



COPY

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ENVIRONMENTAL COVENANT

This Environmental Covenant ("Covenant") is entered into by Delphi Properties Management LLC, having offices at 5725 Delphi Drive, Troy, Michigan 48098, ("Owner" and "Holder") 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 to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property consisting of a parcel of land situated in Trumbull County, Ohio, and legally described in **Exhibit A** hereto and referred to herein as the "Property"; and

Whereas, Delphi Automotive Systems, LLC ("Operator" and "Holder") is the operator of the manufacturing facility located at the Property; and

Whereas, the Operator was issued a "Hazardous Waste Facility Installation and Operation Permit" Ohio Permit No. 02-78-0124 (the "Permit"), by Ohio EPA requiring Operator to complete closure and corrective actions for the release of hazardous wastes and constituents from solid waste management units identified in the Permit; and

Whereas, pursuant to the Permit, the Operator completed a Resource Conservation and Recovery Act Facility Investigation ("RFI") at the Property to collect sufficient data to identify potential releases from waste management units and areas of concern, and to evaluate any potential risks posed by site conditions; and

Whereas, the RFI of the Property included a waste management unit referred to as the former Bulk Materials Transfer Station ("BMTS"); and

Whereas, the Operator has performed certain corrective measures on the Property, including, but not limited to, measures pertaining to the BMTS; and

Whereas, the human health risk assessment performed by the Operator for the BMTS assumed that the Property would not be used for residential use until such time as risk values for unrestricted land use are achieved. The remedy selected in the Permit for the BMTS is the

implementation of a land use restriction that prohibits residential and certain restricted agricultural activities on the Property; and

Whereas, the Administrative Record of the closure and corrective actions at the Property is maintained in the file titled "Delphi Automotive Systems LLC, OHD 000 817 346 Trumbull County," at the Ohio EPA, Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087; and

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

Now therefore, the Owner and the 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 Covenant concerns an approximately 77.9020 acre tract of real property located at 1265 North River Road, NE, Warren, Trumbull County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Delphi Properties Management LLC., having offices at 5725 Delphi Drive, Troy, Michigan 48098 ("Owner"), is the owner of the Property.

4. Holders. Pursuant to ORC § 5301.81, the Owner and the Operator, whose addresses are listed above, are the Holders of this Covenant. In the event of a future transfer of the Property such that the Owner would no longer own the Property or Operator would no longer operate on the Property, Delphi Properties Management LLC and Delphi Automotive Systems, LLC, shall remain Holders for purposes of this Covenant.

5. Activity and Use Limitations. As part of the closure and corrective actions for the release of hazardous wastes and constituents from solid waste management units identified in the Permit, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Property:

- A. The Property, as described in Exhibit A, shall not be used for Residential Activities or Restricted Agricultural Activities. The term "Residential Activities" shall include, but not be limited to, the following:
- (1) Single and multi-family dwelling and rental units;
 - (2) Day care centers and preschools;
 - (3) Child educational (except as a part of industrial or commercial activities within the Property) and religious facilities;

- (4) Outdoor parks and playgrounds;
- (5) Correctional facilities;
- (6) Hospitals and other extended care medical facilities;
- (7) Transient or other residential facilities.

The term "Restricted Agricultural Activities" shall mean the production of food-chain products by outdoor soil based agricultural means for animal and human consumption.

- B. Unless approved in writing by Ohio EPA, the extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying unit for any purpose, other than monitoring or pursuant to a groundwater remediation action, on the Property is prohibited. Ohio EPA will consider the potential exposure risks before extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying geologic unit is allowed. Groundwater use below the Berea-Cussewago Sandstone Formation will not be restricted.
 - C. In the event that any activity by the Holders of an encumbrance constitutes a violation of these use and activity restrictions on the Property, Owner, Operator, or Transferee shall notify Ohio EPA within 30 days of becoming aware of the event, and shall remedy the breach of the Covenant within 60 days of becoming aware of the event, or within such other time frame as may be agreed to between the Owner, Operator, or Transferee and with the Ohio EPA.
6. Running with the Land. This 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 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 Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.
8. Rights of Access. Owner, or Transferee, if applicable, hereby grants to the Ohio EPA, its agents, contractors, and employees, and to the Holder(s), the right of reasonable access to the Property, at reasonable times, for implementation or enforcement of this Covenant, and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis 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 for the Property remain in place and are being complied with.

10. Recordation of Environmental Covenant. Within 30 days after the date of the final required signature upon this Covenant, Owner shall record, in the office of the Trumbull County Recorder, this Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the 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 Covenant, and provide the recorded location of this 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 TRUMBULL COUNTY RECORDER ON _____, 201__, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property, as described in Exhibit A, shall not be used for Residential Activities or Restricted Agricultural Activities. The term "Residential Activities" shall include, but not be limited to, the following:

- (1) Single and multi-family dwelling and rental units;
- (2) Day care centers and preschools;
- (3) Child educational (except as a part of industrial or commercial activities within the Property) and religious facilities;
- (4) Outdoor parks and playgrounds;
- (5) Correctional facilities;
- (6) Hospitals and other extended care medical facilities;
- (7) Transient or other residential facilities.

The term "Restricted Agricultural Activities" shall mean the production of food-chain products by outdoor soil based agricultural means for animal and human consumption.

Unless approved in writing by Ohio EPA, the extraction of groundwater from the Berea-Cussewago Sandstone Formation and any overlying unit for any purpose, other than monitoring or pursuant to a groundwater remediation action, on the Property is prohibited. Ohio EPA will consider the potential exposure risks before extraction of

groundwater from the Berea-Cussewago Sandstone Formation and any overlying geologic unit is allowed. Groundwater use below the Berea-Cussewago Sandstone Formation will not be restricted.

