

**ENVIRONMENTAL COVENANT
GENERAL MOTORS LLC LORDSTOWN**

This Environmental Covenant is made as of the 24th day of September, 2018, by General Motors LLC, owner of the approximately 743.8499 acres property located at 2300 Hallock-Young Road in Lordstown, Trumbull County, Ohio (the "Property" as shown and legally described in Exhibit B), and the Holder (as identified in definitions H.), pursuant to Ohio Rev. Code Ann. ("ORC") § 5301.80 to 5301.92, for the purpose of subjecting a portion of the Property ("Restricted Area" comprising 684.5957 acres as shown and legally described in Exhibit A) to the activity and use limitations and to the rights of access described below.

Whereas, the Property is subject to Section 3008(h) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(h).

Whereas on June 26, 2000, General Motors Corporation entered into an Administrative Order on Consent (AOC) with the United States Environmental Protection Agency (U.S. EPA) to investigate and remediate the sources of potential contamination located at the Property and at an adjoining 173.477 acres (combined referred to as the "Site"). Pursuant to that AOC, General Motors Corporation completed a Current Conditions Report (CCR) to describe historical and current site conditions; conducted a RCRA Facility Investigation (RFI) to characterize the nature, extent and migration rate of constituents of potential concern (COPCs), including metals and volatile organic compounds (VOCs) from areas of interest (AOIs) identified at the Site; prepared a Corrective Measures Proposal (CMP) to address COPCs as necessary to mitigate potential risks to human health and the environment; and agreed to implement the final corrective measures selected by U.S. EPA.

Whereas, as part of a § 363 sale under Chapter 11 of the United States bankruptcy code, a new company (General Motors Company) was formed by selling a substantial portion of General Motor Corporation's assets to General Motors Company (now changed in name to General Motors LLC) on July 10, 2009. General Motors LLC owns 743.8499 acres of the Site and 173.477 acres of adjoining property continued to be owned by the

old General Motors Corporation, re-named Motors Liquidation Company (MLC). Effective March 31, 2011, the Revitalizing Auto Communities Environmental Response Trust ("RACER Trust") received properties from MLC, including the 173.477-acre Lordstown parcel. General Motors LLC obtained a new EPA ID (OHR 00 157 156) for its 743.8499-acre portion of the Site. This Environmental Covenant covers only the Restricted Area (684.5957 acres) that General Motors LLC owns as identified on Exhibit A.

Whereas under the AOC, General Motors Corporation conducted a Human Health Risk Assessment (HHRA) and an Ecological Risk Assessment (ERA), as detailed in the Final RFI Report dated April 15, 2005, to evaluate the risks posed by COPCs detected in soil, overburden groundwater, bedrock groundwater, sediment and/or surface water at the Site. The HHRA and ERA were conducted based on assumptions that the future land use of the Restricted Area will be consistent with the present land use, i.e., commercial and/or industrial activities. The HHRA examined the potential risks posed to facility workers, on and off-site excavation/construction workers, maintenance workers, trespassers, and off-site residents. The ERA examined the potential risks to on and off-Site ecological receptors.

Whereas the HHRA indicated that there is a potential for unacceptable risks to human receptors from the COPCs in the fill soils used throughout the Restricted Area, soil located beneath the concrete pavement at the Hazardous Waste Drum Unload Area (AOI-13), and potable groundwater in portions of the Restricted Area. Consequently, the Corrective Measures Proposal (CMP) dated November 18, 2005, proposed land use controls to restrict land use in the Restricted Area to commercial/industrial uses; to require dust control measures for the Restricted Area if future activities have the potential to generate particulate emissions; to implement a monitoring and maintenance program for the concrete pavement in the Hazardous Waste Drum Unload Area to prevent direct exposure to soil in this area while it continues in its present use and a plan for future excavation in the area if this use condition changes; and to impose potable groundwater use restrictions for the Restricted Area.

Whereas, on May 3, 2007, after providing an opportunity for public comment, U.S.EPA issued the Final Decision and Response to Comments for selection of the Corrective Measures (Final Decision) at the Site. U.S. EPA's Final Decision, consistent with the CMP, identified implementation of institutional controls in the form of a restrictive covenant to restrict use of the developed portion of the Property to commercial and industrial uses, to require dust control measures during certain construction activities in the Restricted Area, to limit exposures to contamination at AOI-13, and to prohibit potable use of groundwater in the Restricted Area as part of the selected Corrective Measures.

Whereas U.S. EPA maintains an Administrative Record related to its selection of the Corrective Measures for the Site at the U.S. EPA, Region 5, Land and Chemicals Division, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois, 60604-3590.

Whereas, on August 15, 2007, General Motors Corporation submitted to U.S. EPA a Final Remedy Construction Completion Report (Completion Report), including the plans for implementing and monitoring the remedy. U.S. EPA approved the Completion Report on March 13, 2008, and determined that corrective action at the Property is complete as long as enforceable mechanisms are in place to ensure that the controls identified in the Final Decision are maintained and remain in place and the plans for conducting and monitoring the corrective measures are implemented. These controls include implementing and maintaining institutional controls to restrict land use and groundwater potable use in the Restricted Area.

Whereas, on August 31, 2017, General Motors LLC submitted the Amendment to Final Remedy Construction Completion Report, Hazardous Waste Drum Unload Area (AOI-13), to U.S. EPA documenting the completion of corrective measures in this area. U.S. EPA approved the AOI-13 Completion Report on September 20, 2017 and determined that corrective action at the Property is complete as long as enforceable mechanisms are in place to ensure that the controls identified in the Final Decision are maintained and remain in place.

Whereas, General Motors LLC is currently implementing and will be implementing the remaining corrective measures at the Property: establishing a Dust Control Plan for implementation in the Restricted Area, providing financial assurance (currently accomplished through a surety bond acceptable to U.S. EPA), and recording and adhering to this Environmental Covenant.

Whereas, the Property has areas where there is a potential for unacceptable risks to human receptors from the constituents of potential concern (COPCs) if site use conditions change. The COPCs included metals and volatile organic compounds (VOCs) from areas of interest (AOIs) that were identified at the Site in the fill soils used throughout the Restricted Area and overburden groundwater in portions of the Restricted Area. For further information on the environmental conditions, site risks and selected remedies identified during the RCRA Corrective Action activities, please see the U.S. EPA Administrative Record as referenced in item 9 of Exhibit D of this Environmental Covenant.

Whereas, the Owner and Holder hereto agree: 1) to grant a permanent right of access to the Access Grantees (as hereafter defined), and 2) to impose on the Restricted

Area activity and use limitations as covenants that will run with the land for the purpose of protecting human health and the environment.

Definitions. All capitalized terms shall have the definitions identified herein.

A. Access Grantees. Means the U.S. EPA, Ohio EPA, and Holder, their successor entities, and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees").

B. Administrative Order on Consent (AOC). Means the AOC entered into between the U.S. EPA and General Motors Corporation. It was signed by U.S. EPA on June 26, 2000, and by General Motors Corporation on June 19, 2000, and has the Docket No. R8H-5-00-005. The 2000 AOC was issued pursuant to U.S. EPA's authority to require Corrective Action under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.

C. Administrative Record. Means the Administrative Record U.S. EPA maintains related to the AOC, the Final Decision, and their implementation. A copy of the AOC and the Administrative Record is maintained at U.S. EPA, Region 5, Land and Chemicals Division, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois, 60604-3590.

D. Agencies. Means the Ohio Environmental Protection Agency (Ohio EPA) and U.S. EPA, their successor entities, and their respective officers, employees, agents, contractors and other invitees. For the purposes of this Environmental Covenant, the U.S. EPA (and any successor entity) is the agency responsible for overseeing the corrective measures and use restrictions at the Property and therefore, is the "Agency" as defined in ORC § 5301.80(B). Pursuant to ORC §§ 5301(A)(2) and (3), both Ohio EPA and U.S. EPA have the right to enforce this Environmental Covenant.

E. Dust Control Plan. Means the U.S. EPA-approved plan contained in Appendix A of the Completion Report, which requires the implementation of dust control measures for activities that expose larger than 5 contiguous acres of the subsurface in the Restricted Area, and any subsequent amendments thereto approved by U.S. EPA.

F. Final Decision and Response to Comments (Final Decision). Means the Final Decision and Response to Comments for selection of the Corrective Measures at the Site dated May 3, 2007.

G. Final Remedy Construction Completion Report (Completion Report). Means the Final Remedy Construction Completion Report submitted to the U.S. EPA on August 15, 2007.

H. Holder. Means General Motors LLC, which is the Owner of the Property at the time this Environmental Covenant was entered into, and whose address is 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265, and its successors and assignees.

I. Industrial/Commercial Activities. This term includes, but is not limited to: (i) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities; (ii) governmental, administrative and general office activities, (iii) manufacturing, processing, packaging, handling and warehousing activities, including, but not limited to, production, storage and sales of durable goods and other products; (iv) research and development, including all ancillary and supporting activities incident thereto; (v) other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical intermediates, blend-stocks, feed-stocks and/or by-products, durable goods; (vi) educational and religious facilities; (vii) hospitals and medical and dental offices; (viii) restaurants and other food and beverage services (e.g., food stores, restaurants and banquet facilities); (ix) indoor entertainment and recreational facilities; (x) hotels and motels; (xi) activities which are consistent with or similar to the above listed activities together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities.

J. Owner. Means at any given time the current title holder of the Restricted Area or any portion thereof, including the title holder's lessees and those persons or entities authorized to act on its behalf. The Owner at the time this Environmental Covenant has been entered into is General Motors LLC.

K. Potable Groundwater Use. This means utilizing groundwater for drinking water purposes.

L. Property. Means the 743.8499 acres as shown and legally described in Exhibit B located at 2300 Hallock-Young Road in Lordstown, Trumbull County, Ohio.

M. Residential and Other Prohibited Activities. This term includes, but is not limited to: (i) single and multi-family dwellings and rental units; (ii) day care centers and preschools; (iii) assisted living facilities and other extended care medical facilities; (iv) outdoor entertainment and recreational facilities; (v) transient or other residential facilities, and (vi) agricultural.

N. Restricted Area. The portion of the Property, described in Exhibit A, that is subject to activity and use limitations and access rights.

O. Site. Means the Property (now owned by General Motors LLC), plus the 173.477 acres of adjoining property now owned by NP LORDSTOWNS 173 LLC (transferred by RACER Trust on November 21, 2014 by Quit Claim Deed (Recorded 12-11-14, Inst. 201412110024517 12:34pm Trumbull County Recorder). The entire Site was owned by General Motors Corporation and was subject to the AOC.

P. Transferee. This term shall mean any future owner of any recorded interest in the Restricted Area or any portion thereof, including, but not limited to, owners of a recorded interest in fee simple, mortgagees, easement holders, and/or lessees, but it excludes the Agencies.

Now therefore, Owner, Holder and the Agencies agree to the following:

1. Environmental Covenant. This instrument is an Environmental Covenant executed and delivered pursuant to ORC § 5301.80 to 5301.92. General Motors LLC joins in this Environmental Covenant in order to subject its interest in the Restricted Area which it may now or hereafter hold to the terms of this instrument.

2. Property and Restricted Area. The parcels of real property which together contain approximately 743.8499 acres, as shown and legally described in Exhibit B, located in Lordstown, Ohio, constitute the Property. The portion of the Property which is subject to this Environmental Covenant, including the specific activity and use limitations in Paragraph 3 below, which contain approximately 684.5957 acres is shown and legally described in Exhibit A, is the Restricted Area. Exhibit A is attached hereto and incorporated by reference.

3. Activity and Use Limitations on the Restricted Area.

(a) Owner agrees not to permit the Restricted Area to be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the corrective measures, which have been implemented and are required by the Final Decision, the Dust Control Plan and this Environmental Covenant, unless the written consent of the U.S. EPA to such use is first obtained. Owner's agreement to restrict the use of the Restricted Area shall include, but not be limited to implementation of dust control measures for activities that expose larger than 5 contiguous acres of the subsurface, as provided in the Dust Control Plan. Further, Owner agrees to refrain from

bringing, and refuses to grant permission to any other person to bring solid waste onto the Restricted Area except in accordance with any federal, state or local regulations, or permits.

(b) Owner covenants that the Restricted Area may only be used for Industrial/Commercial Activities. The Restricted Area shall not be used for Residential and Other Prohibited Activities. Owner acknowledges and agrees that the Restricted Area has been remediated only to Industrial/Commercial standards.

(c) Owner covenants that there shall be no potable use of Groundwater from the Restricted Area.

(d) Owner covenants that any future use of the Restricted Area must be protective of human health and the environment and it is the sole responsibility of the Owner and/or Transferee to ensure that the use of the Restricted Area is solely and exclusively for Industrial/Commercial Activities.

(e) Owner agrees that it will notify the Holder and the Agencies within thirty (30) days of becoming aware of any violation of this Environmental Covenant 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 the Agencies.

