

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

By Diana Marchese Date: 7-6-11

Instr: 201107120013202 07/12/2011  
P: 1 of 14 F: \$124.00 2:04PM  
Diana Marchese T20110014108  
Trumbull County Recorder EPTHOMAS S

To be recorded with Deed  
Records - ORC § 317.08

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Thomas Steel Strip Corporation and Thomas Processing Company (collectively referred to as the "Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property located at Delaware Avenue N.W., Warren, Trumbull County, Ohio 44485 and legally described in Exhibit A attached hereto (collectively referred to herein as the "Property"); and

Whereas, as a result of operations relating to processing and coil coating steel strips, certain contaminants were disposed and have been released at a former landfill area ("Waste Management Unit 5") on the Property. These contaminants include, but are not limited to, n-hexane, acetone, methylene chloride, cyanide, nickel, chromium and copper. Potential pathways of exposure from the contaminants located within Waste Management Unit 5 on the Property include direct contact and consumption of groundwater; and

Whereas, as a result of the contaminants identified above, Owner was required to implement an Operation and Maintenance Plan covering the Waste Management Unit 5 on the Property through Corrective Action; and

Whereas, Owner submitted a Statement of Current Conditions as a part of corrective action obligations to Ohio EPA and Ohio EPA issued a Decision Document on September 23, 2008; and

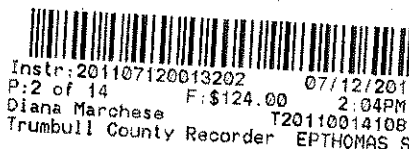
Whereas, Owner is implementing the Decision Document on the Property in accordance with Ohio EPA's hazardous waste requirements contained in ORC Chapter 3734. As part of the corrective action investigation, Owner has agreed to place certain restrictions on the future use of Waste Management Unit 5 on the Property, as described herein; and

rec'd. By Ed Ex. 7/15/11

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Whereas, the Administrative Record of the corrective action is maintained as the file titled Thomas Steel Strip in the Ohio EPA Northeast District Office at 2110 E. Aurora Rd., Twinsburg, OH 44087; and

Whereas, the implementation of appropriate use restrictions that restrict land on the Property is required to protect human health and the environment, based upon a human health risk assessment performed for the Waste Management Unit 5 addressed in the Decision Document.

Now therefore, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns real property at Delaware Avenue N.W., Warren, Trumbull County, Ohio 44485, more particularly described in Exhibit A, attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Thomas Steel Strip Corporation and Thomas Processing Company ("Owner") are the owners of the Property. Owner is located at Delaware Avenue N.W., Warren, Trumbull County, Ohio 44485.

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

5. Activity and Use Limitations. As part of the corrective action of Waste Management Unit 5 on the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. The Property shall not be used for residential 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 part of industrial activities within the Property) and religious facilities;

- v. Outdoor Parks and Playgrounds;
- vi. Correctional Facilities;
- vii. Hospitals and other extended care medical facilities;
- viii. Transient or other residential facilities; and
- ix. Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include but is not limited to, facilities which supply goods or services to the public and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

- B. Excavation of all or any portion of the Property shall be prohibited, except: (i) as may be required in furtherance of corrective action activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.
- C. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

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

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce 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 on an annual basis a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with.

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

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE TRUMBULL COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

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:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as part of industrial activities within the Property) and religious facilities;
- (e) Outdoor Parks and Playgrounds;
- (f) Correctional Facilities;
- (g) Hospitals and other extended care medical facilities;
- (h) Transient or other residential facilities; and
- (i) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include but is not limited to, facilities which supply goods or services to the public and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

Excavation of all or any portion of the Property shall be prohibited, except: (i) as may be required in furtherance of corrective action activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.

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

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

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

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons, identified in Exhibit B, described above, that hold any interest (e.g. encumbrance) in the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Trumbull County Recorder's Office, and shall provide a true file and date-stamped copy of the recorded instrument to Ohio EPA.

14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

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

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

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

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

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

and

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 Materials and Waste Management  
2110 E. Aurora Road  
Twinsburg, Ohio 44087

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

IT IS SO AGREED:

THOMAS STEEL STRIP CORPORATION

Louis J. Capuano  
Signature of Owner

Louis J. Capuano, Vice President, Manufacturing  
Printed Name and Title

June 17, 2011  
Date

State of Ohio       )  
                              )  
County of Trumbull) ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of Thomas Steel Strip Corporation, who acknowledged to me that he did execute the foregoing instrument on behalf of Thomas Steel Strip Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 17 day of June, 2011.

Sherry A. Hickey  
Notary Public

SHERRY A. HICKEY, Notary Public  
STATE OF OHIO  
My Commission Expires March 13, 2013



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

IT IS SO AGREED:

THOMAS STEEL STRIP CORPORATION

William Boyd  
Signature of Owner

William Boyd, President + CEO  
Printed Name and Title

6/20/11  
Date

State of Ohio )  
                          )  
County of Trumbull) ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of Thomas Steel Strip Corporation, who acknowledged to me that he did execute the foregoing instrument on behalf of Thomas Steel Strip Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 20 day of June, 2011.

Sherry A. Hickey  
Notary Public

SHERRY A. HICKEY, Notary Public  
STATE OF OHIO  
My Commission Expires March 13, 2013

THOMAS PROCESSING COMPANY

Louis J. Capuano  
Signature of Owner

Louis J. Capuano Vice President, Manufacturing June 17, 2011  
Printed Name and Title Date

State of Ohio )  
County of Trumbull) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 17 day of June, 2011.

