This Environmental Covenant is entered into by Ohio Cold Rolling Company, LLC, OCRC Realty, LLC, and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitation set forth herein.

Ohio Cold Rolling Company, LLC and OCRC Realty, LLC own property on which a former steelmaking plant is located and was operated by Wheeling Pittsburgh Steel Corporation (WPSC). During WPSC's ownership, in 2010, there was release of spent pickle liquor from the plant to storm and sanitary sewers, the Ohio River, and the Yorkville Wastewater Treatment Plant. Spent pickle liquor is a K062 listed hazardous waste under Ohio Administrative Code rule 3745-51-32(A). The Property was acquired in bankruptcy by Esmark Steel Group, LLC, which then transferred the Property to Ohio Cold Rolling Company, LLC and OCRC Realty, LLC, from WPSC's successor, RG Steel Wheeling, LLC in 2012.

As a result of the former manufacturing operations at the Property, certain contaminants were released at the Property. These contaminants include, but are not limited to barium, cadmium, chromium, lead, nickel and silver. Concentrations of hazardous constituents in soil and ground water are above levels considered acceptable for unrestricted use. Potential pathways of exposure from the contaminants include but are not limited to direct contact with soil or ground water.

Whereas, Ohio Cold Rolling Company, LLC submitted to Ohio EPA a draft revised closure plan, which Ohio EPA approved on June 25, 2015. The closure plan is based in part on the establishment of activity and use restrictions for the Property, as set forth in this Environmental Covenant.

Whereas, the administrative record for the Property titled Yorkville Energy Services is maintained at Ohio EPA's Southwest District Office, 2195 Front Street, Logan, Ohio 43138.

Now therefore, Ohio Cold Rolling Company, LLC, OCRC Realty, LLC, and Ohio EPA agree to the following:
Environmental Covenant
RG Steel Yorkville Property

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 0.193 acres of real property, current parcel number(s) 44-01877-000 owned by Ohio Cold Rolling Company, LLC and OCRC Realty, LLC located at 219 South Public Road, Yorkville, Jefferson County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein. As shown in Exhibit A, the Property (i.e., closure unit) is currently located within a building.

3. **Owners.** Ohio Cold Rolling Company, LLC and OCRC Realty, LLC ("Owners"), which are located at 219 Public Road, Yorkville, Ohio, are the owners of the Property.

4. **Holders.** Owners, whose addresses are listed above, are the holders of this Environmental Covenant.

5. **Activity and Use Limitations.** As part of the closure of hazardous waste management unit(s) as described in the closure plan, Owners hereby impose and agree to comply with the following activity and use limitation on the Property:

   A. **Industrial Land Use.** The Property attached hereto as Exhibit A must not be used for residential 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.

   B. If any event or action by or on behalf of a person who owns an interest in the Property constitutes a breach of the activity and use limitation, Owners or Transferee 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 Owners or Transferee and Ohio EPA.

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

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitation contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owners hereby grant to Ohio EPA, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owners or any Transferee shall submit to Ohio EPA on an annual basis a written certification which complies with Ohio Administrative Code 3745-50-42(B), (C), and (D) that the activity and use limitation remains in place and are being complied with.

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED ______, 20_____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE JEFFERSON COUNTY RECORDER ON ______, 2014, IN DOCUMENT_____, or BOOK_____, PAGE_____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATION:

A. Industrial Land Use. The Property attached hereto as Exhibit A must not be used for residential 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.

B. If any event or action by or on behalf of a person who owns an interest in the Property constitutes a breach of the activity and use limitation, Owners or Transferee 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 Owners or Transferee and Ohio EPA.

Owners or any Transferee shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owners’ 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 that shows the boundaries of the property being transferred, and the closing date of the transfer of the ownership of the Property.

11. Representations and Warranties. Owners hereby represent and warrant to the other signatories hereto:

   A. that the Owners are the only owners of the Property;

   B. that the Owners hold fee simple title to the Property which is free, clear and unencumbered;

   C. that the Owners have 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; and

   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 the Owners are parties or by which Owners may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owners or a Transferee; and the Ohio EPA, pursuant to ORC § 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 when 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 the Owners or Transferee of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owners or Transferee shall file such instrument for recording with the Jefferson 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 upon this Environmental Covenant, Owners shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Jefferson County Recorder's Office pursuant to ORC § 5301.88. Owners shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

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 Jefferson County Recorder.

