ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Minerva Property Holdings, LLC, an Ohio corporation ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner and operator of certain real property located at 217 Roosevelt Street, Minerva, Carroll County, Ohio 44657, and defined in Paragraph 2 below and legally described in Exhibit A attached hereto and as depicted on the drawing attached hereto as Exhibit B ("Property" or collectively, "Parcel 1" and "Parcel 2"), and

Whereas, manufacturing practices on the Property (Parcels 1 and 2) and adjoining Parcel 3, as depicted on Exhibit B, by former owner Kepcor, Inc./Structural Stoneware, Inc. included storage and disposal of waste water in four surface impoundments and disposal of solid waste in a waste pile. Wastes disposed in the waste pile include, but are not limited to, both fired and unfired clay tile, glazing material, and miscellaneous solid waste. As a result of the waste management practices on the Property, certain contaminants, including cadmium and lead, were released on the Property. Potential pathways of exposure to contaminants on the Property include direct contact with the waste and soil containing the wastes, which may include elevated concentrations of cadmium and/or lead; and

Whereas, as a result of the contaminants and wastes identified above, a former Property owner Kepcor, Inc./Structural Stoneware, Inc. closed the surface impoundments and waste pile unit according to an Ohio EPA approved closure plan and rules 3745-66-11 through 3745-66-15 of the Ohio Administrative Code. This area was certified closed on November 8, 2002; and

Whereas, Owner purchased the Property through bankruptcy in July 2009, and

Whereas, Owner has agreed to place certain use restrictions on the Property, as described herein; and
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Minerva Property Holdings, LLC
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Whereas, the implementation of appropriate use restrictions that restrict land use on the
Property is required to protect human health and the environment; and

Whereas, the Administrative Record is maintained as the file titled “Aluminum One” in the
Ohio EPA Northeast District Office located at 2110 East Aurora Road, Twinsburg, Ohio.

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

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

2. Property. This Environmental Covenant concerns property containing
approximately 6.329 acres of real property located at 217 Roosevelt Street, Minerva, Ohio
and more particularly described in Exhibit “A” (“Parcel 1”), and property containing
approximately 1.275 acres of real property located at 217 Roosevelt Street, Minerva, Ohio
and more particularly described in Exhibit “A” (“Parcel 2”), owned by Minerva Property
Holdings, LLC, located at 217 Roosevelt Street, Minerva, Ohio 44657, in Carroll County,
Ohio (Parcel 1 and Parcel 2 are collectively, the “Property”).

3. Owner. Minerva Property Holdings, LLC (“Owner”) is the owner of the
Property. Owner is located at 217 Roosevelt Street, Minerva, Ohio 44657.

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

5. Activity and Use Limitations: As part of the Corrective Action at the
Property, Owner hereby imposes and agrees to comply with the following activity and use
limitations:

A. The Property shall not be used for residential or agricultural 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 and preschools;
(iii) Hotels and motels;
(iv) Correctional facilities;
(v) Educational (except as a part of industrial activities) and religious
facilities;
(vi) Restaurants and other food and beverage services (except as a part of industrial activities);
(vii) Entertainment and recreational facilities (except as a part of industrial activities);
(viii) Hospitals and other extended care medical facilities (except as a part of industrial activities); and
(ix) Transient or other residential facilities.

The term “industrial activities” shall include manufacturing, processing operations, laboratories, and office and warehouse use, including but not limited to production, storage, assembly, distribution and sales of durable goods and non-perishable food chain products and parking/driveway use.

B. In the event that any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of covenant 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 and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term “Transferee,” as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party’s right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.
8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis before or on June 1 of each calendar year a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with.

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

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED___, 201__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CARROLL COUNTY RECORDER ON ________, 201__, IN [DOCUMENT ____], OR BOOK ___, PAGE ___1. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential or agricultural 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 and preschools;
(iii) Hotels and motels;
(iv) Correctional facilities;
(v) Educational (except as a part of industrial activities) and religious facilities;
(vi) Restaurants and other food and beverage services (except as a part of industrial activities); 
(vii) Entertainment and recreational facilities (except as a part of industrial activities); 
(viii) Hospitals and other extended care medical facilities (except as a part of industrial activities); and 
(ix) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing operations, laboratories, and office and warehouse use, including but not limited to production, storage, assembly, distribution and sales of durable goods and non-perishable food chain products and parking/driveway use.