(f) Owner agrees that it will maintain the Restricted Area and implement the remaining measures identified in the Final Decision consistent with this Environmental Covenant. This includes but is not limited to: maintaining the industrial/commercial use restriction, maintaining the groundwater potable use preclusion, and implementing dust control measures for activities that expose larger than 5 contiguous acres of the subsurface.

(g) Owner agrees that it will establish and maintain Financial Assurance for the benefit of U.S. EPA, in the amount of the current estimated cost of the controls required under this Environmental Covenant and the Final Decision. Owner may use financial assurance forms consistent with the provisions of 40 CFR Part 264, Subpart H. At the time of recordation of this Environmental Covenant, Owner has established financial assurance through a surety bond that is satisfactory to EPA in form and substance. Any subsequent financial assurance instruments provided pursuant to this Environmental Covenant shall also be satisfactory to U.S. EPA in form and substance. If an annual adjustment to the estimated cost of controls is insignificant (a cumulative increase or decrease of less than 5%), no adjustment is needed to the established Financial Assurance.

4. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assignees and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301, subject to amendment or termination as set forth herein.

5. Access to the Restricted Area. Owner hereby grants to the Access Grantees a permanent right of access across the Property and to the Restricted Area at reasonable times to take any action authorized by law, any action related to implementation, oversight or enforcement of this Environmental Covenant, the Final Decision, or the Dust Control Plan. Such rights of access include, but are not limited to, implementing, facilitating or monitoring the activity and use limitations on the Restricted Area in compliance with Section 3 of this Environmental Covenant; obtaining samples; inspecting or copying records, operating logs, contracts or other documents; surveying and making soil tests of the Property; and locating utility lines. The access rights do not limit any statutory authority of the Agencies nor do they provide any rights against the Agencies.

6. General Motors LLC Duty to Execute Environmental Covenant. General Motors LLC agrees to properly execute this Environmental Covenant so that it runs with the land. This Environmental Covenant provides the Agencies or Holder with the authority to seek injunctive or other equitable relief for its violation pursuant to ORC § 5301.91(A)(1)-(4); and is in compliance with to ORC § 5301.80 to 5301.92. Owner executes and delivers this Environmental Covenant to satisfy and implement and maintain the institutional controls identified in the Final Decision, or the Dust Control Plan.

7. Notice upon Conveyance. Each recorded instrument hereafter conveying any interest in the Restricted Area or any portion thereof, shall contain a notice of the activity and use limitations, and grants of access set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. For instruments conveying any interest in the Restricted Area or any portion thereof that are recorded, the notice shall be substantially in the form set forth in Exhibit D. Owner and every subsequent Transferee shall notify the Agencies within thirty (30) days after each conveyance of an interest in any portion of the Restricted Area. The 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, the closing date of the transfer of ownership of the property, and a written acknowledgement by the Transferee that it is bound by this Environmental Covenant.

8. Amendment or Termination. This Environmental Covenant may be modified, amended or terminated while Owner owns the Property only by a written document signed by the Owner, the Holder, Ohio EPA, and U.S. EPA pursuant to ORC § 5301.90 and other applicable law. Owner shall cooperate in making any required modifications. Any modification, amendment or termination of the Environmental Covenant will comply with the formalities required for the execution of a deed in Ohio. The rights of Owner's successors in interest as to a modification, amendment or termination of this Environmental Covenant are governed by the provisions of ORC § 5301.90.

9. Representations of General Motors LLC. General Motors LLC represents and warrants as follows:

A. General Motors LLC is the sole owner of the Restricted Area;

B. General Motors LLC holds fee simple title to the Restricted Area which, to the best of General Motors LLC's knowledge, is free, clear and unencumbered, except for those encumbrances listed in Exhibit C, which are fully incorporated by reference herein;

C. General Motors LLC has identified all other parties, identified in Exhibit C, that hold any recorded interest (e.g., encumbrance) in the Restricted Area and notified such parties of the Owner's intention to enter into this Environmental Covenant;

D. General Motors LLC has the power and authority to make and enter into this Environmental Covenant as an Owner and Holder and to grant the rights and interests herein provided and to carry out all obligations hereunder;

E. This Environmental Covenant has been executed and delivered pursuant to the Final Decision; and

F. This Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which General Motors LLC is a party or by which General Motors LLC may be bound or affected.

10. Right to Enforce Agreement Against Owner. 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 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.

In the event Owner or any other person should attempt to deny the rights of access granted herein or should violate the terms of this Environmental Covenant, the Agencies or Holder shall have the right to immediately seek judicial relief, including, but not limited to an appropriate equitable remedy.

11. Compliance Reporting. Owner of any portion of the Restricted Area shall submit to the Agencies and Holder on an annual basis, starting one year from the Effective Date of this Environmental Covenant, written documentation, which complies with the requirements of ORC § 3745-50-42(B)-(D) that documents that the activity and use limitations remain in place and are being complied with in accordance with this Environmental Covenant. At the same time, the Owner shall report compliance with this Environmental Covenant pursuant to ORC § 5301.82(B)(1).

12. Future Cooperation; Execution of Supplemental Instruments. Owner agrees to cooperate fully with U.S. EPA to assist it in implementing the rights granted it under this Environmental Covenant and, in furtherance thereof, agrees to execute and deliver such further documents as may be requested by U.S. EPA to supplement or confirm the rights granted hereunder. Further, Owner agrees to cooperate with U.S. EPA to obtain compliance with the terms of this Environmental Covenant if there is a violation of this Environmental Covenant.

13. Cumulative Remedies; No U.S. EPA Waiver of Authority or Assumption of Obligations. All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available hereunder or at law. The failure to exercise any right granted hereunder, to take action to remedy any violation by Owner of the terms of this Environmental Covenant or to exercise any remedy provided herein shall not be deemed to be a waiver of any such right or remedy and no forbearance on the part of U.S. EPA and no extension of the time for performance of any obligations of Owner hereunder shall operate to release or in any manner affect U.S. EPA's rights hereunder.

No action or decision by U.S. EPA related to corrective action or environmental remediation at the Restricted Area shall independently give rise to judicial review under this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the U.S. EPA from exercising any authority it may have under applicable law. U.S. EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable.

U.S. EPA does not assume any obligations under this Environmental Covenant. U.S. EPA's signature to this Environmental Covenant does not constitute a commitment, contract or obligation for future action on the part of U.S. 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. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, General Motors LLC shall file this Environmental Covenant for recording with the Trumbull County Recorder's Office, in the same manner as a deed to the Property, and pursuant to ORC § 5301.88.

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. Within one hundred and sixty (160) days after the Effective Date, the Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to:

- A. Ohio EPA – Northeast District Office;
Division of Environmental Response and Revitalization;
2110 East Aurora Road
Twinsburg, Ohio 44087;
Attn.: DERR Hazardous Waste Manager
- B. U.S. EPA
Director, Land and Chemicals Division,
U.S. EPA Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604-3590; and
- C. To each person holding a recorded interest in the Restricted Area.

18. Notices. All other notices, requests, demands or other communications required or permitted under this Environmental Covenant shall be given to the Agencies at the addresses set forth herein.

19. Governing Law. Except as provided herein, the laws of the State of Ohio shall be the governing law. Federal law shall govern issues related to environmental remediation; the adequacy of the institutional controls to protect human health and the environment; and issues involving or relating to the U.S. EPA. The federal court for the appropriate judicial district shall have jurisdiction of any action involving the U.S. EPA.

20. Captions. All paragraph captions are for convenience of reference only and shall not affect the construction of any provision of this Environmental Covenant.

21. Time of the Essence. Time is of the essence of each and every performance obligation of Owner under this Environmental Covenant.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, General Motors LLC, Ohio EPA, and U.S. EPA have executed and delivered this Environmental Covenant as of the date of the last signature.

GENERAL MOTORS LLC

Execution Recommended
Real Estate
By: Debra Hoge

By: Debra Hoge
Debra Hoge Hoge
Name: Global Director
Title: Real Estate

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 23rd day of July, 2018, by Debra H. Hoge General Motors LLC, a Delaware limited liability company, on behalf of the Company.

Kathleen M. Rentenbach

Print Name: _____
Notary Public, State of Michigan
County of Wayne
My commission expires _____
Acting in the County of Wayne

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2021
ACTING IN COUNTY OF Wayne

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

By: Tinka G. Hyde

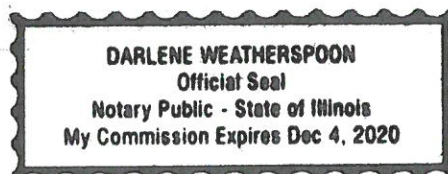
Name: Tinka G. Hyde
Title: Director, Land and
Chemicals Division, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of September, 2018, by Tinka G. Hyde, Director, Land and Chemicals Division, Region 5 of the United States Environmental Protection Agency, on behalf of the United States of America.

Darlene Weatherspoon

Print Name: Darlene Weatherspoon
Notary Public, State of Illinois
County of Cook
My commission expires 12/4/20
Acting in the County of Cook



OHIO ENVIRONMENTAL
PROTECTION AGENCY

BY: 
Name: Craig W. Butler
Title: Director

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, 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 24th day of SEPTEMBER, 2018



