ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by BASF Corporation ("Owner" and "Holder") having offices at 100 Park Avenue, Florham Park, New Jersey 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 consisting of a parcel of land situated at 120 Pine Street, Elyria in Lorain County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Property"); and

Whereas, in the mid-1980s a prior owner of the Property submitted to the United States Environmental Protection Agency ("U.S. EPA") a certification under the Resource Recovery and Conservation Act ("RCRA"), identifying potential releases of hazardous wastes or constituents at the Property;

Whereas as a result of the identification of potential releases at the Property, a soil and groundwater investigation was conducted at the Property, which found metals contamination at the Property that was ubiquitous throughout the Property;

Whereas, the constituents of concern that were identified by the investigation at concentrations that exceeded the acceptable risk level for on-site workers under the industrial scenario consisted of arsenic in on-site surface soil and flood plain soil and arsenic, cadmium, and copper in river bank soil;

Whereas the prior owner proposed a remedial action that, among other things, consisted of capping the entire site and imposing an institutional control prohibiting residential use of the Property, which U.S. EPA approved;

Whereas USEPA subsequently incorporated the approved remedy into a Hazardous Waste Permit issued by USEPA that covered the property;

Whereas subsequently, Ohio EPA obtained primacy of the RCRA Corrective Action process in Ohio;

Whereas, Ohio EPA has issued a Hazardous Waste Facility Installation and Operation Permit Renewal, Ohio Permit No. 02-47-0028 (the "Ohio Permit") by Ohio EPA, to the Owner, under which Permit Condition E.8 requires Owner to complete the corrective action for the Property approved by the U.S. EPA; and

Whereas, the Administrative Record of the corrective action is maintained as the file titled "BASF, OHD 004 203 519" in the Ohio EPA Northeast district Office, 2110 East
Aurora Road, Twinsburg, Ohio 44087; and

Whereas, the implementation of appropriate use restrictions on the Property is required to protect human health and the environment, based upon a human health risk assessment and an ecological risk assessment performed of the Property;

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

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

2. **Property.** This Environmental Covenant concerns an approximately thirteen (13) acre tract of real property in Lorain County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. **Owner.** BASF Corporation, having offices at 100 Park Avenue, Florham Park, New Jersey is the owner of the Property.

4. **Holders.** Owner, whose address is listed above, is a holder of this Environmental Covenant. In the event of a future transfer of the Property such that the Owner would no longer own the Property, BASF Corporation, shall remain a Holder.

5. **Activity and Use Limitations.** As part of the corrective action for the Property as identified in the Ohio Permit, Owner and Holder 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:

i. Single and multi-family dwelling and rental units;

ii. Day care centers, preschools and infirm or elderly day care facilities;

iii. Hotels and motels;

iv. Educational and religious facilities;

v. Correctional Facilities;

vi. Outdoor parks and playgrounds;

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 parking/driveway use.

B. The consumption, extraction or other use of water underlying the Property for potable purposes shall be prohibited. In addition, the construction and/or use of water wells on the Property is prohibited, except for such groundwater well testing, monitoring, sampling and/or other corrective actions required or approved by any governmental entities with jurisdiction over such matters, including without limitation, U.S. EPA or the Director of the Ohio EPA.

C. Excavation of all or any portion of the Property shall be prohibited, except in conjunction with a health and safety plan that provides notice to construction and maintenance workers and describes health and safety protection measures.

D. 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 (as defined below) 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 Holder 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 § 5301.81 or other applicable law. Failure to timely enforce compliance with this Environmental 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 Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.
8. **Rights of Access.** Owner hereby grants to Ohio EPA, its agents, contractors, and employees, and to Holder, 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 on an annual basis a written certification which complies with the requirements of Ohio Administrative Code Rule 3745-50-42(B)(C)(D) that the activity and use limitations remain in place and are being complied with.

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

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED ____________, 20____, recorded in the deed or official records of the Lorain 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:

i. Single and multi-family dwelling and rental units;

ii. Day care centers, preschools and infirm or elderly day care facilities;

iii. Hotels and motels;

iv. Educational and religious facilities;

v. Correctional Facilities;
vi. Outdoor parks and playgrounds;

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 parking/driveway use.