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

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

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

A. that the Owner is the sole owner of the Property;
B. that the Owner holds fee simple title to the Property;
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;
Environmental Covenant
Minerva Property Holdings, LLC
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D. that no other persons hold any interest (e.g. encumbrance) in the Property; and

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

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

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

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

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

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

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the Property is located, and any other person designated by Ohio EPA.
18. **Notice.** Any document or communication required by this Environmental Covenant shall be submitted to:

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

and

Ohio Environmental Protection Agency  
Northeast District Office  
Division of Environmental Response and Revitalization  
Attn: DERR Manager  
2110 East Aurora Road  
 Twinsburg, Ohio 44087

and

Imperial Zinc  
Attn: President  
1031 East 103rd Street  
Chicago, Illinois 60628

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

Minerva Property Holdings, LLC

[Signature]

Signature of Owner and Holder

David Kozin, Manager

Printed Name and Title

State of IL

County of Will

Before me, a notary public, in and for said county and state, personally appeared David Kozin, a duly authorized representative of Minerva, Property Holdings, LLC, who acknowledged to me that he/she did execute the foregoing instrument on behalf of Minerva Property Holdings, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 28th day of Aug., 2017.

[Seal]

Notary Public

[Seal]
OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler, Director  9-7-17
Date
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 11th day of Sept., 2017. (September)

Charma Diane Casteel
Charma Diane Casteel  Notary Public
Notary Public

This instrument prepared by:

Elissa Miller
Staff Attorney
Ohio Environmental Protection Agency
50 W. Town Street
Columbus, OH 43215

Fidelity National Title
Insurance Company

4111 Executive Parkway  phone: 614.865.1562
Suite 304  toll free: 800.334.3385
Westerville, Ohio 43081-3862  fax: 614.865.1563
Parcel 1

EXHIBIT A

File Number: 020160

Situated in the State of Ohio, County of Carroll and Village of Minerva and part of the Southwest Quarter of Section 2 in Brown Township 17-16-S-6 and being part of Tract No. 1 of the property now or formerly owned by R.A. Keppler, Jr., as described in Volume 134, Pages 89-92 and more fully bounded and described as follows:

Commencing (for reference at a 1 inch steel pipe found at the intersection of the southerly line of the Conrail Railroad property with the westerly right-of-way line of Bridge Street as relocated, the plot of which is recorded in Plat Book 2, Page 177, Thence S 34 deg. 17' 21" W, along the westerly right-of-way line of Bridge Street, for a distance of 279.99 feet to a railroad spike found at the intersection of the westerly projection of the northerly right-of-way line of vacated Pottery Street, the plot of which is filed in Packet 2, Folder 6; Thence S 56 deg. 02' 07" W along said westerly projection of the northerly line of vacated Pottery Street, for a distance of 71 feet to a railroad spike found in the westerly right-of-way line of Bridge Street; Thence S 34 deg. 09' 53" E, along the westerly right-of-way line of Bridge Street, for a distance of 83.75 feet to a 1 inch metal pipe found at the intersection of the northerly right-of-way line of Second Street; Thence S 56 deg. 01' 07" W, along the northerly right-of-way line of Second Street for a distance of 387.37 feet to a steel rebar set at the intersection of the westerly right-of-way line of Roosevelt Avenue and being the true point of beginning of the parcel herein described;

1. Thence S 34 deg. 55' 20" E, along the westerly right-of-way line of Roosevelt Avenue, for a distance of 50.85 feet to a drill hole set in concrete at the most northeast corner of a 1.247 acre parcel now or formerly owned by D.G. Weatherstone, Veterans of Foreign Wars;

2. Thence S 55 deg. 55' 36" W, along the most northerly line of said VFW property, for a distance of 333.33 feet to a steel rebar set at the most northwest corner of the VFW property;

3. Thence S 34 deg. 04' 24" E, along the most westerly line of said VFW property, for a distance of 222.74 feet to a steel rebar set at the intersection of the northerly right-of-way line of First Street and at the most southwest corner of the VFW property;

4. Thence S 55 deg. 50' 33" W, along the northerly right-of-way line of First Street, for a distance of 76.28 feet to a steel rebar found in the southerly line of the Southeast Quarter of Section 2;

