ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by MAHLE Engine Components USA Inc. (MAHLE) and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described herein (the "Property") to the activity and use limitations set forth herein.

This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations given by paragraph 5 that limit the activity and use of the Property to industrial land uses and prohibit ground water extraction and use.
- Provide an annual compliance report to Ohio EPA by June 1 of each year, as required by paragraph 9, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new property owners (also known as "transferees") upon conveyance, as required by paragraph 10, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 10 days of conveyance, as required by paragraph 10, of the property that was conveyed and new owner's contact information.

WHEREAS, a Preliminary Assessment/Visual Site Inspection (PA/VSI) of the Dana Corporation Glacier Vandervell North America Division Material Fabrication Plant, the company that operated the facility where MAHLE is now located, was completed on November 2, 2000. The PA/VSI identified six solid waste management units (SWMUs) within the facility and four areas of concern (AOCs). A Phase II/Phase III investigation of the site was conducted to evaluate the adverse effects of the SWMUS and AOCs, risk assessment and remedial actions. Heavy metals including barium, cadmium and lead were detected in shallow soils and sediments throughout much of the facility. Dana Corporation addressed the identified areas of soil contamination through RCRA closures, and soil/sediment removals as part of RCRA corrective action activities for those SWMUs and AOCs that exceeded risk goals for commercial/industrial use. A final
report was provided to Ohio EPA in 2001 and concluded that there were no remaining adverse health effects. The completed report indicated all SWMLs and AOCs were adequately addressed.

A Corrective Action/Remedy Completion Summary Decision for the Dana Corporation- 
Glacier Vandervell North America Division-Material Fabrication Plant was prepared and 
submitted by Ohio EPA for the property on June 8, 2006.

In 2008, MAHLE Industries (formerly Dana Corporation) contracted with Gaia Tech Inc. 
to conduct a soil investigation to determine the extent of the lead impacts in the surface 
soils adjacent to the southern driveway of the facility. The areas impacted with lead 
corresponded to the reported historical scrap storage areas. At the end of the 2008 
investigation, 279 tons of the non-hazardous lead impacted soils were removed and 
transported to Pine Grove Landfill for disposal. MAHLE removed 475 tons of hazardous 
soils which was transported to Enwrite for treatment prior to disposal.

Whereas, an environmental covenant to restrict use to industrial land uses and restrict 
groundwater use was determined to be a sufficient control to protect human health risk 
associated with drinking groundwater contaminated with Lead.

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

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

2. **Property.** This Environmental Covenant concerns the surveyed portion of 
the real property located at 5130 North State Route 60 NW, McConnelsville, Ohio 
43756 Morgan County, Ohio (Property) referred to as the “Drainage Swale” and is more 
particularly illustrated in Exhibit A attached hereto and incorporated by reference herein.

3. **Owner.** This Property is owned by MAHLE (“Owner”), with a place of 
business located at 23030 MAHLE Drive, Farmington Hills, Michigan 48335.

4. **Holder.** Pursuant to ORC § 5301.81, the holder of this Environmental 
Covenant (“Holder”) is the Owner listed above.

5. **Activity and Use Limitations.** Owner hereby imposes and agrees to 
comply with the following activity and use limitations unless and until this Environmental 
Covenant is amended or terminated in accordance with paragraph 12 below:
a. The Property shall not be used for residential activities but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:
   (i) Single and multi-family dwelling and rental units;
   (ii) Day care centers, preschools and (K-12) educational facilities;
   (iii) Correctional facilities;
   (iv) Transient or other residential facilities; and
   (v) Production of food-chain products by agricultural means for animal or human consumption.

Industrial Land Use is defined for purpose of this Environmental Covenant as land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are visitors to industrial facilities during the business day. Industrial Land Use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial uses include, but are not limited to: lumberyards; power plants; manufacturing facilities; assembly plants; non-public airport areas; railroad switching yards; marine port facilities, and public or employee areas incidental to such land use.

b. Excavation of all or any portion of the area(s) described in Exhibit A, (Drainage Swale) shall be prohibited, except for utility easements, without Ohio EPA's prior, written approval. The only exception to acquiring prior written approval from Ohio EPA is during an emergency event(s).

In the event of an emergency only, MAHLE and/or third party Contractors obtained by MAHLE will perform work in the swale area. MAHLE will provide both written and electronic notification within 24 hours of beginning any intrusive activities. Notification of emergency work will include description of the concern, type work required and an estimated timeline for completion.

Any and all soils removed from the "Drainage Swale" will be staged in a secure on-site location and analyzed by an EPA approved laboratory. All soils will be analyzed for chemicals of concern and applicable compounds to accurately conduct a waste determination to ensure proper disposal in compliance with State and Federal Regulations.
The area excavated or disturbed will be backfilled with clean soil or backfilled with soil removed from the disturbed area if the chemicals of concern are with acceptable concentrations to be used as backfill material. No soil above acceptable limits will be returned to any disturbed area.

Following completion of the repair event, MAHLE will provide Ohio EPA a written report with details of the event, including information such as laboratory reports, quantity of soil removed and disposed of at a licensed facility, any pictures or notes from the work, and any other relevant information regarding the event.