17. **Distribution of Environmental Covenant.** The Owners shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; any lessee; each unit of local government in which the Property is located including the City of Yorkville; each person who signed the Environmental Covenant; each person holding a recorded interest in the Property; and any other person designated by Ohio EPA.

18. **Notice.** Unless otherwise notified in writing by or on behalf of the current owners or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:
Environmental Covenant
RG Steel Yorkville Property

Ohio Environmental Protection Agency
Division of Environmental Response and Revitalization
P.O. Box 1049
Columbus, Ohio 43216-1049

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

Ohio Cold Rolling Company, LLC
Attn: Mike Kovalski or his successor
219 Public Road
Yorkville, Ohio 43971

OCRC Realty, LLC
Attn: J. Gregory Pilewicz or his successor
100 Hazel Lane, Suite 300
Sewickley, Pennsylvania 15143

The undersigned representatives of Owners represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:
OHIO COLD ROLLING COMPANY, LLC

J. Gregory Pilewicz, Manager

Printed Name and Title

August 1, 2015

Date

Commonwealth
State of Pennsylvania

County of Allegheny

Before me, a notary public, in and for said county and state, personally appeared J. Gregory Pilewicz, a duly authorized representative of Ohio Cold Rolling Company, LLC, who acknowledged to me that he/she did execute the foregoing instrument on behalf of Ohio Cold Rolling Company, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 1st day of August, 2015.

Whitney Pappas
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Whitney Pappas, Notary Public
Edgeworth Boro, Allegheny County
My Commission Expires July 22, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
OCRC REALTY, LLC

J. Gregory Pilewicz, Manager
Printed Name and Title

August 1, 2015
Date

Commonwealth
State of Pennsylvania
County of Allegheny

Before me, a notary public, in and for said county and state, personally appeared J. Gregory Pilewicz, a duly authorized representative of OCRC Realty, LLC, who acknowledged to me that he/she did execute the foregoing instrument on behalf of OCRC Realty, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 1 day of August, 2015.

Whitney Pappas
Notary Public
OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler, Director

Date: 7/24/15

State of Ohio

County of Franklin

Before me, a notary public, in and for said county and state, personally appeared Craig W. Butler, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 24th day of September, 2015.

Notary Public

This instrument prepared by:

Amanda K. Short
McGuire Woods LLP
201 N. Tryon St.
Charlotte, NC 28202
Environmental Covenant
RG Steel Yorkville Property

EXHIBIT A

Property legal description and figure
Legal Description

0.193 acres (8400 Sq. Ft.)

Situate in the State of Ohio, Jefferson County, Warren Township, Section 16, Village of Yorkville, T4, R2, and being part of a 56.455 acre parcel conveyed to L.I. & B Headwater II L.P., recorded in Official Record 1114, Page 17 of the Jefferson County Recorders office, being more particularly described as follows:

Commencing at the intersection of the west line of Main Street and the south line of Medill Avenue. Thence along a random line South 47°09'43" West 1250.31 feet to a point in the grantors 56.455 acre parcel at State Plane Coordinate N:185588.67, E:2470829.15, said point being the Point of Beginning for the parcel herein described;

Thence from the Point of Beginning across the grantor the following four courses:

1. South 69°30'31" East 105.00 feet to a point at State Plane Coordinate N:185551.91, E:2470927.50;
2. South 20°29'29" West 80.00 feet to a point at State Plane Coordinate N:185476.97, E:2470859.50;
3. North 69°30'31" West 105.00 feet to a point at State Plane Coordinate N:185513.73, E:2470801.14;
4. North 20°29'29" East 80.00 feet to the Point of Beginning.

Containing 0.193 acres (8400 Square Feet) more or less in Auditor's parcel number 44-01877-006 which presently shows 40.2900 acres.

Plat of Survey is attached herewith and made a part thereof.

Subject to all legal easements and rights of way.

All bearings, coordinates and distances are expressed as NAD 83(2011), Ohio State Plane North Zone Grid.

This description was prepared under the direction and supervision of Robert C. Canter, Registered Surveyor No. 7226 and is based on a field survey made by Canter Surveying/Geos Services, Inc., completed February 2013.

Robert C. Canter, P.S. 7226

Date 07/10/15