5. Thence N 36 deg. 11' 00" W, along the southerly line of the Southeast Quarter of Section 2, for a distance of 382.00 feet to a steel rebar set;

6. Thence N 03 deg. 49' 00" E, along a new division line and perpendicular to the southerly line of the Southeast Quarter, for a distance of 100.00 feet to a steel rebar set;

7. Thence S 36 deg. 11' 00" E, along a new division line and parallel with the southerly line of the Southeast Quarter, for a distance of 130.00 feet to a steel rebar set;

8. Thence N 33 deg. 57' 03" W, along a new division line, for a distance of 426.15 feet

Legal Description - Continued
Legal Description - Continued

to a steel rebar set in the southerly line of the Conrail Railroad property;

9. Thence N 55 deg. 55' 36" E, along the southerly line of the Conrail Railroad property, for a distance of 483.44 feet to a steel rebar set;

10. Thence S 34 deg. 02' 51" E, along a new division line which follows along a building wall and its northwesterly projection, for a distance of 302.50 feet;

11. Thence N 55 deg. 57' 09" E, along a new division line, for a distance of 33.50 feet to a steel rebar set;

12. Thence S 34 deg. 02' 51" E, along a new division line, for a distance of 34.09 feet to a steel rebar set;

13. Thence N 55 deg. 57' 09" E, along a new division line, for a distance of 49.52 feet to a steel rebar set;

14. Thence S 33 deg. 59' 20" E, along a new division line which is the northwesterly projection of the westerly right-of-way line of Roosevelt Avenue, for a distance of 50.50 feet to the true point of beginning and containing 6.329 acres.

This description is based upon a survey performed by Broeeman Surveying, Inc. in Hartville, Ohio, David R. Broeeman, Surveyor No. 6595, on December 14, 2001. All steel rebar sets are made of 5/8 inch diameter with cap stamped “Broeeman Surveying”. The basis of bearings for this survey is N 86 deg. 11' 00" W, for the southerly line of the Southeast Quarter of Section 2.
Parcel 2

Situated in the Village of Minerva, County of Carroll and State of Ohio and being part of the Southeast Quarter of Section 2, Township 16, Range 6 in Brown Township and being all of a 1.275 acre parcel now or formerly conveyed to Minerva Real Estate, LLC as recorded in Volume 25, Page 1302 of the Carroll County Records and more fully described as follows:

Beginning at a 1" open end iron pipe found at the intersection of the most southeasterly line of Conrail Railroad, variable width, and the southwesterly right of way line of Bridge St., variable width, as indicated in Plat Book 2, Page 177 of the Carroll County Records; thence S 54° 25' 14" W, 57.12 feet along the southwesterly line of said Conrail Railroad to a 3/8" rebar found; thence N 35° 49' 16" W, 25.18 feet along the southwesterly line of said Conrail Railroad to a 3/8" rebar found; thence S 54° 33' 19" W, 220.52 feet along the southwesterly line of said Conrail Railroad to a 5/8" rebar set and the true place of beginning;

Thence S 35° 23' 10" E, 387.40 feet and into the interior of an existing brick building, along the northwesterly face of an existing masonry wall and exiting said brick building, also being the southwesterly line of a parcel now or formerly deeded to R.B. Replinger as recorded in Deed Volume 224, Page 89 of the Carroll County Records, to a 5/8" rebar set on the northwesterly right of way line of Second St., 40' wide;

Thence S 54° 37' 46" W, 89.68 feet along the northwesterly right of way line of said line of said Second St. to a 5/8" rebar found on the southwesterly right of way line of Roosevelt Ave., 40' wide;

Thence N 35° 21' 25" W, 49.99 feet along the northwesterly line of a parcel now or formerly deeded to Minerva Real Estate, LLC as recorded in Deed Volume 312, Page 134 to a 3/8" rebar found;

Thence S 55° 28' 57" W, 49.63 feet along the northwesterly line of a said Minerva Real Estate, LLC parcel to a 3/8" rebar found;

Thence N 34° 57' 09" W, 33.79 feet along the northwesterly line of a said Minerva Real Estate, LLC parcel to a 3/8" capped broom rebar found;