In the event that any activity by the Holders of an encumbrance constitutes a violation of these use and activity restrictions on the Property, Owner, Operator, or Transferee shall notify Ohio EPA within 30 days of becoming aware of the event, and shall remedy the breach of the Covenant within 60 days of becoming aware of the event, or such other time frame as may be agreed to by the Owner, Operator, or Transferee and Ohio EPA.

Owner or Transferee (which ever is the current owner of the Property or any portions thereof) shall notify the Ohio EPA within 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 that:

- A. the Owner is the sole owner of the Property;
- B. the Owner holds fee simple title to the Property, which is not subject to any encumbrances;
- C. the Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. the Owner has identified that there are not any other parties that hold any interest (e.g., encumbrance) in the Property; and
- E. this 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 Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder, and Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the 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 Covenant.

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

14. Severability. If any provision of this 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 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 Covenant shall be the date upon which the fully executed Covenant has been recorded as a deed record for the Property with the Trumbull County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Covenant to: Ohio EPA; any lessee; each person who signed the Covenant; each person holding a recorded interest in the Property; each unit of local government in which the real property is located; and any other person designated by Ohio EPA.

18. Notice. Any document or communication required by this Covenant to be submitted to Ohio EPA 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
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn: DERR Manager

The undersigned representatives of the Owner and Operator represent and certify that he/she is authorized to execute this Covenant.

IT IS SO AGREED:

DELPHI PROPERTIES MANAGEMENT LLC

Bill Guggina
Signature of Owner and Holder

Bill Guggina, President, Delphi Properties Management LLC

June 5, 2014

Printed Name and Title Date

State of Michigan)
County of Oakland)

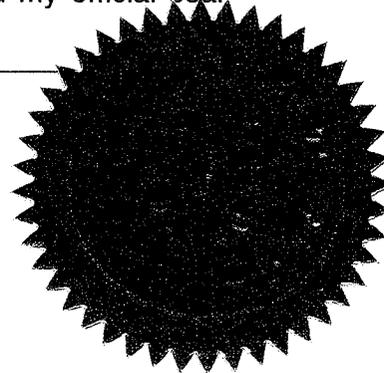
ss:

Before me, a notary public, in and for said county and state, personally appeared Bill Guggina, a duly authorized representative of Delphi Properties Management LLC, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Delphi Properties Management LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 5th day of June, 2014.

BARBARA BURNSTEEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 15, 2016
ACTING IN COUNTY OF OAKLAND

Barbara Burnsteel
Notary Public



DELPHI AUTOMOTIVE SYSTEMS, LLC

Mark Hester
Signature of Operator and Holder

Mark Hester Assistant General Counsel

June 06, 2014

Printed Name and Title Date

State of Michigan)
County of Oakland)

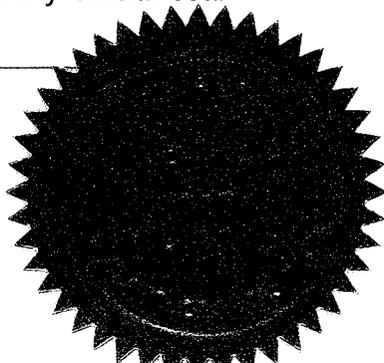
ss:

Before me, a notary public, in and for said county and state, personally appeared Mark Hester, a duly authorized representative of Delphi Automotive Systems, LLC, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Delphi Automotive Systems, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 6th day of June, 2014.

Barbara Burnsteel
Notary Public

BARBARA BURNSTEEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 15, 2016
ACTING IN COUNTY OF OAKLAND



OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler
Craig W. Butler, Director

6/23/14
Date

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 23RD day of JUNE, 2014.



Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2019

This instrument prepared by:

Brian M. Babb, Esq.
Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202

Exhibit A
Legal Description of the Property
(77.9020 ACRES)

Situated in the Township of Howland, County of Trumbull and State of Ohio:
Known as being a part of Section No. 1 in the Original Survey of said Howland
Township, bounded and described as follows:

Beginning at a boat spike found at the centerline intersection of North River Road (60') ~
C.H. 142 and Larchmont Avenue Ext. (width varies) ~ C.H. 1469, said point being
located on the southerly line of said Section No. 1, said point also being the principal
point of beginning;

THENCE, N 00°32'00" W, along the centerline of said Larchmont Avenue Ext., a
distance of 1817.65 feet to a point;

THENCE, N 89°29'49" E, a distance of 1474.39 feet to a MagNail set (passing through a
5/8" iron pin set at 25.00 feet);

THENCE, N 00°30'11" W, a distance of 84.00 feet to a MagNail set;

THENCE, N 56°47'24" E, a distance of 413.55 feet to a 5/8" iron pin set on the westerly
line of Phoenix Road (25');

THENCE, S 01°11'30" E, along the westerly line of said Phoenix Road, a distance of
2110.76 feet to a railroad spike found on the centerline of said North River Road;

THENCE, S 89°02'49" W, along the centerline of North River Road, a distance of
1846.83 feet (passing through a 5/8" iron pin set at 1816.83 feet) to the Principal Place of
Beginning and containing 77.9020 acres of land, of which 2.2946 acres are in the public
right-of-way, based on a survey conducted in July of 2011 by John R. Alban Professional
Surveyor 7651.

Bearings are based upon the centerline of Larchmont Avenue Ext. (C.H. 1469) being
N 00°32'00" W as recorded in O.R. volume 1336, page 660 of Trumbull County
Records.

All pins set are 5/8" X 30" rebar with yellow cap marked "J. Alban 7651."
Prior deed reference: OR volume 1336, pages 660.