The consumption, extraction or other use of water underlying the Property for potable purposes shall be prohibited. In addition, the construction and/or use of water wells on the Property is prohibited, except for such groundwater well testing, monitoring, sampling and/or other corrective actions required or approved by any governmental entities with jurisdiction over such matters, including without limitation, U.S. EPA or the Director of the Ohio EPA.

Excavation of all or any portion of the Property shall be prohibited, except in conjunction with a health and safety plan that provides notice to construction and maintenance workers and describes health and safety protection measures. 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.

The then 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 encumbrances listed and described in Exhibit B 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 parties, identified in Exhibit B, described above, that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner’s intention to enter into this Environmental Covenant; and

E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or 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 only by consent of all 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 Environmental Covenant, including the 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 Lorain County Recorder’s Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

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

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

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Lorain 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 real 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 EPA shall be submitted to:

Ohio Environmental Protection Agency  
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

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

IT IS SO AGREED:

BASF Corporation  

[Signature]  
Signature of Owner and Holder

[Printed Name and Title]  
Printed Name and Title

July 27, 2013  
Date

State of Ohio  
County of Cuyahoga

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 27th day of July, 2013.

[Notary Public]

[Seal]
OHIO ENVIRONMENTAL PROTECTION AGENCY

Scott J. Nally, Director  

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 20th day of August, 2013.

Charmé Diane Casteele
Notary Public

This Instrument prepared by:

Todd Anderson  
Attorney  
Ohio Environmental Protection Agency  
60 W. Town Street  
Columbus, Ohio 43215
EXHIBIT A
LEGAL DESCRIPTION OF ENVIRONMENTAL COVENANT AREA

LAND SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN AND STATE OF OHIO AND BEING PART OF BLOCKS 95, 96, 97, 98, 99 AND 101, AND PORTIONS OF STREETS (NOW VACATED) BETWEEN THE BRANCHES OF BLACK RIVER, AS SHOWN IN HUMAN ELY'S ADDITION TO ELYRIA TOWN PLAT RECORDED IN VOLUME 1 OF MAPS, PAGE 36, LORAIN COUNTY RECORDS, DESCRIBED AS FOLLOWS:


ALSO THE EASTERNLY 64.01 FEET AS MEASURED PERPENDICULARLY FROM THE WESTERLY LINE OF LOCUST ST. OF THE FOLLOWING LAND: SUBLOTS 10, 11, PART OF SUBLOT 12 (BOUNDED ON THE SOUTH BY A NORTHERLY LINE OF PENNSYLVANIA LINES RAILROAD PROPERTY, AND VACATED MECHANIC ST. (20' WIDE) AS SHOWN IN STARR'S ADDITION TO ELYRIA VILLAGE, BEING A SUBDIVISION OF LOT 508 OF HUMAN ELY'S ALLOTMENT IN BLOCK 85, BETWEEN THE BRANCHES OF BLACK RIVER AS RECORDED IN VOLUME 1 OF MAPS, PAGE 29, LORAIN COUNTY RECORDS.