Thence S 55° 18' 35" W, 13.63 feet along the northwesterly line of said Minerva Real Estate, LLC parcel to a nug rebar found;

Thence N 35° 26' 28" W, 302.52 feet along the northwesterly line of said Minerva Real Estate, LLC parcel to the southeasterly line of said Conrail Railroad, witness a ¾" iron pin found S 35° 26' 28" E, 0.02 feet;

Thence N 54° 33' 19" E, 152.94 feet along the southeasterly line of said Conrail Railroad to the true place of beginning and containing 1.275 acres (55530 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record as surveyed by
URS Corp. under the supervision of Norman R. Hoovler, Ohio Registered Professional Surveyor No. 8259 in June, 2006.

The basis of bearings for the above described parcel is the Ohio State Plane Coordinate System, North Zone, NAD 83.

State of Ohio

Norman R.
Hoovler

[Signature]

07/06/06

Date

Norman R. Hoovler Ohio Registered Professional Surveyor No. 8259

DEED CHECKED FOR TRACT
DESCRIPTION ONLY.
D.A. MISKimen, Co. Engineer

07-18-06

DEPUTY
ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Minerva Property Holdings, LLC, an Ohio corporation ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner and operator of certain real property located at 217 Roosevelt Street, Minerva, Carroll County, Ohio 44657, and defined in Paragraph 2 below and legally described in Exhibit A attached hereto and as depicted on the drawing attached hereto as Exhibit B ("Property" or "Parcel 3"); and

Whereas, manufacturing practices on the Property (Parcel 3) and adjoining parcels Parcels 1 and 2, as depicted on Exhibit B, by former owner Kepcor, Inc./Structural Stoneware, Inc. included storage and disposal of waste water in four surface impoundments and disposal of solid waste in a waste pile. Wastes disposed in the waste pile include, but are not limited to, both fired and unfired clay tile, glazing material, and miscellaneous solid waste. As a result of the waste management practices on the Property, certain contaminants, including cadmium and lead, were released on the Property. Potential pathways of exposure to contaminants on the Property include direct contact with the waste and soil containing the wastes, which may include elevated concentrations of cadmium and/or lead; and

Whereas, as a result of the contaminants and wastes identified above, a former Property owner Kepcor, Inc./Structural Stoneware, Inc. closed the surface impoundments and waste pile unit according to an Ohio EPA approved closure plan and rules 3745-66-11 through 3745-66-15 of the Ohio Administrative Code. This area was certified closed on November 8, 2002; and

Whereas M & M Drying, LTD., which became dba Aluminum One, signed a Consent Agreement and Final Order with U.S. EPA to purchase the Property and agreed to complete a Supplemental Environmental Project to protect the environment and public health. Aluminum One did purchase the Property and submitted a Supplemental Environmental Project that was agreed upon by the U.S. EPA on May 25, 2005. Then,
Aluminum One submitted a RCRA Corrective Action Measure Work Plan to Ohio EPA on June 8, 2005 to perform remedies at the Property; and

Whereas, a Decision Document of Corrective Action Remedies, which identifies selected remedies for the Property, was approved by Ohio EPA on November 17, 2005; and

Whereas, in July 2006, Aluminum One formed a subsidiary company known as Minerva Real Estate, LLC to control ownership of the remediated Property or Parcel 3. Minerva Real Estate, LLC shared in the Supplemental Environmental Project and Corrective Action Remedies, which was completed by closing monitoring wells, removing excess debris to a solid waste landfill, creating a sound barrier between the Property and neighboring residential and commercial properties, sealing contaminated areas with 8" of concrete (over graded land) or 4" of seeded top soil (over the mounded sound barrier), and constructing a chain link perimeter fence enclosing the Property by December 31, 2006 with compliance documentation submitted on January 17, 2007; and

Whereas, Aluminum One filed bankruptcy and Owner purchased the Property through bankruptcy in July 2009; and

Whereas, as part of Corrective Action, Owner has agreed to place certain use restrictions on the Property, as described herein; and

Whereas, the implementation of appropriate use restrictions that restrict land use on the Property is required to protect human health and the environment; and

Whereas, the Administrative Record of the Corrective Action is maintained as the file titled “Aluminum One” in the Ohio EPA Northeast District Office located at 2110 East Aurora Road, Twinsburg, Ohio.