Sherry L. Lundy  
Notary Public

**THOMAS PROCESSING COMPANY**

William Boyd  
Signature of Owner

William Boyd, President + CEO  
Printed Name and Title

6/20/11  
Date

State of Ohio )  
County of Trumbull ) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 20 day of June, 2011.

Sherry A. Hickey  
Notary Public

SHERRY A. HICKEY, Notary Public  
STATE OF OHIO  
My Commission Expires March 13, 2013

OHIO ENVIRONMENTAL PROTECTION AGENCY

Scott J. Nally  
Scott J. Nally, Director

7/1/11  
Date

State of Ohio )

) ss:

County of Franklin )

Before me, a notary public, in and for said and state, personally appeared Scott J. Nally, 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 1 day of July, 2011.

Brian C. Cook  
Notary Public

BRIAN C. COOK, Attorney-At-Law  
NOTARY PUBLIC, STATE OF OHIO  
My Commission has no expiration date.  
Section 147.03 R: C.

This Instrument Prepared by:

Todd A. Anderson  
Attorney  
Ohio Environmental Protection Agency  
50 W. Town Street  
Columbus, Ohio 43215

EXHIBIT A

Waste Management Unit No. 5 Property Description

A tract of land situated in the Township of Warren, County of Trumbull and State of Ohio and more fully described as follows:

Beginning at a 3-1/2" Disk set in concrete located at the Northeast corner of Summit Street and Tod Avenue and further known as Trumbull County Survey Monument Number 123 with a Northing of 578626.36 and an Easting of 2427386.30; thence South 82°15'26" West, 3790.32 feet to a point and principal place of beginning; thence proceeding along the following described courses:

Course No.1: S 79°55'57" W	Distance: 98.49 feet
Course No.2: N 87°15'09" W	Distance: 249.26 feet
Course No.3: N 1°03'31" E	Distance: 52.09 feet
Course No.4: N 1°35'04" E	Distance: 48.87 feet
Course No.5: N 3°04'17" W	Distance: 28.29 feet
Course No.6: N 37°46'55" W	Distance: 84.99 feet
Course No.7: N 43°54'06" W	Distance: 63.50 feet
Course No.8: N 27°15'26" W	Distance: 40.82 feet
Course No.9: N 0°16'31" W	Distance: 50.14 feet
Course No.10: N 29°15'06" E	Distance: 30.29 feet
Course No.11: N 23°49'07" E	Distance: 16.19 feet
Course No.12: N 4°44'04" E	Distance: 37.26 feet
Course No.13: N 22°09'00" E	Distance: 30.15 feet
Course No.14: S 88°35'53" E	Distance: 51.20 feet
Course No.15: N 61°37'16" E	Distance: 52.80 feet
Course No.16: N 85°20'06" E	Distance: 64.16 feet
Course No.17: S 85°22'33" E	Distance: 52.52 feet
Course No.18: S 75°47'49" E	Distance: 44.19 feet
Course No.19: S 69°19'35" E	Distance: 40.01 feet
Course No.20: S 53°07'50" E	Distance: 58.07 feet
Course No.21: S 38°03'13" E	Distance: 57.24 feet
Course No.22: S 19°07'42" E	Distance: 149.31 feet
Course No.23: S 1°19'46" E	Distance: 105.39 feet
Course No.24: S 2°03'37" E	Distance: 45.53 feet
Course No.25: S 4°30'23" W	Distance: 57.76 feet

To a point and principal place of beginning and containing about 3.94 acres of land according to a Survey by Chagrin Valley Engineering, Limited, (John J. Bischof, P.S. No.7624) on October 29, 2008, being the same more or less.

The bearing system used herein is based on Trumbull County Survey Monument Numbers 120 and 123.

**EXHIBIT B**

**Exceptions**

Instr: 201107120013202 07/12/2011  
P: 14 of 14 F: \$124.00 2:04PM  
Diana Marchese T20110014108  
Trumbull County Recorder EPTOMAS S

1. Easement granted to The Ohio Public Service Company, disclosed by instrument recorded in Volume 496, Page 1 of Trumbull County Records.
2. Reservation of mineral rights in deed from Thomas Steel Strip Corporation to Thomas Processing Company, recorded in Volume 59, Page 348 of Trumbull County Records.
3. Easement granted to Ohio Edison Company, disclosed by instrument recorded in Volume 495, Page 486 of Trumbull County Records.
4. Easement granted to Ohio Edison Company, disclosed by instrument recorded in Volume 882, Page 325 of Trumbull County Records.
5. Deed notice filed for public notice of Waste Management Unit No. 5, recorded as Instrument No. 200812170028497 of Trumbull County Records.
6. Mortgage deed to Ohio Development Financing Commission in the amount of \$180,000.00 (covering part of Waste Management Unit 5 and more land premises), recorded in Volume 91, Page 21 of Trumbull County Records.
7. Delinquent taxes of \$1,544.61 (covering part of Waste Management Unit 5 and more land premises- 57.9153 acres- Parcel No. 43-314222).
8. Delinquent taxes of \$18,871.51 (covering part of Waste Management Unit 5 and more land premises- 28.9247 acres- Parcel No. 43-316782).