SAID LAND DESCRIBED ABOVE LIES NORTHERLY AND EASTERNLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE NORTHEAST CORNER OF LOCUST STREET (66' WIDE) AS DESCRIBED BY SAID PLAT IN VOLUME 8 OF MAPS, PAGE 26; PROCEEDING SOUTH 89° 30' 30" W 65.00 FEET TO THE WESTERLY LINE OF SAID LOCUST STREET; THEREON N. 00° 14' 01" W 20.00 FEET ALONG AN EASTERN LINE OF SAID SUBLOT 503; THEREON S. 89° 30' 30" W 240.00 FEET TO A POINT OF BEGINNING ON THE EASTERNLY TOP OF BANK OF THE EAST BRANCH OF BLACK RIVER; THEREON TURNING AT THE AFORESIFIED NORTHEAST CORNER OF LOCUST STREET AND PROCEEDING S. 00° 14' 01" E 410.74 FEET ALONG THE EASTERNLY LINE OF SAID LOCUST STREET TO THE NORTHERLY LINE OF SUBLOT 533, THEREON EASTERLY 35.30 FEET TO THE CENTERLINE OF SAID LOCUST STREET (66' WIDE); THEREON N. 00° 14' 01" W 132.00 FEET ALONG SAID SUBLOT 503 EASTERLY TO THE SOUTHWEST CORNER OF SAID LOCUST STREET; THEREON EASTERNLY ALONG THE CENTERLINE OF SAID SUBLOT 533, N. 89° 30' 30" E 197.82 FEET TO A POINT ON A CENTERLINE OF SAID LOCUST STREET (66' WIDE); THEREON N. 00° 14' 01" W 461.82 FEET ALONG THE EASTERNLY LINE OF CENTER STREET EXTENDED SOUTHERLY TO THE SOUTHERLY LINE OF LOCUST STREET (66' WIDE); THEREON ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF VACATED CEDAR STREET (66' WIDE) AND PARCEL THEREOF, S. 00° 00' 15" W 252.00 FEET TO A POINT ON A NORTHERLY LINE OF THE PENNSYLVANIA LINES RAILROAD PROPERTY. THEREON ALONG THE NORTHERLY LINES OF THE PENNSYLVANIA LINES RAILROAD PROPERTY ON THE FOLLOWING COURSES: N. 75° 27' 52" E 69.67 FEET TO THE WESTERLY LINE OF VACATED CEDAR STREET; THEREON CONTINUING N. 73° 26' 02" E 34.69 FEET TO THE CENTERLINE OF SAID VACATED CEDAR STREET; THEREON ALONG SAID CENTERLINE N. 00° 14' 01" W 25.67 FEET; THEREON N. 89° 00' 00" E 310.00 FEET TO THE EASTERNLY LINE OF SAID VACATED CEDAR STREET; THEREON N. 88° 22' 50" E 69.34 FEET; THEREON N. 75° 53' 00" E 272.71 FEET; THEREON N. 65° 12' 00" E 124.5 FEET TO THE POINT OF ENDING ON THE SOUTHWEST CORNER OF THE EAST BRANCH OF BLACK RIVER.


PROPERTY MAY BE SUBJECT TO LEGAL, ROAD RIGHT OF WAYS AND WATERWAYS (EAST BRANCH OF BLACK RIVER AT HIGH WATER MARK) AND OTHER EASEMENTS, RIGHTS, AND RESTRICTIONS OF RECORD.
EXHIBIT B
<table>
<thead>
<tr>
<th>Block</th>
<th>Section</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/2/1857</td>
<td>Norfolk Southern Railway</td>
<td>12/7/1967</td>
<td>Gathering the right to lay mainline, operate, repair, replace, and remove 2.5 feet of grade and other necessary appurtenances and remove 2 feet lines, valves and other necessary appurtenances, starting at property line.</td>
</tr>
<tr>
<td>7/2/1857</td>
<td>Columbia Gas of Ohio, Inc.</td>
<td>10/11/2011</td>
<td>Columbia Gas of Ohio, Inc. operates, repairs, and removes a watermain on the portion of Locust Street between East Avenue and Cedar Street.</td>
</tr>
<tr>
<td>7/2/1857</td>
<td>Wisconsin Communications Corporation</td>
<td>4/15/1930</td>
<td>Wisconsin Communications Corporation constructs, maintains, and operates telephone lines, poles, and wires.</td>
</tr>
<tr>
<td>7/2/1857</td>
<td>City of Elgin</td>
<td>7/7/1940</td>
<td>Conveyed to City of Elgin, sanitary sewer easement - allows sanitary sewer to be constructed and maintained on the top strip of land.</td>
</tr>
<tr>
<td>7/2/1857</td>
<td>City of Elgin</td>
<td>11/11/2001</td>
<td>Conveyed to City of Elgin, sanitary sewer easement - allows sanitary sewer to be constructed and maintained on the top strip of land.</td>
</tr>
<tr>
<td>7/2/1857</td>
<td>City of Elgin</td>
<td>3/27/1977</td>
<td>Conveyed to City of Elgin, sanitary sewer easement - allows sanitary sewer to be constructed and maintained on the top strip of land.</td>
</tr>
</tbody>
</table>