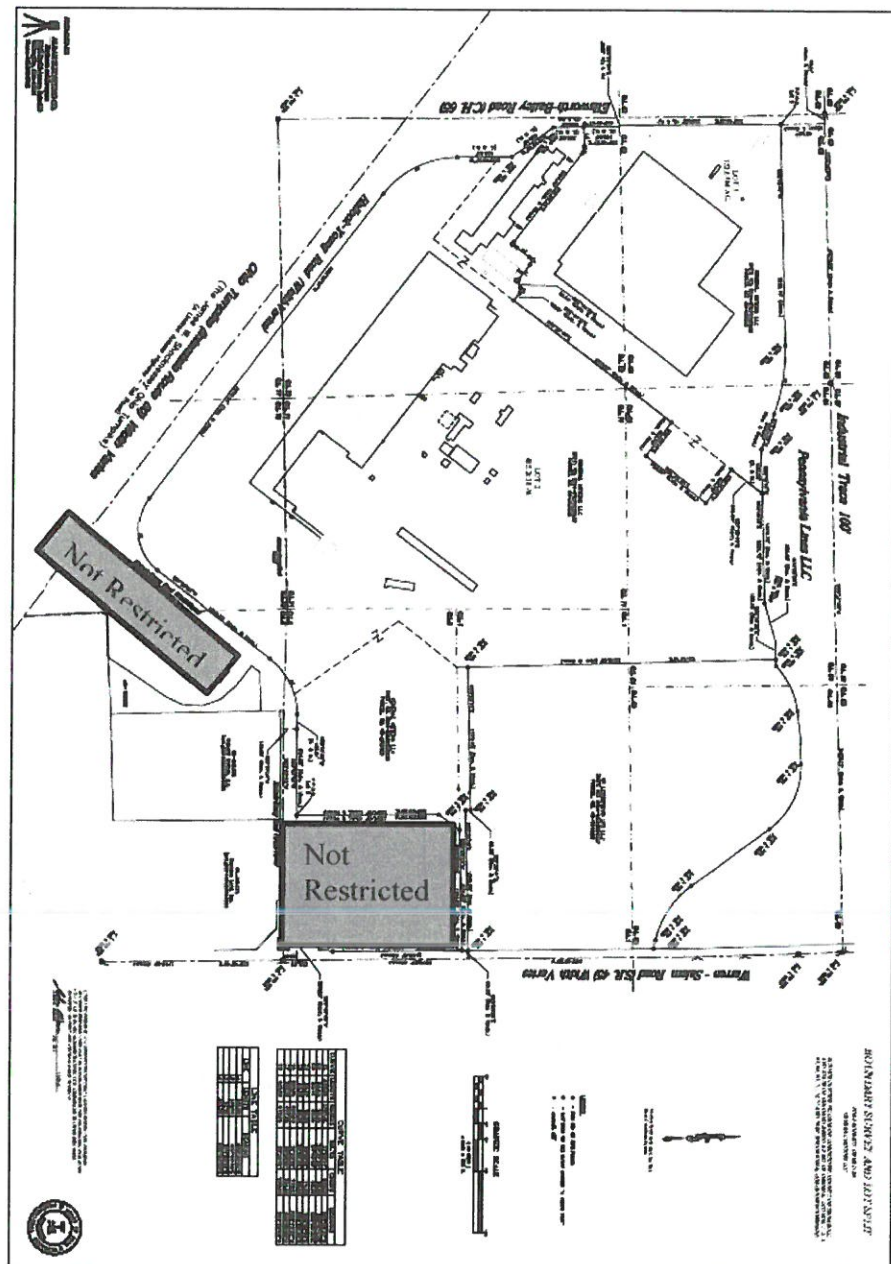

Notary Public

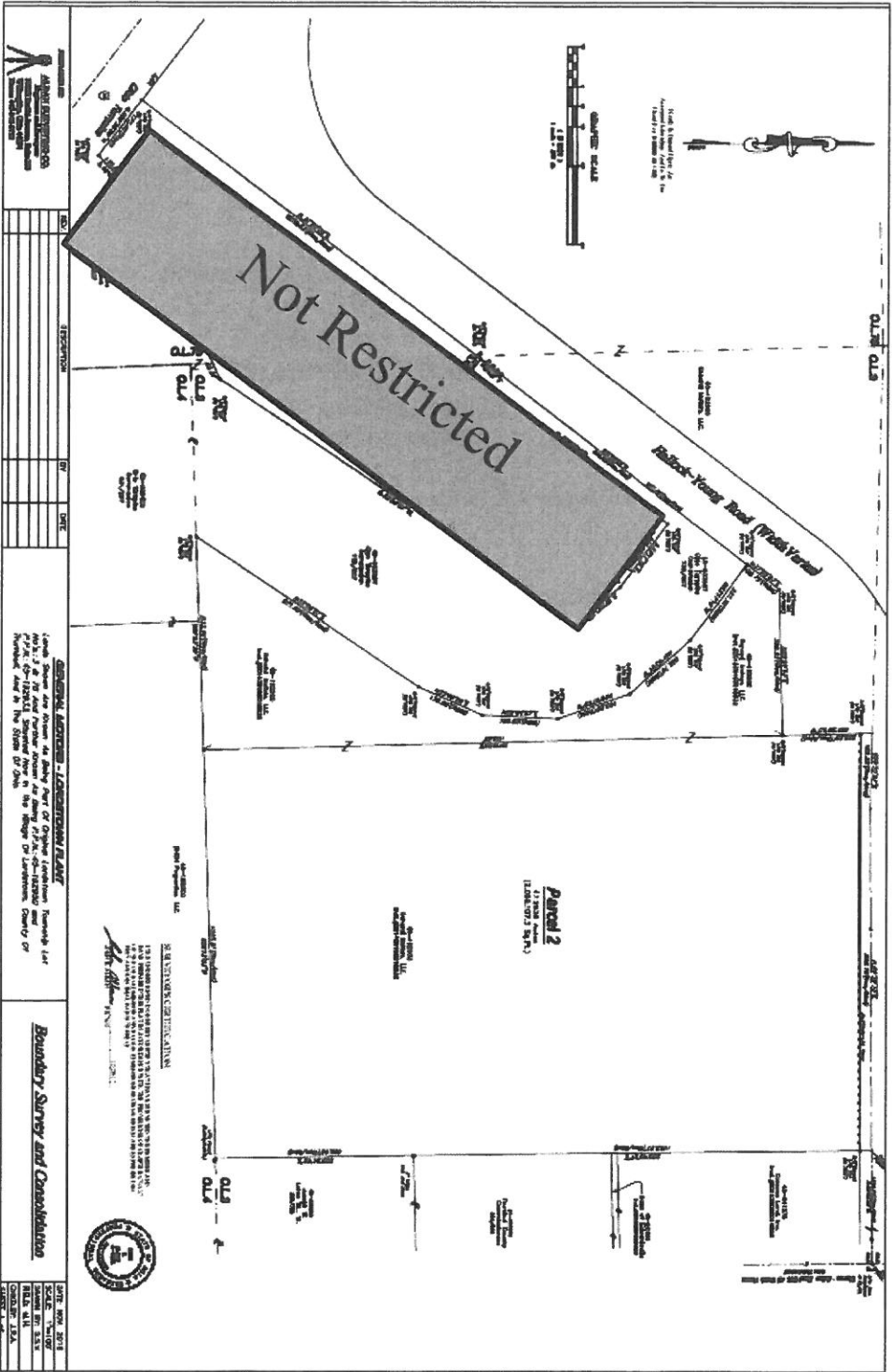
CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2019

This instrument was prepared by:
Laura L. Romeo, Counsel
General Motors Legal Staff
Stationary Environmental & Workplace Safety

Drawing and Legal Description of "Restricted Area"





<p>GENERAL NOTES - LONGSTOWN PLANT</p> <p>1. All measurements were taken from the center of the road to the center of the road.</p> <p>2. All measurements were taken from the center of the road to the center of the road.</p> <p>3. All measurements were taken from the center of the road to the center of the road.</p> <p>4. All measurements were taken from the center of the road to the center of the road.</p> <p>5. All measurements were taken from the center of the road to the center of the road.</p> <p>6. All measurements were taken from the center of the road to the center of the road.</p> <p>7. All measurements were taken from the center of the road to the center of the road.</p> <p>8. All measurements were taken from the center of the road to the center of the road.</p> <p>9. All measurements were taken from the center of the road to the center of the road.</p> <p>10. All measurements were taken from the center of the road to the center of the road.</p>	<p>Boundary Survey and Construction</p> <p>DATE: 07/11/2013</p> <p>BY: J. L. L. L.</p> <p>FOR: J. L. L. L.</p> <p>PROJECT: J. L. L. L.</p>
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LEGAL DESCRIPTION FOR LOT 2

A PORTION OF P.P.N: 45-192925, 45-192905 and 45-192910

GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Village of Lordstown, County of Trumbull and State of Ohio:

Known as being part of Original Lot Nos. 1, 2, 3, 64, 65, 71, 72, 77 and 78 in Original Lordstown

Township, bounded and described as follows:

Beginning at a 1" iron pin monument found at the intersection of the centerline of Warren-Salem Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road (width varies), said point also being the intersection of original Lot Nos. 2, 3 and 11; THENCE, N 00°45'59"W, along the centerline of said Warren-Salem Road, a distance of 130.00 feet to a point, THENCE, S 89°40'46" W, a distance of 1389.89 feet to a 5/8" iron pin set on the northerly line of said Hallock-Young Road, said point being the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 89°40'46" W, along the northerly line of said Hallock-Young Road, a distance of 824.86 feet to a 5/8" iron pin set;

THENCE, N 89°15'39" W, along the northerly line of said Hallock-Young Road, a distance of 142.61 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 672.96 feet, a central angle of 52°16'01", an arc of 613.90 feet and a chord which bears S 63°28'03" W, a distance of 592.83 feet, along the northerly line of said Hallock-Young Road, to a 5/8" iron pin set;

THENCE, S 37°20'03" W, along the northerly line of said Hallock-Young Road, a distance of 1374.63 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 497.96 feet, a central angle of 90°00'00", an arc of 782.19 feet and a chord which bears S 82°20'03" W, a distance of 704.22 feet, along the northerly line of said Hallock-Young Road, to a 5/8" iron pin set;

THENCE, N 52°39'57" W, along the northerly line of said Hallock-Young Road, a distance of 3693.04 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 889.93 feet, a central angle of 51°53'00", an arc of 805.86 feet and a chord which bears N 26°43'27" W, a distance of 778.61 feet, along the northerly line of said Hallock-Young Road and the easterly line Ellsworth-Bailey Road (width varies), to a 5/8" iron pin set;

THENCE, N 00°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 525.00 feet to a concrete monument found;

THENCE, N 35°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 488.16 feet to a concrete monument found;

THENCE, N 00°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 290.52 feet to a 5/8" iron pin set;

THENCE, N 87°54'55" E, a distance of 183.36 feet to a 5/8" iron pin set;

THENCE, S 74°22'07" E, a distance of 72.90 feet to a 5/8" iron pin set;

THENCE, S 52°39'14" E, a distance of 1064.40 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 62.50 feet, a central angle of 58°03'34", an arc of 63.33 feet and a chord which bears N 66°22'33" E, a distance of 60.66 feet to a 5/8" iron pin set;

THENCE, N 37°20'46" E, a distance of 149.50 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 90°00'00", an arc of 82.47 feet and a chord which bears N 82°20'46" E, a distance of 74.25 feet to a 5/8" iron pin set;

THENCE, S 52°39'27" E, a distance of 180.39 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 22.50 feet, a central angle of 59°40'50", an arc of 23.44 feet and a chord which bears S 82°25'31" E, a distance of 22.39 feet to a 5/8" iron pin set;

THENCE, N 67°44'04" E, a distance of 61.44 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 59°37'30", an arc of 54.63 feet and a chord which bears S 82°27'11" E, a distance of 52.20 feet to a 5/8" iron pin set;

THENCE, S 52°44'11" E, a distance of 93.00 feet to a 5/8" iron pin set;

THENCE, N 37°15'49" E, a distance of 1919.07 feet to a 5/8" iron pin set;

THENCE, S 52°30'19" E, a distance of 403.76 feet to a 5/8" iron pin set;

THENCE, N 37°34'30" E, a distance of 738.57 feet to a 5/8" iron pin set;

THENCE, N 52°17'53" W, a distance of 407.78 feet to a 5/8" iron pin set;

THENCE, N 37°15'49" E, a distance of 376.84 feet to a 5/8" iron pin set on the southerly line of property owned by Pennsylvania Lines LLC ;

THENCE, N 88°18'16" E, along said Pennsylvania Lines LLC property, a distance of 1051.72 feet to a concrete monument found;

THENCE, N 73°28'26" E, along said Pennsylvania Lines LLC property, a distance of 389.56 feet to a concrete monument found;

THENCE, N 88°18'32" E, along said Pennsylvania Lines LLC property, a distance of 166.10 feet to a 5/8" iron pin found at the northwesterly corner of property owned by NP Lordstown 173 LLC, as recorded in instrument number 2014-12110024517 of Trumbull County Records;

THENCE, S 01°41'16" E, along said NP Lordstown 173 LLC property, a distance of 2979.40 feet to a 5/8" iron pin found;

THENCE, N 88°30'19" E, along said NP Lordstown 173 LLC property, a distance of 1370.45 feet to a 5/8" iron pin found;

THENCE, S 01°29'41" E, along said NP Lordstown 173 LLC property, a distance of 49.25 feet to a 5/8" iron pin found;

THENCE, N 88°30'19" E, along said NP Lordstown 173 LLC property, a distance of 1345.28 feet to a 5/8" iron pin found on the westerly line of said Warren-Salem Road;

THENCE, S 00°45'59" E, along said Warren-Salem Road, a distance of 60.00 feet to a 5/8" iron pin set;

THENCE, S 88°30'19" W, a distance of 1154.85 feet to a 5/8" iron pin set;

THENCE, S 36°22'22" W, a distance of 243.62 feet to a 5/8" iron pin set;

THENCE, S 00°25'39" E, a distance of 1354.49 feet to the Principal Place of Beginning and containing 485.2638 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon the Ohio State Plane Coordinate system.

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

LEGAL DESCRIPTION FOR LOT 3

A PORTION OF P.P.N: 45-192905 and 45-192910

GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Village of Lordstown, County of Trumbull and State of Ohio:

Known as being part of Original Lot Nos. 63, 64 and 72 in Original Lordstown Township, bounded and described as follows:

Beginning at a 1" iron pin monument found at the intersection of the centerline of Industrial Trace (100') with the intersection of the centerline of Ellsworth-Bailey Road (width varies), said point also being the intersection of Original Lot Nos. 58, 59, 62 and 63; THENCE, N 88°14'20" E, along the centerline of said Industrial Trace, a distance of 92.11 feet to a point, THENCE, S 00°46'12" E, a distance of 427.37 feet to a 5/8" iron pin set on the easterly line of said Ellsworth-Bailey Road, said point being the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 00°46'12" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 1560.81 feet to a 5/8" iron pin set;

THENCE, N 89°13'24" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 10.00 feet to a 5/8" iron pin set;

THENCE, S 00°46'57" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 348.63 feet to a 5/8" iron pin set;

THENCE, N 87°54'55" E, a distance of 183.36 feet to a 5/8" iron pin set;

THENCE, S 74°22'07" E, a distance of 72.90 feet to a 5/8" iron pin set;

THENCE, S 52°39'14" E, a distance of 1064.40 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 62.50 feet, a central angle of 58°03'34", an arc of 63.33 feet and a chord which bears N 66°22'33" E, a distance of 60.66 feet to a 5/8" iron pin set;

THENCE, N 37°20'46" E, a distance of 149.50 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 90°00'00", an arc of 82.47 feet and a chord which bears N 82°20'46" E, a distance of 74.25 feet to a 5/8" iron pin set;

THENCE, S 52°39'27" E, a distance of 180.39 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 22.50 feet, a central angle of $59^{\circ}40'50''$, an arc of 23.44 feet and a chord which bears $S\ 82^{\circ}25'31''\ E$, a distance of 22.39 feet to a $5/8''$ iron pin set;

THENCE, $N\ 67^{\circ}44'04''\ E$, a distance of 61.44 feet to a $5/8''$ iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of $59^{\circ}37'30''$, an arc of 54.63 feet and a chord which bears $S\ 82^{\circ}27'11''\ E$, a distance of 52.20 feet to a $5/8''$ iron pin set;

THENCE, $S\ 52^{\circ}44'11''\ E$, a distance of 93.00 feet to a $5/8''$ iron pin set;

THENCE, $N\ 37^{\circ}15'49''\ E$, a distance of 1919.07 feet to a $5/8''$ iron pin set;

THENCE, $S\ 52^{\circ}30'19''\ E$, a distance of 403.76 feet to a $5/8''$ iron pin set;

THENCE, $N\ 37^{\circ}34'30''\ E$, a distance of 738.57 feet to a $5/8''$ iron pin set;

THENCE, $N\ 52^{\circ}17'53''\ W$, a distance of 407.78 feet to a $5/8''$ iron pin set;

THENCE, $N\ 37^{\circ}15'49''\ E$, a distance of 376.84 feet to a $5/8''$ iron pin set on the southerly line of property owned by Pennsylvania Lines LLC;

THENCE, $S\ 88^{\circ}18'16''\ W$, along said Pennsylvania Lines LLC property, a distance of 423.00 feet to a concrete monument found;

THENCE, $N\ 70^{\circ}15'00''\ W$, along said Pennsylvania Lines LLC property, a distance of 358.21 feet to a concrete monument found at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 1797.61 feet, a central angle of $21^{\circ}25'14''$, an arc of 672.05 feet and a chord which bears $N\ 80^{\circ}58'37''\ W$, a distance of 668.15 feet to a $5/8''$ iron pin set;

THENCE, $S\ 88^{\circ}18'47''\ W$, a distance of 2122.75 feet to the Principal Place of Beginning and containing 152.0384 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon the Ohio State Plane Coordinate system.

