of $1,900,000.00 executed by IRG Warren I LLC, an Ohio limited liability company, to The Director of Development of the State of Ohio, dated as of August 29, 2011 and recorded September 26, 2011 in Instrument No. 201109260018454 of the Trumbull County Records.

3. Title to that portion of the insured premises within the bounds of any legal highways.

4. Easement to The Ohio Public Service Company, filed for record November 17, 1943, in Volume 6, Page 417, of the Trumbull County Records.