**Exhibit D**
BASP Elgin Environmental Covenant
<table>
<thead>
<tr>
<th>Company</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Norfolk Southern Railway</td>
<td>10/14/1995</td>
<td>Lot 95 and west bank of East Branch of Black River in Block 6, all land between 6482 and 6484.</td>
</tr>
<tr>
<td>Norfolk Southern Railway</td>
<td>11/7/1995</td>
<td>Subject to 12 foot right of way across east and west of the railroad tracks for railroad.</td>
</tr>
<tr>
<td>Norfolk Southern Railway</td>
<td>4/16/1996</td>
<td>Lot 54 and 54A in Block 6, all land between 6492 and 6494.</td>
</tr>
<tr>
<td>Norfolk Southern Railway</td>
<td>4/12/1999</td>
<td>Lot 55 in Block 3, all land west of the railroad tracks for railroad.</td>
</tr>
<tr>
<td>Norfolk Southern Railway</td>
<td>6/30/1980</td>
<td>A railroad crossing through various properties.</td>
</tr>
</tbody>
</table>

Exhibit B
BASF Blair Environmental Covenant
<table>
<thead>
<tr>
<th>Easement Holder</th>
<th>Date</th>
<th>Easement Description</th>
<th>Easement Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Norfolk Southern Railway</td>
<td>1/25/1921</td>
<td>Subject to a 12' right of way across the eastern end of the property along the Black</td>
<td>Lot 545; part of Lots 544 and 546 in Block 98; part of Block 99 of Herman Ely's</td>
</tr>
<tr>
<td>Company</td>
<td></td>
<td>River upon which is located a switch track for the New York Central Railroad.</td>
<td>Addition.</td>
</tr>
<tr>
<td>Norfolk Southern Railway</td>
<td>2/9/1930</td>
<td>Grants a perpetual easement for maintenance, operation and renewal for any railroad</td>
<td>Part of Block 99 between the branches of the Black River</td>
</tr>
<tr>
<td>Company</td>
<td></td>
<td>purposes of the existing track to New York Central Railroad, a predecessor of</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Norfolk Southern. The easement is 20 feet in width. Allows existing buildings within</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>easement to stay, but no rebuild or new buildings allowed in easement.</td>
<td></td>
</tr>
<tr>
<td>Norfolk Southern Railway</td>
<td>4/8/1931</td>
<td>Recognizes the property is subject to a 12' right of way across the eastern end of</td>
<td>Lot 545, parts of Lots 544 and 546 in Block 98 and part of Lot 99 of Herman Ely's</td>
</tr>
<tr>
<td>Company</td>
<td></td>
<td>the property along the Black River upon which is located a switch track for the New</td>
<td>Addition.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>York Central Railroad.</td>
<td></td>
</tr>
<tr>
<td>Norfolk Southern Railway</td>
<td>10/28/1958</td>
<td>Easement for 20 feet for a railroad siding for New York Central Railroad, a</td>
<td>20' strip of land, 10 feet on each side of centerline of existing track between</td>
</tr>
<tr>
<td>Company</td>
<td></td>
<td>predecessor to Norfolk Southern. Allows location, maintenance, use, operation,</td>
<td>Pine Street and Cedar Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>reconstruction, repair, renewal and removal of standard guage railroad track.</td>
<td></td>
</tr>
<tr>
<td>Ohio Edison Company</td>
<td>7/11/1961</td>
<td>Power line easement - 15 feet on each side of a power line for transmission and</td>
<td>Blocks 99 and 101 between the branches of the Black River as shown by Herman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>distribution. Grants right to erect, inspect, operate, replace, repair and maintain.</td>
<td>Ely's original Town Plat of Elyria</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Grants rights of ingress and egress, and right to trim forage. To be in place only</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>for as long as Ohio Edison sells power to property owner</td>
<td></td>
</tr>
</tbody>
</table>