All pins set are $5/8'' \times 30''$ rebar with yellow cap marked "J. Alban 7651."

LEGAL DESCRIPTION FOR THE CONSOLIDATION OF P.P.N:45-192933
AND THE EASTERLY PORTION OF P.P.N:45-192950
-GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:
Known as being part of Original Lot No. 3 and 78, bounded and described as follows:

Beginning at the intersection of the centerline of Salem-Warren Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road(width varies), said point also being the intersection of original Lot No's.2,3 and 11; THENCE, S 89°43'38"W, along the centerline of said Hallock-Young Road, a distance of 1354.50 feet to the northwesterly corner of P.P.N.:45-041575 conveyed to Cassens Land, Inc. as recorded in Inst.#201108020014528 of Trumbull County Records, and the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 00°40'27" E, along the westerly line of said Cassens Land, Inc., passing through a 5/8" capped iron pin set at 30.00 feet, and along P.P.N.:45-041560, conveyed to Bank of Edwardsville, as recorded in Inst.#201602010001893 of Trumbull County Records and P.P.N.:45-903262, conveyed to the Trumbull County Commissioners, as recorded in O.R.846, Page 459, a total distance of 1153.27 feet to a 2" iron pipe found (1.21' east) at the northwesterly corner of P.P.N.:45-039200, conveyed to Joseph W. Loree Sr., Tr., as recorded in O.R. 225, Page 789;

THENCE, S 00°54'42" E, along the westerly line of said P.P.N.:45-039200, a distance of 496.95 feet to an iron pin found (5.29' east, 3.25' south) at the southwesterly corner of said P.P.N.:45-039200 and the northerly line of P.P.N.:45-189203 conveyed to BHGH Properties, and the northerly line of original Lot No.4;

THENCE, S 88°13'03" W, along the northerly line of said original Lot No.4 and the northerly line of said P.P.N.:45-189203, a distance of 1025.21 feet to an angle point therein and a 5/8" capped iron pin set:

THENCE, S 87°53'38"W, continuing along said northerly line of P.P.N.:45-189203, also the northerly line of P.P.N.:45-036400, conveyed to the Ohio Turnpike Commission, as recorded in O.R.631, Pg.267, a distance of 533.90 feet to a 5/8" capped iron pin set in a southeasterly corner of P.P.N.:45-903587, conveyed to the Ohio Turnpike Commission, as recorded in O.R.735, Pg.607 also being the southwesterly corner of P.P.N.:45-192950, as conveyed to General Motors, LLC., as recorded in Inst.#201409190018632;

THENCE, along the easterly most limits of P.P.N.:45-903587, as conveyed to the Ohio Turnpike Commission, the following courses:

THENCE, N 33°54'07"E, a distance of 671.40 feet, to a 5/8" capped iron pin set;
THENCE, N 23°46'56"E, a distance of 176.85 feet, to a 5/8" capped iron pin set;
THENCE, N 02°44'07"E, a distance of 190.80 feet, to a 5/8" capped iron pin set;

THENCE, N 19°07'09"W, a distance of 190.80 feet, to a 5/8" capped iron pin set;
THENCE, N 41°40'01"W, a distance of 202.74 feet, to a 5/8" capped iron pin set;
THENCE, N 53°17'16"W, a distance of 237.70 feet to the easterly line of Hallock-Young Road and a 5/8" capped iron pin set;

THENCE, N 37°20'03"E, along the easterly line of said Hallock-Young Road, distance of 102.72 feet to a 5/8" capped iron pin set;

THENCE, N 88°29'03"E, along the southerly line of said Hallock-Young Road, a distance of 366.23 feet to a 5/8" capped iron pin set:

THENCE, N 01°29'53"W, along the easterly line of said Hallock-Young Road, a distance of 226.09 feet to the centerline of Hallock-Young Road, being also the southerly line of Lot No.2;

THENCE, S 88°35'27"E, along the centerline of Hallock-Young Road, a distance of 188.50 feet to an angle point therein;

THENCE, N 89°38'33"E, continuing along said centerline, a distance of 858.78 feet to the Principal Place of Beginning and containing 47.2935 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon an assumed meridian and are to be used for reference only.

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

LEGAL DESCRIPTION FOR THE RESIDUAL PORTION OF P.P.N:45-192950

GENERAL MOTORS-LORDSTOWN PLANT

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

Known as being part of Original Lot No. 3 and 79, bounded and described as follows:

Beginning at the intersection of the centerline of Salem-Warren Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road(width varies), said point also being the intersection of original Lot No's.2,3 and 11; THENCE, S 89°43'38"W, along the centerline of said Hallock-Young Road, a distance of 1354.50 feet to an angle point therein;

THENCE, S 89°38'33"W, continuing along the centerline of Hallock-Young Road, a distance of 858.78 feet to an angle point therein;

THENCE, N 88°35'27"W, continuing along the centerline of Hallock-Young Road, a distance of 188.50;

THENCE, S 01°29'53"E, along an easterly line of Hallock-Young Road and passing through a 5/8" capped iron pin set at 30.04 feet, a total distance of 226.09 feet to a 5/8" capped iron pin set;

THENCE, S 88°29'03"W, along a southerly line of Hallock-Young Road, a distance of 366.23 feet to a 5/8" capped iron pin set;

THENCE, S 37°20'03"W, along the easterly limits of Hallock-Young Road, also being the westerly line of P.P.N.:45-903587 convey to the Ohio Turnpike Commission as recorded in O.R.735, Pg.607 of Trumbull County Records, a distance of 947.76 feet to a 5/8" capped iron pin set and the Principal Place Of Beginning of the parcel here intended to be described;

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THENCE, S 52°39'57"E, along the southerly line of said Ohio Turnpike Commission, a distance of 40.00 feet to a 5/8" capped iron pin set;

THENCE, N 37°20'03"E and 40 feet parallel by rectangular measurement to the easterly line of said Hallock-Young Road, along the easterly line of said Ohio Turnpike Commission parcel, a distance of 625.40 feet to a capped iron pin set; THENCE, continuing along the Ohio Turnpike Commission boundary, the following courses;

THENCE, S 53°17'16"E, a distance of 200.09 feet to a 5/8" capped iron pin set;

THENCE, S 39°20'13"E, a distance of 135.11 feet to a 5/8" capped iron pin set;

THENCE, S 33°54'07"W, a distance of 1087.35 feet to a 5/8" capped iron pin set;

THENCE, S 65°02'36"W, passing over the lot line between Lot. No. 3 and Lot. No. 78 at 42.51 feet, a total distance of 511.09 feet to a 5/8" capped iron pin set;

THENCE, S 46°49'39"W, a distance of 130.92 feet to the northerly limited access line of the Ohio

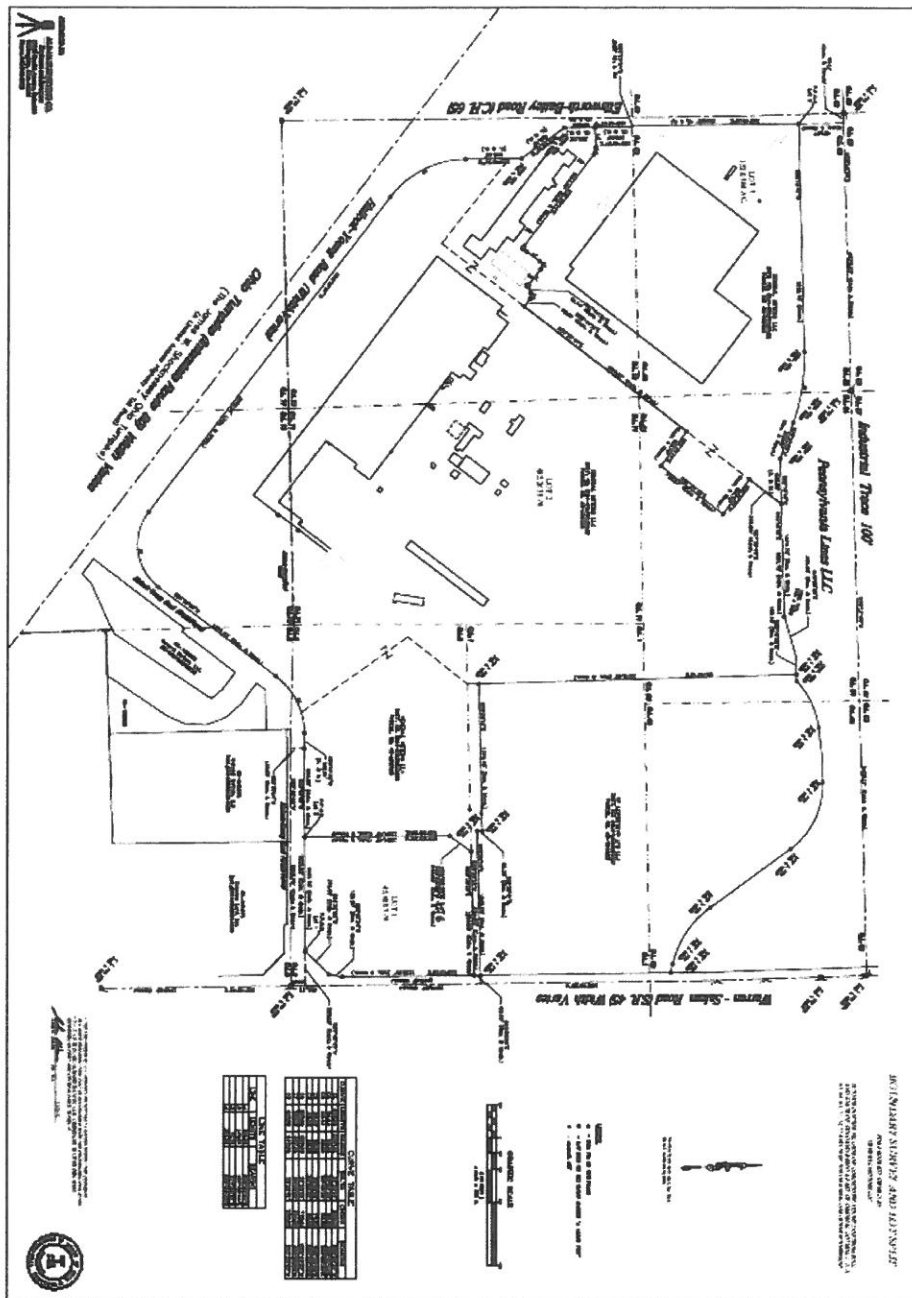
Turnpike, and a 5/8" capped iron pin set therein;