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

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

2. Property. This Environmental Covenant concerns Parcel 3 containing approximately 3.0920 acres of real property located at 217 Roosevelt Street, Minerva, Ohio and more particularly described in Exhibit "A" ("Parcel 3" or "Property"), owned by Minerva Property Holdings, LLC, located at 217 Roosevelt Street, Minerva, Ohio 44657, in Carroll County, Ohio.
3. **Owner:** Minerva Property Holdings, LLC ("Owner") is the owner of the Property. Owner is located at 217 Roosevelt Street, Minerva, Ohio 44657.

4. **Holder:** Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. **Activity and Use Limitations:** As part of the Corrective Action at the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations:

   A. The Property shall not be used for residential or agricultural 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 and preschools;
   (iii) Hotels and motels;
   (iv) Correctional facilities;
   (v) Educational (except as a part of industrial activities) and religious facilities;
   (vi) Restaurants and other food and beverage services (except as a part of industrial activities);
   (vii) Entertainment and recreational facilities (except as a part of industrial activities);
   (viii) Hospitals and other extended care medical facilities (except as a part of industrial activities); and
   (ix) Transient or other residential facilities.

   The term "industrial activities" shall include manufacturing, processing operations, laboratories, and office and warehouse use, including but not limited to production, storage, assembly, distribution and sales of durable goods and non-perishable food chain products and parking/driveway use.

   B. Appropriate measures shall be taken to minimize worker exposure at the Property. Appropriate measures shall also be taken to prevent mixing of subsurface soils and "clean" soil and limit dust formation during construction activities. The Owner shall contact the Ohio EPA, Division of Environmental
Environmental Covenant
Minerva Property Holdings, LLC

Response and Revitalization, Northeast District office before any activity that may disturb the waste including but not limited to cap maintenance, new building construction and underground utility installation and maintenance. Any person proposing to engage in these activities shall comply with the requirements of the Ohio Administrative Code rule 3745-27-13.

C. In the event that any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of covenant 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 and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term “Transferee,” as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

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

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis before or on June 1 of each calendar year a written certification which complies with the requirements of Ohio Administrative Code rule 3745-
50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with.

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

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED_______, 201____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CARROLL COUNTY RECORDER ON ________, 201____, IN [DOCUMENT ______, or BOOK____, PAGE ______]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential or agricultural 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 and preschools;
(iii) Hotels and motels;
(iv) Correctional facilities;
(v) Educational (except as a part of industrial activities) and religious facilities;
(vi) Restaurants and other food and beverage services (except as a part of industrial activities);
(vii) Entertainment and recreational facilities (except as a part of industrial activities);
(viii) Hospitals and other extended care medical facilities (except as a part of industrial activities); and
(ix) Transient or other residential facilities.
The term "industrial activities" shall include manufacturing, processing operations, laboratories, and office and warehouse use, including but not limited to production, storage, assembly, distribution and sales of durable goods and non-perishable food chain products and parking/driveway use.

Appropriate measures shall be taken to minimize worker exposure at the Property. Appropriate measures shall also be taken to prevent mixing of subsurface soils and "clean" soil and limit dust formation during construction activities. The Owner shall contact the Ohio EPA, Division of Environmental Response and Revitalization, Northeast District office before any activity that may disturb the waste including but not limited to cap maintenance, new building construction and underground utility installation and maintenance. Any person proposing to engage in these activities shall comply with the requirements of the Ohio Administrative Code rule 3745-27-13.

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

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

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

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

   B. that the Owner holds fee simple title to the Property;
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 no other persons hold any interest (e.g. encumbrance) in the Property; and

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

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

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

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

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

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Carroll County Recorder.
17. **Distribution of Environmental Covenant.** The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, and each unit of local government in which the Property is located.