MAHLE will maintain records of any excursion that is completed in the surveyed drainage swale area provided in Exhibit A.

c. In any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property constitutes a breach of the activity and use limitations, Owner or any Transferee, as applicable, shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitation within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

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

7. **Compliance Enforcement.** Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 and other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party’s right to take action to enforce against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.
8. **Rights of Access.** Owner hereby grants to Ohio EPA's authorized representatives, upon proper identification and upon stating the purpose and necessity of the inspection, the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. **Compliance Reporting.** Owner or Transferee, if applicable, shall annually submit to Ohio EPA, before June 1st of each year, written documentation, which complies with the requirements of Ohio Administrative Code 3745-50-42(B)-(D), verifying that the activity and use limitations set forth herein remain in place and are being complied with in accordance with this Environmental Covenant.

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF MORGAN COUNTY RECORDER'S OFFICE COUNTY ON ____________ 20____, IN [DOCUMENT ____, or BOOK____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

a. The Property shall not be used for residential activities but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:
   (i) Single and multi-family dwelling and rental units;
   (ii) Day care centers, preschools and (K-12) educational facilities;
   (iii) Correctional facilities;
   (iv) Transient or other residential facilities; and
   (v) Production of food-chain products by agricultural means for animal or human consumption.

Industrial Land Use is defined for purpose of this Environmental Covenant as land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are visitors to industrial facilities during the business day. Industrial Land Use has potential
exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial uses include, but are not limited to: lumberyards; power plants; manufacturing facilities; assembly plants; non-public airport areas; railroad switching yards; marine port facilities, and public or employee areas incidental to such land use.

b. Excavation of all or any portion of the area(s) described in Exhibit A, (Drainage Swale) shall be prohibited, except for utility easements, without Ohio EPA's prior, written approval. The only exception to acquiring prior written approval from Ohio EPA is during an emergency event(s)

In the event of an emergency only, MAHLE and/or third party Contractors obtained by MAHLE will perform work in the swale area. MAHLE will provide both written and electronic notification within 24 hours of beginning any intrusive activities. Notification of emergency work will include description of the concern, type work required and an estimated timeline for completion.

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MAHLE will maintain records of any excursion that is completed in the surveyed drainage swale area provided in Exhibit A.
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c. In any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property constitutes a breach of the activity and use limitations, Owner or any Transferee, as applicable, shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitation within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

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

A. that the Owner is the sole owner of the Property;

B. that the Owner holds fee simple title to the Property which, to the best of Owner's knowledge, is free and clear of encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;

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

D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;

E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and, if applicable, notified such persons of the Owner's intention to enter into this Environmental Covenant.
12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner, or a Transferee, if applicable; and the Director of the Ohio EPA, pursuant to ORC §§ 5301.82 and 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations so long as there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

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

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

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

15. Recordation. Within thirty (30) days after the date of the final required signature, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Morgan County Recorder’s Office.

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 Morgan County Recorder’s Office.

17. Distribution of Environmental Covenant. Pursuant to ORC § 5301.83, Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and Morgan County.
18. **Notice.** Unless otherwise notified in writing by any party hereto or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

**As to Ohio EPA:**

Ohio EPA – Central Office  
Division of Environmental Response and Revitalization  
50 West Town Street  
Columbus, Ohio 43216  
Attn.: DERR Records Management Officer

Or, send electronically to: records@epa.ohio.gov

And

Ohio EPA  
Division of Environmental Response and Revitalization  
Southeast District Office  
2195 Front Street  
Logan, Ohio 43138  
Attn.: DERR Manager

**As to Owner:**

MAHLE Industries Incorporated  
23030 MAHLE Drive  
Farmington Hills, Michigan 48335  
Tel.# (248) 305-8200

[Remainder of page left intentionally blank]
The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

MAHLE Engine Components USA Inc.

Signature of Owner

Martyn Hempston (President)

Printed Name and Title

State of Tennessee )
County of Hamblen ) ss:

Before me, a notary public, in and for said county and state, personally appeared Martyn Hempston, a duly authorized representative of the Owner, who acknowledged to me the execution of the foregoing instrument on behalf of the Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 20th day of November, 2019.

SUNDAY B. REEVES
Notary Public

My commission expires: 10/21/2020
OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson, Director

State of Ohio  }  ss:
County of Franklin  }

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, 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 19th day of DECEMBER, 2019.

Notary Public

This instrument was prepared by:

Sarah M. Miles, Staff Attorney
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215
Situated in the State of Ohio, County of Morgan, Township of Morgan, Section 33, T11, R12 and more particularly described as follows.

Beginning at a point on the northwest line of said Mahle Engine Components USA, Inc.'s lands, thence with said northwest line the following two courses:
1. N 27°38'35" E a distance of 201.34 feet to a point;
2. N 02°42'35" E a distance of 223.75 feet to a point;

thence leaving said northwest line and going through said Mahle Engine Components USA, Inc.'s lands the following nine (9) courses:
1. N 75°13'35" E a distance of 19.20 feet to a point;
2. S 03°52'48" W a distance of 105.50 feet to a point;
3. S 02°50'18" W a distance of 75.03 feet to a point;
4. S 02°32'02" W a distance of 78.58 feet to a point;
5. S 31°31'08" W a distance of 29.86 feet to a point;
6. S 29°06'10" W a distance of 77.08 feet to a point;
7. S 32°02'48" W a distance of 50.78 feet to a point;
8. S 57°57'39" W a distance of 77.78 feet to a point;
9. N 62°21'25" W a distance of 5.84 feet to a point and place of beginning of said Exhibit Area being described, containing a total of 0.193 acres, more or less.

The above described 0.193 acre area is based on a field survey made by Brian K. McPeek, PS 8517 of McPeek Land Surveying, LLC on May 1, 2019.

Brian Kelly McPeek, PS 8517

 Parcel No.
 Part of: 130-002-160-0 (+/-0.193 Ac.)