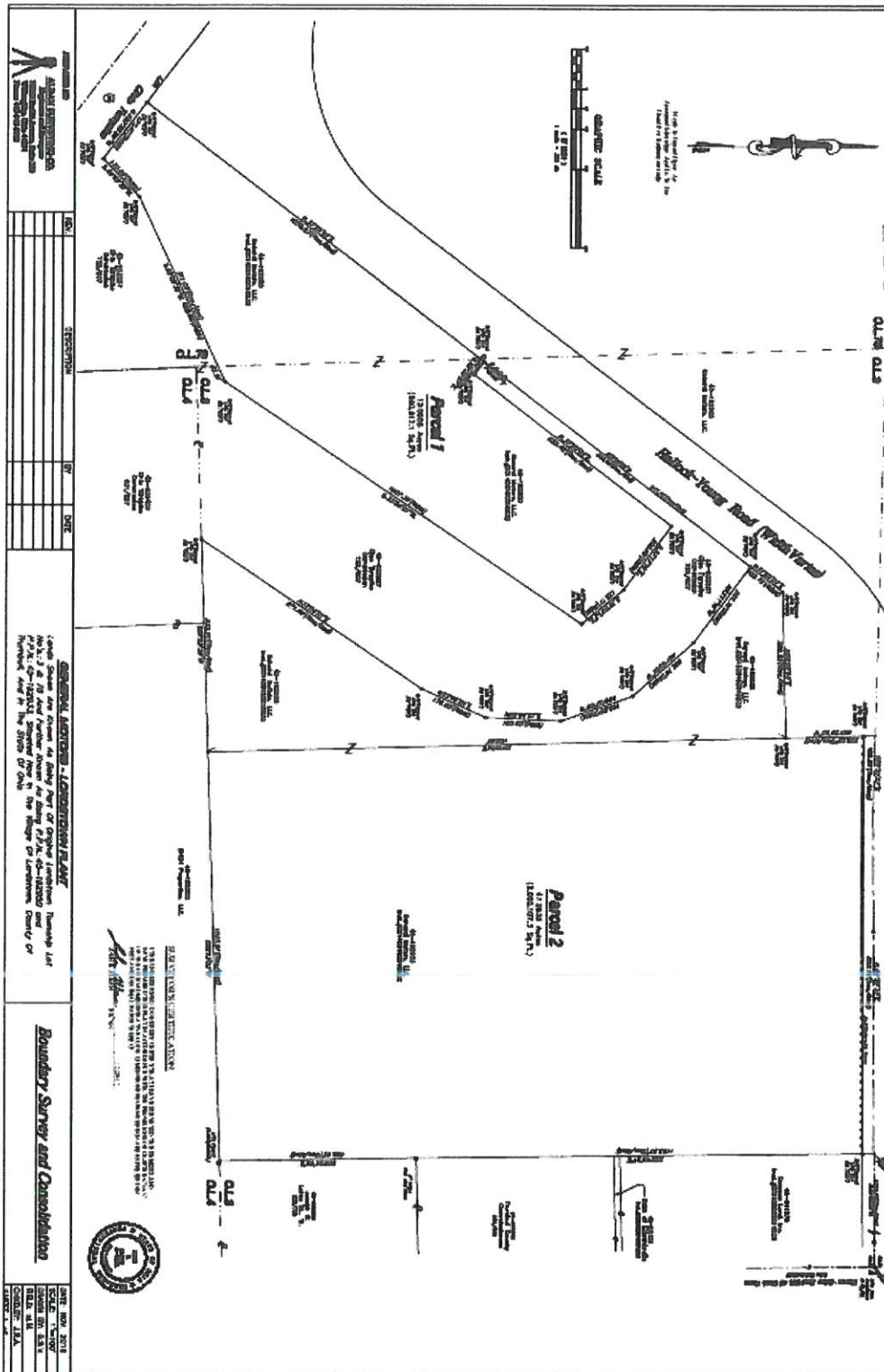
THENCE, N 52°38'59"W, along the northerly line of said Ohio Turnpike, a distance of 177.40 feet to the southeasterly corner of Hallock-Young Road, to a 5/8" capped iron pin set;

THENCE, N 37°20'03"E, along the easterly line of Hallock-Young Road, a distance of 1070.53 feet to the Principal Place of Beginning and containing 13.5655 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651. Bearings are based upon an assumed meridian and are to be used for reference only.

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

Drawing and Legal Description of Property





LEGAL DESCRIPTION FOR LOT 1
A PORTION OF P.P.N: 45-192925
GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Village of Lordstown, County of Trumbull and State of Ohio:
Known as being part of Original Lot No. 2 in Original Lordstown Township, bounded and described as follows:

Beginning at a 1" iron pin monument found at the intersection of the centerline of Warren-Salem Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road (width varies), said point also being the intersection of original Lot Nos. 2, 3 and 11; THENCE, N 00°45'59"W, along the centerline of said Warren-Salem Road, a distance of 130.00 feet to a point, THENCE, S 89°40'46" W, a distance of 329.13 feet to a 5/8" iron pin set on the northerly line of said Hallock-Young Road, said point being the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 89°40'46" W, along the northerly line of said Hallock-Young Road, a distance of 1060.76 feet to a 5/8" iron pin set;

THENCE, N 00°25'39" W, a distance of 1354.49 feet to a 5/8" iron pin set;

THENCE, N 36°22'22" E, a distance of 243.62 feet to a 5/8" iron pin set on the northerly line of O.L. 2;

THENCE, N 88°30'19" E, along said O.L. 2, a distance of 1154.85 feet to a 5/8" iron pin set on the westerly line of said Warren-Salem Road;

THENCE, S 00°45'59" E, along said Warren-Salem Road, a distance of 1226.87 feet to a 5/8" iron pin set at an angle point therein;

THENCE, S 10°42'24" W, along said Warren-Salem Road, a distance of 125.07 feet to a 5/8" iron pin set at an angle point therein;

THENCE, S 44°30'03"W, along said Warren-Salem Road, a distance of 315.66 feet to the Principal Place of Beginning and containing 45.6887 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon the Ohio State Plane Coordinate system.

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

LEGAL DESCRIPTION FOR LOT 2

A PORTION OF P.P.N: 45-192925, 45-192905 and 45-192910

GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Village of Lordstown, County of Trumbull and State of Ohio:
Known as being part of Original Lot Nos. 1, 2, 3, 64, 65, 71, 72, 77 and 78 in Original Lordstown Township, bounded and described as follows:

Beginning at a 1" iron pin monument found at the intersection of the centerline of Warren-Salem Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road (width varies), said point also being the intersection of original Lot Nos. 2, 3 and 11; THENCE, N 00°45'59"W, along the centerline of said Warren-Salem Road, a distance of 130.00 feet to a point, THENCE, S 89°40'46" W, a distance of 1389.89 feet to a 5/8" iron pin set on the northerly line of said Hallock-Young Road, said point being the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 89°40'46" W, along the northerly line of said Hallock-Young Road, a distance of 824.86 feet to a 5/8" iron pin set;

THENCE, N 89°15'39" W, along the northerly line of said Hallock-Young Road, a distance of 142.61 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 672.96 feet, a central angle of 52°16'01", an arc of 613.90 feet and a chord which bears S 63°28'03" W, a distance of 592.83 feet, along the northerly line of said Hallock-Young Road, to a 5/8" iron pin set;

THENCE, S 37°20'03" W, along the northerly line of said Hallock-Young Road, a distance of 1374.63 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 497.96 feet, a central angle of 90°00'00", an arc of 782.19 feet and a chord which bears S 82°20'03" W, a distance of 704.22 feet, along the northerly line of said Hallock-Young Road, to a 5/8" iron pin set;

THENCE, N 52°39'57" W, along the northerly line of said Hallock-Young Road, a distance of 3693.04 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 889.93 feet, a central angle of 51°53'00", an arc of 805.86 feet and a chord which bears N 26°43'27" W, a distance of 778.61 feet, along the northerly line of said Hallock-Young Road and the easterly line Ellsworth-Bailey Road (width varies), to a 5/8" iron pin set;

THENCE, N 00°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 525.00 feet to a concrete monument found;

THENCE, N 35°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 488.16 feet to a concrete monument found;

THENCE, N 00°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 290.52 feet to a 5/8" iron pin set;

THENCE, N 87°54'55" E, a distance of 183.36 feet to a 5/8" iron pin set;

THENCE, S 74°22'07" E, a distance of 72.90 feet to a 5/8" iron pin set;

THENCE, S 52°39'14" E, a distance of 1064.40 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 62.50 feet, a central angle of 58°03'34", an arc of 63.33 feet and a chord which bears N 66°22'33" E, a distance of 60.66 feet to a 5/8" iron pin set;

THENCE, N 37°20'46" E, a distance of 149.50 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 90°00'00", an arc of 82.47 feet and a chord which bears N 82°20'46" E, a distance of 74.25 feet to a 5/8" iron pin set;

THENCE, S 52°39'27" E, a distance of 180.39 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 22.50 feet, a central angle of 59°40'50", an arc of 23.44 feet and a chord which bears S 82°25'31" E, a distance of 22.39 feet to a 5/8" iron pin set;

THENCE, N 67°44'04" E, a distance of 61.44 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 59°37'30", an arc of 54.63 feet and a chord which bears S 82°27'11" E, a distance of 52.20 feet to a 5/8" iron pin set;

THENCE, S 52°44'11" E, a distance of 93.00 feet to a 5/8" iron pin set;

THENCE, N 37°15'49" E, a distance of 1919.07 feet to a 5/8" iron pin set;

THENCE, S 52°30'19" E, a distance of 403.76 feet to a 5/8" iron pin set;

THENCE, N 37°34'30" E, a distance of 738.57 feet to a 5/8" iron pin set;

THENCE, N 52°17'53" W, a distance of 407.78 feet to a 5/8" iron pin set;

THENCE, N 37°15'49" E, a distance of 376.84 feet to a 5/8" iron pin set on the southerly line of property owned by Pennsylvania Lines LLC ;

THENCE, N 88°18'16" E, along said Pennsylvania Lines LLC property, a distance of 1051.72 feet to a concrete monument found;

THENCE, N 73°28'26" E, along said Pennsylvania Lines LLC property, a distance of 389.56 feet to a concrete monument found;

THENCE, N 88°18'32" E, along said Pennsylvania Lines LLC property, a distance of 166.10 feet to a 5/8" iron pin found at the northwesterly corner of property owned by NP Lordstown 173 LLC, as recorded in instrument number 2014-12110024517 of Trumbull County Records;

THENCE, S 01°41'16" E, along said NP Lordstown 173 LLC property, a distance of 2979.40 feet to a 5/8" iron pin found;

THENCE, N 88°30'19" E, along said NP Lordstown 173 LLC property, a distance of 1370.45 feet to a 5/8" iron pin found;

THENCE, S 01°29'41" E, along said NP Lordstown 173 LLC property, a distance of 49.25 feet to a 5/8" iron pin found;

THENCE, N 88°30'19" E, along said NP Lordstown 173 LLC property, a distance of 1345.28 feet to a 5/8" iron pin found on the westerly line of said Warren-Salem Road;

THENCE, S 00°45'59" E, along said Warren-Salem Road, a distance of 60.00 feet to a 5/8" iron pin set;

THENCE, S 88°30'19" W, a distance of 1154.85 feet to a 5/8" iron pin set;

THENCE, S 36°22'22" W, a distance of 243.62 feet to a 5/8" iron pin set;

THENCE, S 00°25'39" E, a distance of 1354.49 feet to the Principal Place of Beginning and containing 485.2638 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon the Ohio State Plane Coordinate system.

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

LEGAL DESCRIPTION FOR LOT 3

A PORTION OF P.P.N: 45-192905 and 45-192910

GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Village of Lordstown, County of Trumbull and State of Ohio:

Known as being part of Original Lot Nos. 63, 64 and 72 in Original Lordstown Township, bounded and described as follows:

Beginning at a 1" iron pin monument found at the intersection of the centerline of Industrial Trace (100') with the intersection of the centerline of Ellsworth-Bailey Road (width varies), said point also being the intersection of Original Lot Nos. 58, 59, 62 and 63; THENCE, N 88°14'20" E, along the centerline of said Industrial Trace, a distance of 92.11 feet to a point, THENCE, S 00°46'12" E, a distance of 427.37 feet to a 5/8" iron pin set on the easterly line of said Ellsworth-Bailey Road, said point being the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 00°46'12" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 1560.81 feet to a 5/8" iron pin set;

THENCE, N 89°13'24" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 10.00 feet to a 5/8" iron pin set;

THENCE, S 00°46'57" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 348.63 feet to a 5/8" iron pin set;

THENCE, N 87°54'55" E, a distance of 183.36 feet to a 5/8" iron pin set;

THENCE, S 74°22'07" E, a distance of 72.90 feet to a 5/8" iron pin set;

THENCE, S 52°39'14" E, a distance of 1064.40 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 62.50 feet, a central angle of 58°03'34", an arc of 63.33 feet and a chord which bears N 66°22'33" E, a distance of 60.66 feet to a 5/8" iron pin set;

THENCE, N 37°20'46" E, a distance of 149.50 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 90°00'00", an arc of 82.47 feet and a chord which bears N 82°20'46" E, a distance of 74.25 feet to a 5/8" iron pin set;

THENCE, S 52°39'27" E, a distance of 180.39 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 22.50 feet, a central angle of $59^{\circ}40'50''$, an arc of 23.44 feet and a chord which bears $S\ 82^{\circ}25'31''\ E$, a distance of 22.39 feet to a 5/8" iron pin set;

THENCE, $N\ 67^{\circ}44'04''\ E$, a distance of 61.44 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of $59^{\circ}37'30''$, an arc of 54.63 feet and a chord which bears $S\ 82^{\circ}27'11''\ E$, a distance of 52.20 feet to a 5/8" iron pin set;

THENCE, $S\ 52^{\circ}44'11''\ E$, a distance of 93.00 feet to a 5/8" iron pin set;

THENCE, $N\ 37^{\circ}15'49''\ E$, a distance of 1919.07 feet to a 5/8" iron pin set;

THENCE, $S\ 52^{\circ}30'19''\ E$, a distance of 403.76 feet to a 5/8" iron pin set;

THENCE, $N\ 37^{\circ}34'30''\ E$, a distance of 738.57 feet to a 5/8" iron pin set;

THENCE, $N\ 52^{\circ}17'53''\ W$, a distance of 407.78 feet to a 5/8" iron pin set;

THENCE, $N\ 37^{\circ}15'49''\ E$, a distance of 376.84 feet to a 5/8" iron pin set on the southerly line of property owned by Pennsylvania Lines LLC;

THENCE, $S\ 88^{\circ}18'16''\ W$, along said Pennsylvania Lines LLC property, a distance of 423.00 feet to a concrete monument found;

THENCE, $N\ 70^{\circ}15'00''\ W$, along said Pennsylvania Lines LLC property, a distance of 358.21 feet to a concrete monument found at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 1797.61 feet, a central angle of $21^{\circ}25'14''$, an arc of 672.05 feet and a chord which bears $N\ 80^{\circ}58'37''\ W$, a distance of 668.15 feet to a 5/8" iron pin set;

THENCE, $S\ 88^{\circ}18'47''\ W$, a distance of 2122.75 feet to the Principal Place of Beginning and containing 152.0384 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon the Ohio State Plane Coordinate system.