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

Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Environmental Response and Revitalization  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
Attn: DERR Records Management Officer

and

Ohio Environmental Protection Agency  
Northeast District Office  
Division of Environmental Response and Revitalization  
Attn: DERR Hazardous Waste Manager  
2110 East Aurora Road  
Twinsburg, Ohio 44087

and

Imperial Zinc  
Attn: President  
1031 East 103rd Street  
Chicago, Illinois 60628

The undersigned representative represents and certifies that he/she is authorized to execute this Environmental Covenant.
Environmental Covenant
Minerva Property Holdings, LLC
Page 9

IT IS SO AGREED:

Minerva Property Holdings, LLC

Signature of Owner and Holder
David Kosin
Manager

Printed Name and Title

Date 8/28/17

State of IL  )
ss:
County of WILL  )

Before me, a notary public, in and for said county and state, personally appeared
David Kosin, a duly authorized representative of Minerva, Property Holdings, LLC, who acknowledged to me that [he/she] did execute the foregoing
instrument on behalf of Minerva Property Holdings, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official
seal this 28th day of Aug., 2017.

Notary Public

[Seal]

Official Seal
David A. Goss
Notary Public - State of Illinois
My Commission Expires: 10/14/19
OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler, Director

State of Ohio  ss:

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 14th day of Sept., 2017.

Charma Diane Casteel

Notary Public

This instrument prepared by
Elissa Miller
Staff Attorney
Ohio Environmental Protection Agency
50 W. Town Street
Columbus, OH 43215

Recorded by
Fidelity National Title
4113 Executive Parkway
Suite 304
Westerville, Ohio 43081-3862
phone: 614.865.1562
toll free: 800.334.3385
fax: 614.865.1565
Legal Description
Parcel 3.0930 Acres

Situated in the State of Ohio, County of Carroll, The Village of Minerva, and being part of the southern Quarter of Section No. 2, Township 16, Range 6, Brown Township, and being part of the parcel conveyed to R.B. Kepplinger, Jr., as recorded in Deed Volume 234 Page 89 of Carroll County Records, bounded and described as follows:

Beginning at a 1" pipe found at the intersection of the most southerly line of the Conrail Railroad and the westerly right of way of Bridge Street, thence South 35°54'39" West, along a southerly line of said land conveyed to Conrail, a distance of 57.06 feet to an iron pin found capped "Bronsman" at an angle therein; thence North 34°05'21" West a distance of 25.00 feet to an iron pin found capped "Bronsman"; thence South 55°55'36" West, along the southerly line of said land conveyed to Conrail, a distance of 857.10 feet to an iron pin set at the northwest corner of land conveyed to Minerva Real Estate, LLC, as recorded in Deed Volume 312 Page 134 of Carroll County Records, and being the True Place of Beginning of the parcel herein described.

Thence South 33°57'03" East, along the westerly line of said land conveyed to Minerva Real Estate, LLC, a distance of 426.15 feet to an iron pin set;

Thence North 86°11'00" West a distance of 130.00 feet to an iron pin set;

Thence South 03°49'00" West a distance of 100.00 feet to an iron pin set on the south line of Section 2, being on the southerly line of land conveyed to Minerva, LTD and recorded in Deed Volume 221 Page 84 of Carroll County Records;

Thence North 86°11'00" West, along the south line of Section 2 and the northerly line of said land conveyed to Minerva, LTD and also the northerly line of land conveyed to Extendicare Great Trail, Inc. as recorded in Deed Volume 278 Page 669 of Carroll County Records, a distance of 344.59 feet to a 1" pipe found at the southeast corner of land conveyed to K. & H. Unkefer as recorded in Deed Volume 123 Page 401 of Carroll County Records;

Thence North 00°26'23" East, along the easterly line of said land conveyed to Unkefer, a distance of 259.22 feet to an iron pin set on the southerly line of a described land conveyed to Conrail;
Thence North 55°55'36" East, along the southerly line of Connell, a distance of 290.00 feet to the Place of Beginning containing 3.0920 Acres (134,680 Square Feet) more or less, of which the entire 3.0920 Acres is within Tract No.1 of said R.B. Keplinger, Jr. parcel and subject to all highways and easements, as surveyed by Adam D. Treat, Registered Professional Surveyor Number 8058 on December 12, 2005, for and on behalf of Bock & Clark, Corp., under project number 200500440.

The Basis of Bearings of this description is North 55°55'36" East along the northerly line adjacent to Connell, and is the same bearing that appears along this line on the survey by Broemsten.

Note: All pins referred to in this description are being set are 5/8" diameter by 30 inches long steel rebar with a yellow plastic cap.

Adam D. Treat
12-20-2005

Adam D. Treat, P.S.
Registration No. OH-8058