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

LEGAL DESCRIPTION FOR THE CONSOLIDATION OF P.P.N:45-192933
AND THE EASTERLY PORTION OF P.P.N:45-192950
-GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:
Known as being part of Original Lot No. 3 and 78, bounded and described as follows:

Beginning at the intersection of the centerline of Salem-Warren Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road(width varies), said point also being the intersection of original Lot No's.2,3 and 11; THENCE, S 89°43'38"W, along the centerline of said Hallock-Young Road, a distance of 1354.50 feet to the northwesterly corner of P.P.N.:45-041575 conveyed to Cassens Land, Inc. as recorded in Inst.#201108020014528 of Trumbull County Records, and the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 00°40'27" E, along the westerly line of said Cassens Land, Inc., passing through a 5/8" capped iron pin set at 30.00 feet, and along P.P.N.:45-041560, conveyed to Bank of Edwardsville, as recorded in Inst.#201602010001893 of Trumbull County Records and P.P.N.:45-903262, conveyed to the Trumbull County Commissioners, as recorded in O.R.846, Page 459, a total distance of 1153.27 feet to a 2" iron pipe found (1.21' east) at the northwesterly corner of P.P.N.:45-039200, conveyed to Joseph W. Loree Sr., Tr., as recorded in O.R. 225, Page 789;

THENCE, S 00°54'42" E, along the westerly line of said P.P.N.:45-039200, a distance of 496.95 feet to an iron pin found (5.29' east, 3.25' south) at the southwesterly corner of said P.P.N.:45-039200 and the northerly line of P.P.N.:45-189203 conveyed to BHGH Properties, and the northerly line of original Lot No.4;

THENCE, S 88°13'03" W, along the northerly line of said original Lot No.4 and the northerly line of said P.P.N.:45-189203, a distance of 1025.21 feet to an angle point therein and a 5/8" capped iron pin set:

THENCE, S 87°53'38"W, continuing along said northerly line of P.P.N.:45-189203, also the northerly line of P.P.N.:45-036400, conveyed to the Ohio Turnpike Commission, as recorded in O.R.631, Pg.267, a distance of 533.90 feet to a 5/8" capped iron pin set in a southeasterly corner of P.P.N.:45-903587, conveyed to the Ohio Turnpike Commission, as recorded in O.R.735, Pg.607 also being the southwesterly corner of P.P.N.:45-192950, as conveyed to General Motors, LLC., as recorded in Inst.#201409190018632;

THENCE, along the easterly most limits of P.P.N.:45-903587, as conveyed to the Ohio Turnpike Commission, the following courses:

THENCE, N 33°54'07"E, a distance of 671.40 feet, to a 5/8" capped iron pin set;

THENCE, N 23°46'56"E, a distance of 176.85 feet, to a 5/8" capped iron pin set;

THENCE, N 02°44'07"E, a distance of 190.80 feet, to a 5/8" capped iron pin set;

THENCE, N 19°07'09"W, a distance of 190.80 feet, to a 5/8" capped iron pin set;
THENCE, N 41°40'01"W, a distance of 202.74 feet, to a 5/8" capped iron pin set;
THENCE, N 53°17'16"W, a distance of 237.70 feet to the easterly line of Hallock-Young Road and a 5/8" capped iron pin set;

THENCE, N 37°20'03"E, along the easterly line of said Hallock-Young Road, distance of 102.72 feet to a 5/8" capped iron pin set;

THENCE, N 88°29'03"E, along the southerly line of said Hallock-Young Road, a distance of 366.23 feet to a 5/8" capped iron pin set:

THENCE, N 01°29'53"W, along the easterly line of said Hallock-Young Road, a distance of 226.09 feet to the centerline of Hallock-Young Road, being also the southerly line of Lot No.2;

THENCE, S 88°35'27"E, along the centerline of Hallock-Young Road, a distance of 188.50 feet to an angle point therein;

THENCE, N 89°38'33"E, continuing along said centerline, a distance of 858.78 feet to the Principal Place of Beginning and containing 47.2935 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon an assumed meridian and are to be used for reference only.

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

EXHIBIT C

Entities Holding Recorded Interest in Restricted Area Including Easements

1. The Central District & Printing Telegraph Company of Pennsylvania, recorded December 15, 1905 in Lease Vol. 5, Page 588 (Right of Way BLL-9).
2. The Central District & Printing Telegraph Company of Pennsylvania, recorded December 16, 1905 in Lease Vol. 5, Page 592 (Easement BII-10).
3. The Central District & Printing Telegraph Company of Pennsylvania, recorded May 9, 1906 in Lease Vol. 6, Page 15 (Right of Way BII-11).
4. The Ohio Public Service Company recorded August 15, 1931 in Deed Vol. 28, Page 192 (Easement BII-12).
5. The Ohio Public Service Company recorded August 15, 1931 in Deed Vol. 28, Page 193 (Easement – BII-13).
6. The Ohio Public Service Company recorded January 27, 1950 in Deed Vol. 504, Page 275 (Easement BII-14).
7. Ohio Turnpike Commission recorded December 3, 1952 in Deed Vol. 572, Page 193 (RRC-Deed BII-15).
8. Ohio Turnpike Commission recorded January 15, 1953 in Deed Vol. 520, Page 260 (RRC-Deed BII-16).
9. Ohio Turnpike Commission, recorded June 16, 1953 in Deed Vol. 577, Page 350 (Easement BII-18).
10. Ohio Turnpike Commission, recorded June 16, 1953 in Deed Vol. 577, Page 352 (Easement BII-19).
11. Ohio Edison Company, recorded June 16, 1953 in Deed Vol. 577, Page 357 (Easement BII-20).
12. Board of County Commissioners of Trumbull County, Ohio, recorded August 18, 1965 in Deed Vol. 836, Page 551 (Easement BII-21).
13. Ohio Edison Company, recorded May 16, 1966 in Deed Vol. 847, Page 181 (Easement BII-23).

14. City of Warren, recorded September 12, 1966 in Deed Vol. 852, Page 1087 (Easement BII-24).
15. County of Trumbull, recorded December 15, 1966 in Deed Vol. 856, Page 871 (Easement BII-25).
16. Ohio Edison Company, recorded December 20, 1966 in Deed Vol. 856, Page 1016 (Easement BII-26).
17. Ohio Edison Company, recorded December 20, 1966 in Plat Book 30, Page 55 (Easement BII-27).
18. State of Ohio recorded June 6, 1967 in Deed Vol. 863, Page 304 (Easement BII-29).
19. County of Trumbull, recorded February 18, 1970 in Deed Vol. 909, Page 743 (Easement BII-30).
20. Ohio Edison Company recorded August 28, 1970 in Deed Vol. 917, Page 1101 (Easement BII-31).
21. Industrial Energy Corporation recorded July 20, 1972 in Lease Vol. 86, Page 695 (Lease BII-32).
22. The East Ohio Gas Company recorded July 18, 1974, in Deed Vol. 989, Page 384 (Easement BII-34).
23. Atlas License Agreements, recorded June 28, 1976 in Deed Vol. 1025, Page 806 (License BII-35).
24. License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations, between Consolidated Rail Corporation and General Motors Corporation, recorded September 28, 1976 in Deed Vol. 1031, Page 423 (License BII-36).
25. License Agreement to construct, maintain and use one (1) 2-inch natural gas line, between The Baltimore and Ohio Railroad Company and General Motors Company recorded October 28, 1978 in Deed Vol. 1033, Page 164 License BII-37).
26. Right of Way and Pipeline Easement to General Motors Corporation, recorded July 11, 1983 in OR Vol. 144, Page 779 (ROW BII-38).
27. Easement to Ohio Water Development Authority, recorded August 10, 1984 in OR Vol. 193, Page 115 (Easement BII-39).
28. License Agreement for a natural gas pipeline and meter site, between General Motors Corporation and Atlas Energy Group, Inc. recorded November 5, 1984 in OR Vol. 204, Page 372. Amended by Declaration of Pooling recorded July 31, 1985 in OR Vol. 246, Page 67 (License BII-40).

29. Non-Drilling Oil and Gas Lease by and between CSX Transportation, Inc. and General Motors Corporation, recorded November 21, 1991 in OR Vol. 641, Page 1011; and, Declaration of Pooling, recorded April 28, 1992 in OR Vol. 676, Page 1026 (Lease BII-41).
30. Non-Drilling Oil and Gas Lease by and between General Motors Corp., Energy Supply Division and Consolidated Rail Corporation recorded April 1, 1992 in OR Vol. 669, Page 647; and, Declaration of Pooling, recorded April 28, 1992 in OR Vol. 676, Page 1026 (Lease BII-42).
31. Easement granted to Ohio Edison Company recorded February 12, 1993 in OR Vol. 745, Page 242 (Easement BII-43).
32. Right of Way and Pipeline Easement to Eastern States Oil & Gas, Inc., recorded May 17, 1996 in OR Vol. 1019, Page 858 (ROW BII-44).
33. Easement granted to Eastern States Oil & Gas, Inc., recorded May 17, 1996, in OR Vol. 1019, Page 862 (Easement BII-45).
34. Oil and Gas Lease by and between General Motors Corporation and Eastern States Oil & Gas, Inc. recorded May 17, 1996 in Lease Vol. 1019, Page 865 (Lease BII-46).
35. Easement Agreement between General Motors LLC and The East Ohio Gas Company, DBA Dominion East Ohio, recorded December 28, 2015 in Instrument No. 201512280024530. Modification of Easement Agreement dated September 19, 2016 and recorded September 29, 2016 in Instrument No. 201609290017738 (Easement BII-51).

EXHIBIT D

Notice upon Conveyance of Restricted Area or any Portion thereof

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2018. THE ENVIRONMENTAL COVENANT WAS RECORDED IN THE OFFICE OF THE TRUMBULL COUNTY RECORDER ON _____, 2018, IN [DOCUMENT _____ OR BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT GENERALLY CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND ACCESS RIGHTS:

1. The Restricted Area shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the corrective measures which have been implemented or which will be implemented pursuant to the Final Decision for selection of the Corrective Measures at the Site dated May 3, 2007 (Final Decision), or the Dust Control Plan in Appendix A of the Final Remedy Construction Completion Report dated August 15, 2007 (Dust Control Plan) through this Environmental Covenant unless the written consent of the United States Environmental Protection Agency ("U.S. EPA") to such use is first obtained. The Restricted Area covered by this Notice is identified in Attachment 1.
2. No potable use of groundwater from the Restricted Area will be allowed.
3. Owner agrees not to permit the Restricted Area to be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the implemented corrective measures for the Restrictive Area or of this Environmental Covenant, unless the written consent of the U.S. EPA to such use is first obtained. Owner's agreement to restrict the use of the Restricted Area shall include the implementation of dust control measures for activities that expose larger than 5 contiguous acres of the subsurface, as provided in the Dust Control Plan. Further, Owner agrees to refrain from bringing, and ~~refuses to grant permission to any other person to bring, solid waste onto the Restricted Area~~, except in accordance with any federal, state or local permit or regulations. Owner shall also establish and maintain Financial Assurance pursuant to the terms of the Environmental Covenant.
4. In the event that any activity constitutes a violation of these use and activity restrictions, Owner and/or Transferee shall notify General Motors LLC (the "Holder"), and U.S. EPA and Ohio EPA (collectively, the "Agencies"), 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, Transferee, Holder, and the Agencies.

5. Owner and every subsequent Transferee shall notify Holder and the Agencies within thirty (30) days after each conveyance of an interest in any portion of the Restricted Area. The 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 portion of the Restricted Area being transferred, a survey map of the portion of the Restricted Area being transferred; and the closing date of the transfer of ownership of the portion of the Restricted Area.

6. U.S. EPA and Ohio EPA and the Holder shall have a permanent right of access to the Restricted Area to take any action authorized by law; any action related to implementation, oversight or enforcement of this Environmental Covenant, the Final Decision dated May 3, 2007, or the Dust Control Plan. Such rights of access, include but are not limited to obtaining samples; inspecting or copying records, operating logs, contracts or other documents; surveying and making soil tests of the Restricted Area; locating utility lines; or other actions that may be necessary to protect human health and the environment. The access rights do not limit any statutory authority of the Agencies nor do they provide any rights against the Agencies.

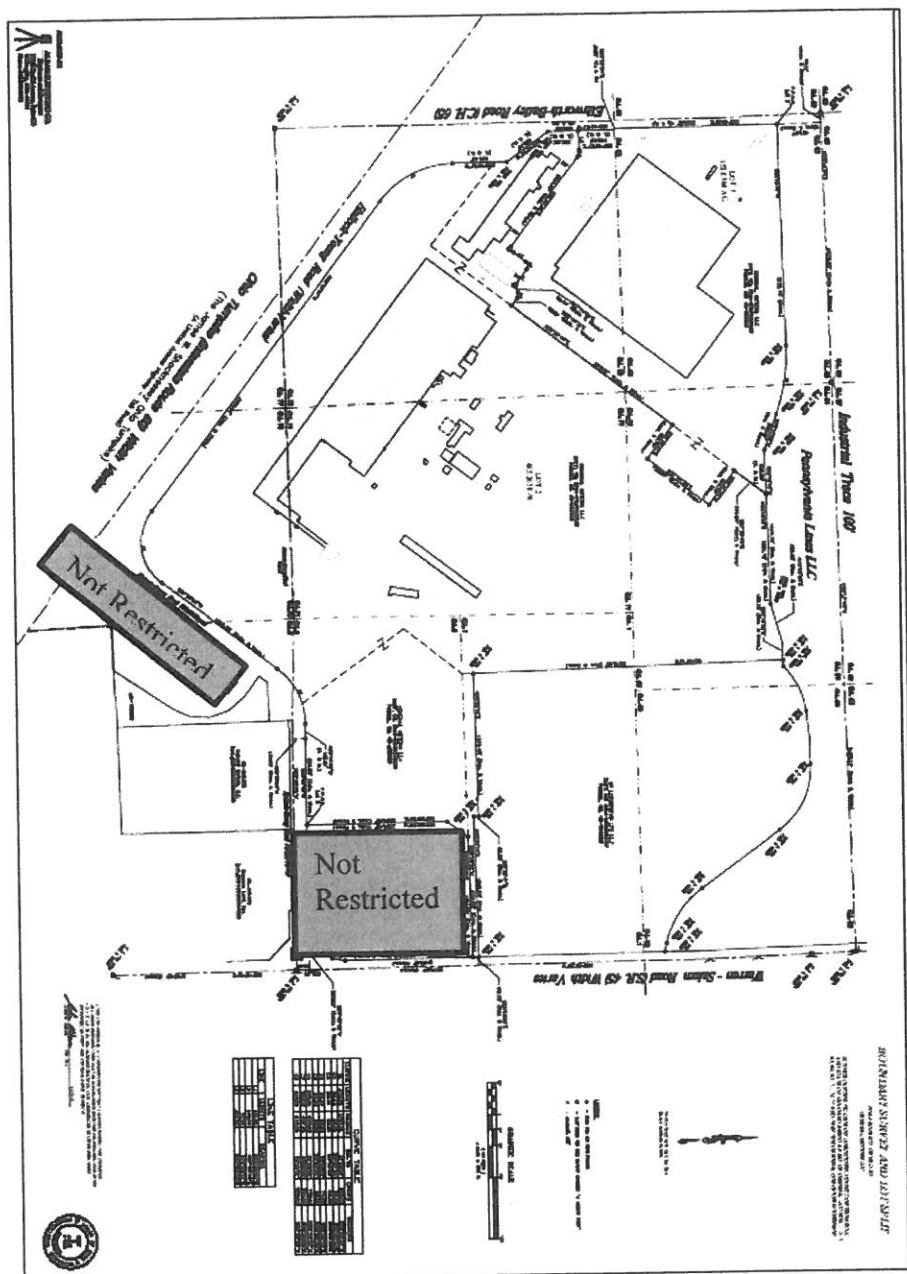
7. The Restricted Area shall only be used for Industrial/Commercial Activities. The Restricted Area shall not be used for Residential and Other Prohibited Activities. Owner acknowledges and agrees that the Restricted Area has been remediated only for Industrial/Commercial Activities.

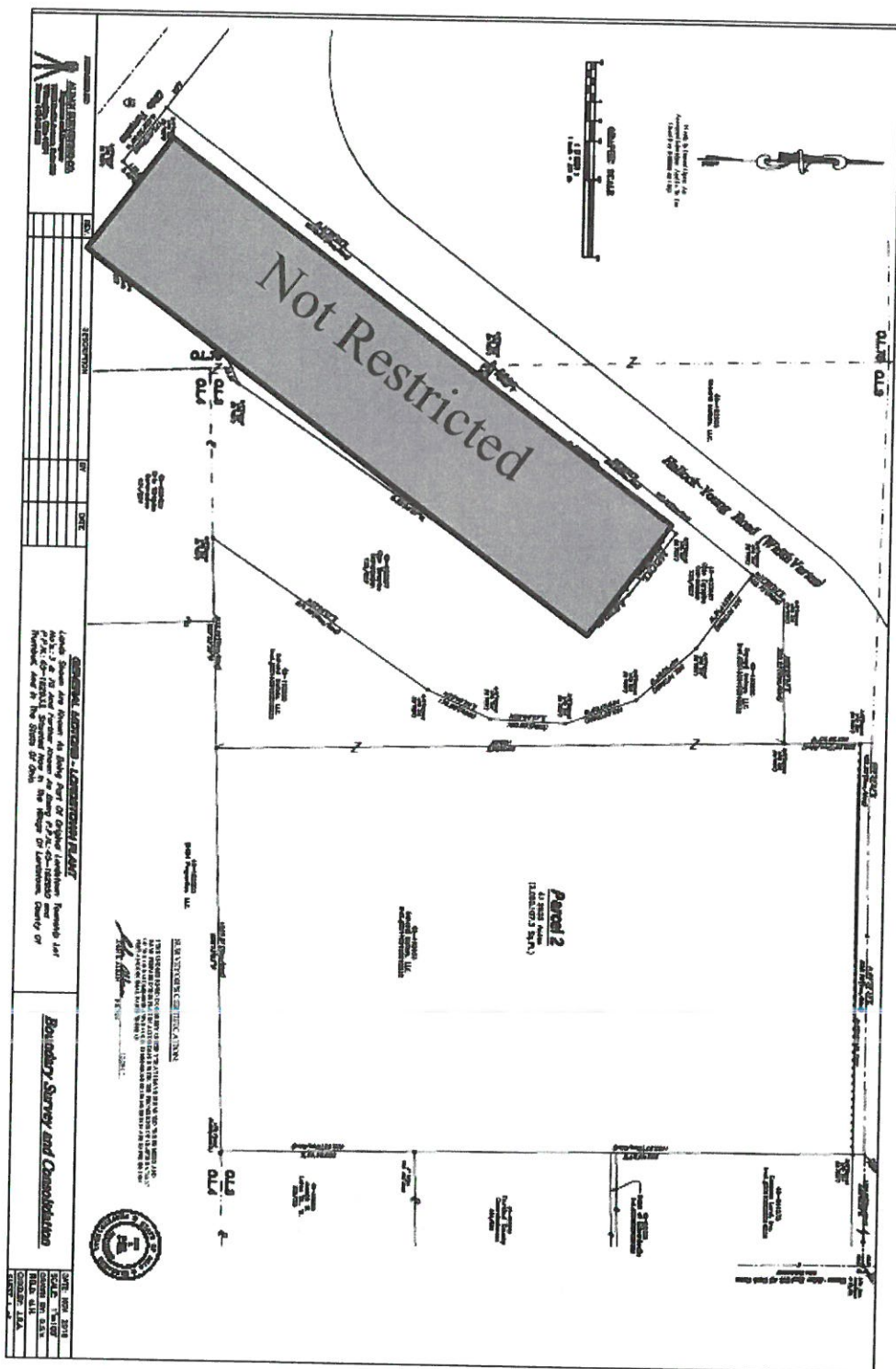
Industrial/Commercial Activities. This term includes, but is not limited to: (a) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities; (b) governmental, administrative and general office activities, (c) manufacturing, processing, packaging, handling and warehousing activities, including, but not limited to, production, storage and sales of durable goods and other products; (d) research and development, including all ancillary and supporting activities incident thereto; (e) other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical intermediates, blendstocks, feedstocks and/or by-products, durable goods; (f) educational and religious facilities; (g) hospitals, and medical and dental offices; (h) restaurants and other food and beverage services (e.g., food stores, restaurants and banquet facilities); (i) indoor entertainment and recreational facilities; (j) hotels and motels; (k) activities which are consistent with or similar to the above listed activities together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities.

Residential and Other Prohibited Activities. This term includes, but is not limited to: (a) single and multi-family dwellings and rental units; (b) day care centers and preschools; (c) assisted living facilities and other extended care medical facilities; (d) outdoor entertainment and recreational facilities; (e) transient or other residential facilities, and (f) agricultural.

8. Owner covenants that it will maintain the Restricted Area and implement the measures identified in the Environmental Covenant, and the Dust Control Plan.
9. U.S. EPA maintains an Administrative Record for this site at U.S. EPA, Region 5, Land and Chemicals Division, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois, 60604-3590.

Drawing and Legal Description of Restricted Area





LEGAL DESCRIPTION FOR LOT 2

A PORTION OF P.P.N: 45-192925, 45-192905 and 45-192910

GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Village of Lordstown, County of Trumbull and State of Ohio:

Known as being part of Original Lot Nos. 1, 2, 3, 64, 65, 71, 72, 77 and 78 in Original Lordstown Township, bounded and described as follows:

Beginning at a 1" iron pin monument found at the intersection of the centerline of Warren-Salem Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road (width varies), said point also being the intersection of original Lot Nos. 2, 3 and 11; THENCE, N 00°45'59"W, along the centerline of said Warren-Salem Road, a distance of 130.00 feet to a point, THENCE, S 89°40'46" W, a distance of 1389.89 feet to a 5/8" iron pin set on the northerly line of said Hallock-Young Road, said point being the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 89°40'46" W, along the northerly line of said Hallock-Young Road, a distance of 824.86 feet to a 5/8" iron pin set;

THENCE, N 89°15'39" W, along the northerly line of said Hallock-Young Road, a distance of 142.61 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 672.96 feet, a central angle of 52°16'01", an arc of 613.90 feet and a chord which bears S 63°28'03" W, a distance of 592.83 feet, along the northerly line of said Hallock-Young Road, to a 5/8" iron pin set;

THENCE, S 37°20'03" W, along the northerly line of said Hallock-Young Road, a distance of 1374.63 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 497.96 feet, a central angle of 90°00'00", an arc of 782.19 feet and a chord which bears S 82°20'03" W, a distance of 704.22 feet, along the northerly line of said Hallock-Young Road, to a 5/8" iron pin set;

THENCE, N 52°39'57" W, along the northerly line of said Hallock-Young Road, a distance of 3693.04 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 889.93 feet, a central angle of 51°53'00", an arc of 805.86 feet and a chord which bears N 26°43'27" W, a distance of 778.61 feet, along the northerly line of said Hallock-Young Road and the easterly line Ellsworth-Bailey Road (width varies), to a 5/8" iron pin set;

THENCE, N 00°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 525.00 feet to a concrete monument found;

THENCE, N 35°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 488.16 feet to a concrete monument found;

THENCE, N 00°46'57" W, along the easterly line of said Ellsworth-Bailey Road, a distance of 290.52 feet to a 5/8" iron pin set;

THENCE, N 87°54'55" E, a distance of 183.36 feet to a 5/8" iron pin set;

THENCE, S 74°22'07" E, a distance of 72.90 feet to a 5/8" iron pin set;

THENCE, S 52°39'14" E, a distance of 1064.40 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 62.50 feet, a central angle of 58°03'34", an arc of 63.33 feet and a chord which bears N 66°22'33" E, a distance of 60.66 feet to a 5/8" iron pin set;

THENCE, N 37°20'46" E, a distance of 149.50 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 90°00'00", an arc of 82.47 feet and a chord which bears N 82°20'46" E, a distance of 74.25 feet to a 5/8" iron pin set;

THENCE, S 52°39'27" E, a distance of 180.39 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 22.50 feet, a central angle of 59°40'50", an arc of 23.44 feet and a chord which bears S 82°25'31" E, a distance of 22.39 feet to a 5/8" iron pin set;

THENCE, N 67°44'04" E, a distance of 61.44 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 59°37'30", an arc of 54.63 feet and a chord which bears S 82°27'11" E, a distance of 52.20 feet to a 5/8" iron pin set;

THENCE, S 52°44'11" E, a distance of 93.00 feet to a 5/8" iron pin set;

THENCE, N 37°15'49" E, a distance of 1919.07 feet to a 5/8" iron pin set;

THENCE, S 52°30'19" E, a distance of 403.76 feet to a 5/8" iron pin set;

THENCE, N 37°34'30" E, a distance of 738.57 feet to a 5/8" iron pin set;

THENCE, N 52°17'53" W, a distance of 407.78 feet to a 5/8" iron pin set;

THENCE, N 37°15'49" E, a distance of 376.84 feet to a 5/8" iron pin set on the southerly line of property owned by Pennsylvania Lines LLC ;

THENCE, N 88°18'16" E, along said Pennsylvania Lines LLC property, a distance of 1051.72 feet to a concrete monument found;

THENCE, N 73°28'26" E, along said Pennsylvania Lines LLC property, a distance of 389.56 feet to a concrete monument found;

THENCE, N 88°18'32" E, along said Pennsylvania Lines LLC property, a distance of 166.10 feet to a 5/8" iron pin found at the northwesterly corner of property owned by NP Lordstown 173 LLC, as recorded in instrument number 2014-12110024517 of Trumbull County Records;

THENCE, S 01°41'16" E, along said NP Lordstown 173 LLC property, a distance of 2979.40 feet to a 5/8" iron pin found;

THENCE, N 88°30'19" E, along said NP Lordstown 173 LLC property, a distance of 1370.45 feet to a 5/8" iron pin found;

THENCE, S 01°29'41" E, along said NP Lordstown 173 LLC property, a distance of 49.25 feet to a 5/8" iron pin found;

THENCE, N 88°30'19" E, along said NP Lordstown 173 LLC property, a distance of 1345.28 feet to a 5/8" iron pin found on the westerly line of said Warren-Salem Road;

THENCE, S 00°45'59" E, along said Warren-Salem Road, a distance of 60.00 feet to a 5/8" iron pin set;

THENCE, S 88°30'19" W, a distance of 1154.85 feet to a 5/8" iron pin set;

THENCE, S 36°22'22" W, a distance of 243.62 feet to a 5/8" iron pin set;

THENCE, S 00°25'39" E, a distance of 1354.49 feet to the Principal Place of Beginning and containing 485.2638 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon the Ohio State Plane Coordinate system.

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

LEGAL DESCRIPTION FOR LOT 3

A PORTION OF P.P.N: 45-192905 and 45-192910

GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Village of Lordstown, County of Trumbull and State of Ohio:
Known as being part of Original Lot Nos. 63, 64 and 72 in Original Lordstown Township, bounded and described as follows:

Beginning at a 1" iron pin monument found at the intersection of the centerline of Industrial Trace (100') with the intersection of the centerline of Ellsworth-Bailey Road (width varies), said point also being the intersection of Original Lot Nos. 58, 59, 62 and 63; THENCE, N 88°14'20" E, along the centerline of said Industrial Trace, a distance of 92.11 feet to a point, THENCE, S 00°46'12" E, a distance of 427.37 feet to a 5/8" iron pin set on the easterly line of said Ellsworth-Bailey Road, said point being the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 00°46'12" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 1560.81 feet to a 5/8" iron pin set;

THENCE, N 89°13'24" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 10.00 feet to a 5/8" iron pin set;

THENCE, S 00°46'57" E, along the easterly line of said Ellsworth-Bailey Road, a distance of 348.63 feet to a 5/8" iron pin set;

THENCE, N 87°54'55" E, a distance of 183.36 feet to a 5/8" iron pin set;

THENCE, S 74°22'07" E, a distance of 72.90 feet to a 5/8" iron pin set;

THENCE, S 52°39'14" E, a distance of 1064.40 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 62.50 feet, a central angle of 58°03'34", an arc of 63.33 feet and a chord which bears N 66°22'33" E, a distance of 60.66 feet to a 5/8" iron pin set;

THENCE, N 37°20'46" E, a distance of 149.50 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 90°00'00", an arc of 82.47 feet and a chord which bears N 82°20'46" E, a distance of 74.25 feet to a 5/8" iron pin set;

THENCE, S 52°39'27" E, a distance of 180.39 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 22.50 feet, a central angle of 59°40'50", an arc of 23.44 feet and a chord which bears S 82°25'31" E, a distance of 22.39 feet to a 5/8" iron pin set;

THENCE, N 67°44'04" E, a distance of 61.44 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right having a radius of 52.50 feet, a central angle of 59°37'30", an arc of 54.63 feet and a chord which bears S 82°27'11" E, a distance of 52.20 feet to a 5/8" iron pin set;

THENCE, S 52°44'11" E, a distance of 93.00 feet to a 5/8" iron pin set;

THENCE, N 37°15'49" E, a distance of 1919.07 feet to a 5/8" iron pin set;

THENCE, S 52°30'19" E, a distance of 403.76 feet to a 5/8" iron pin set;

THENCE, N 37°34'30" E, a distance of 738.57 feet to a 5/8" iron pin set;

THENCE, N 52°17'53" W, a distance of 407.78 feet to a 5/8" iron pin set;

THENCE, N 37°15'49" E, a distance of 376.84 feet to a 5/8" iron pin set on the southerly line of property owned by Pennsylvania Lines LLC;

THENCE, S 88°18'16" W, along said Pennsylvania Lines LLC property, a distance of 423.00 feet to a concrete monument found;

THENCE, N 70°15'00" W, along said Pennsylvania Lines LLC property, a distance of 358.21 feet to a concrete monument found at a point of curvature;

THENCE, along a curve deflecting to the left having a radius of 1797.61 feet, a central angle of 21°25'14", an arc of 672.05 feet and a chord which bears N 80°58'37" W, a distance of 668.15 feet to a 5/8" iron pin set;

THENCE, S 88°18'47" W, a distance of 2122.75 feet to the Principal Place of Beginning and containing 152.0384 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon the Ohio State Plane Coordinate system.

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

LEGAL DESCRIPTION FOR THE CONSOLIDATION OF P.P.N:45-192933
AND THE EASTERLY PORTION OF P.P.N:45-192950
-GENERAL MOTORS - LORDSTOWN PLANT

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:
Known as being part of Original Lot No. 3 and 78, bounded and described as follows:

Beginning at the intersection of the centerline of Salem-Warren Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road(width varies), said point also being the intersection of original Lot No's.2,3 and 11; THENCE, S 89°43'38"W, along the centerline of said Hallock-Young Road, a distance of 1354.50 feet to the northwesterly corner of P.P.N.:45-041575 conveyed to Cassens Land, Inc. as recorded in Inst.#201108020014528 of Trumbull County Records, and the Principle Place of Beginning of the parcel of land herein described;

THENCE, S 00°40'27" E, along the westerly line of said Cassens Land, Inc., passing through a 5/8" capped iron pin set at 30.00 feet, and along P.P.N.:45-041560, conveyed to Bank of Edwardsville, as recorded in Inst.#201602010001893 of Trumbull County Records and P.P.N.:45-903262, conveyed to the Trumbull County Commissioners, as recorded in O.R.846, Page 459, a total distance of 1153.27 feet to a 2" iron pipe found (1.21' east) at the northwesterly corner of P.P.N.:45-039200, conveyed to Joseph W. Loree Sr., Tr., as recorded in O.R. 225, Page 789;

THENCE, S 00°54'42" E, along the westerly line of said P.P.N.:45-039200, a distance of 496.95 feet to an iron pin found (5.29' east, 3.25' south) at the southwesterly corner of said P.P.N.:45-039200 and the northerly line of P.P.N.:45-189203 conveyed to BHGH Properties, and the northerly line of original Lot No.4;

THENCE, S 88°13'03" W, along the northerly line of said original Lot No.4 and the northerly line of said P.P.N.:45-189203, a distance of 1025.21 feet to an angle point therein and a 5/8" capped iron pin set:

THENCE, S 87°53'38"W, continuing along said northerly line of P.P.N.:45-189203, also the northerly line of P.P.N.:45-036400, conveyed to the Ohio Turnpike Commission, as recorded in O.R.631, Pg.267, a distance of 533.90 feet to a 5/8" capped iron pin set in a southeasterly corner of P.P.N.:45-903587, conveyed to the Ohio Turnpike Commission, as recorded in O.R.735, Pg.607 also being the southwesterly corner of P.P.N.:45-192950, as conveyed to General Motors, LLC., as recorded in Inst.#201409190018632;

THENCE, along the easterly most limits of P.P.N.:45-903587, as conveyed to the Ohio Turnpike Commission, the following courses:

THENCE, N 33°54'07"E, a distance of 671.40 feet, to a 5/8" capped iron pin set;
THENCE, N 23°46'56"E, a distance of 176.85 feet, to a 5/8" capped iron pin set;
THENCE, N 02°44'07"E, a distance of 190.80 feet, to a 5/8" capped iron pin set;

THENCE, N 19°07'09"W, a distance of 190.80 feet, to a 5/8" capped iron pin set;
THENCE, N 41°40'01"W, a distance of 202.74 feet, to a 5/8" capped iron pin set;
THENCE, N 53°17'16"W, a distance of 237.70 feet to the easterly line of Hallock-Young Road and a 5/8" capped iron pin set;

THENCE, N 37°20'03"E, along the easterly line of said Hallock-Young Road, distance of 102.72 feet to a 5/8" capped iron pin set;

THENCE, N 88°29'03"E, along the southerly line of said Hallock-Young Road, a distance of 366.23 feet to a 5/8" capped iron pin set:

THENCE, N 01°29'53"W, along the easterly line of said Hallock-Young Road, a distance of 226.09 feet to the centerline of Hallock-Young Road, being also the southerly line of Lot No.2;

THENCE, S 88°35'27"E, along the centerline of Hallock-Young Road, a distance of 188.50 feet to an angle point therein;

THENCE, N 89°38'33"E, continuing along said centerline, a distance of 858.78 feet to the Principal Place of Beginning and containing 47.2935 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651.

Bearings are based upon an assumed meridian and are to be used for reference only.

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

LEGAL DESCRIPTION FOR THE RESIDUAL PORTION OF P.P.N:45-192950
GENERAL MOTORS-LORDSTOWN PLANT

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:
Known as being part of Original Lot No. 3 and 79, bounded and described as follows:

Beginning at the intersection of the centerline of Salem-Warren Road-S.R.45(width varies) with the intersection of the centerline of Hallock-Young Road(width varies), said point also being the intersection of original Lot No's.2,3 and 11; THENCE, S 89°43'38"W, along the centerline of said Hallock-Young Road, a distance of 1354.50 feet to an angle point therein;

THENCE, S 89°38'33"W, continuing along the centerline of Hallock-Young Road, a distance of 858.78 feet to an angle point therein;

THENCE, N 88°35'27"W, continuing along the centerline of Hallock-Young Road, a distance of 188.50;

THENCE, S 01°29'53"E, along an easterly line of Hallock-Young Road and passing through a 5/8" capped iron pin set at 30.04 feet, a total distance of 226.09 feet to a 5/8" capped iron pin set;

THENCE, S 88°29'03"W, along a southerly line of Hallock-Young Road, a distance of 366.23 feet to a 5/8" capped iron pin set;

THENCE, S 37°20'03"W, along the easterly limits of Hallock-Young Road, also being the westerly line of P.P.N.:45-903587 convey to the Ohio Turnpike Commission as recorded in O.R.735, Pg.607 of Trumbull County Records, a distance of 947.76 feet to a 5/8" capped iron pin set and the Principal Place Of Beginning of the parcel here intended to be described;

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THENCE, S 52°39'57"E, along the southerly line of said Ohio Turnpike Commission, a distance of 40.00 feet to a 5/8" capped iron pin set;

THENCE, N 37°20'03"E and 40 feet parallel by rectangular measurement to the easterly line of said Hallock-Young Road, along the easterly line of said Ohio Turnpike Commission parcel, a distance of 625.40 feet to a capped iron pin set; THENCE, continuing along the Ohio Turnpike Commission boundary, the following courses;

THENCE, S 53°17'16"E, a distance of 200.09 feet to a 5/8" capped iron pin set;

THENCE, S 39°20'13"E, a distance of 135.11 feet to a 5/8" capped iron pin set;

THENCE, S 33°54'07"W, a distance of 1087.35 feet to a 5/8" capped iron pin set;

THENCE, S 65°02'36"W, passing over the lot line between Lot. No. 3 and Lot. No. 78 at 42.51 feet, a total distance of 511.09 feet to a 5/8" capped iron pin set;

THENCE, S 46°49'39"W, a distance of 130.92 feet to the northerly limited access line of the Ohio

Turnpike, and a 5/8" capped iron pin set therein;

THENCE, N 52°38'59"W, along the northerly line of said Ohio Turnpike, a distance of 177.40 feet to the southeasterly corner of Hallock-Young Road, to a 5/8" capped iron pin set;

THENCE, N 37°20'03"E, along the easterly line of Hallock-Young Road, a distance of 1070.53 feet to the Principal Place of Beginning and containing 13.5655 acres of land, based on a survey conducted in November of 2016 by John R. Alban, Ohio Professional Surveyor 7651. Bearings are based upon an assumed meridian and are to be used for reference only.

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

