

I certify this to be a true and accurate copy of the official documents as filed in the records of the Ohio Environmental Protection Agency.

Environmental Covenant
Envirosafe Services of Ohio, Inc.
Page 1

OHIO E.P.A.

AUG 19 2011

ENTERED DIRECTOR'S JOURNAL

By: WAFLL Date: 8/19/11

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Envirosafe Services of Ohio, Inc., 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 of certain real property known as the Wynn Road Landfarm located at the intersection of Cedar Point Road and Wynn Road in Oregon, Ohio, comprised of two parcels, being Parcel No.: 44-03944 (1150 Cedar Point Road, Oregon, Ohio 43616) and Parcel No.: 44-03867 (1040 N. Wynn Road, Oregon, Ohio 43616) and legally described in Exhibit A attached hereto (collectively referred to herein as the "Property"); and

Whereas, petroleum refinery wastes, including hazardous wastes, were received at the Property for treatment from 1978 until 1985. Wastes were applied to the surface soil (treatment zone) and incorporated into the soil. Elevated concentrations of several carcinogenic Polyaromatic Hydrocarbons and Arsenic were detected in soils as a result of monitoring in the treatment zone and the subsurface soils below the treatment zone. Owner was required to submit to Ohio EPA a closure plan for the Property and to implement the approved plan; and

Whereas, Owner submitted a closure plan to Ohio EPA in September 2000, and an Amended Closure Plan was approved on October 26, 2004. Closure was completed on the Property in 2006 and post-closure activities commenced. Redevelopment of the Property as described in the approved Amended Closure Plan has been completed. The Post-Closure Plan was revised to incorporate additional construction plans. Redevelopment of the Property as described in the Amended Closure Plan and Post-Closure Plan involves an alternate cover for treatment zone soil with pavement or with a geotextile fabric to delineate the treatment zone soils, and approximately 2 feet of clean soil. Ohio EPA approved the revised Post-Closure Plan in February 2010; and

Whereas, Owner submitted a Risk Assessment to Support Early Termination of the Wynn Road Landfarm Post Closure Program in November 2010 and revised in March and June, 2011, which indicates that industrial usage of the Property does not present an unacceptable risk to human health; and

Whereas, the Administrative Record of this Property, including the Amended Closure Plan, Post-Closure Plan, and Risk Assessment to Support Early Termination of the

Wynn Road Landfarm Post Closure Program, is maintained as the file titled "ESOI – Wynn Road" in the Ohio EPA Northwest District Office, located at 347 North Dunbridge Road in Bowling Green, Ohio; and

Whereas, as part of early termination of Post-Closure, Owner has agreed to place certain restrictions on the future use of the Property, as described herein; and

Whereas, the implementation of appropriate use restrictions that restrict land and ground water use on the Property is required to protect human health and the environment, based upon a human health risk assessment performed for the treatment zone, subsurface soil, and groundwater addressed in the Risk Assessment to Support Early Termination of the Wynn Road Landfarm Post Closure Program.

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 real property known as the Wynn Road Landfarm located at the intersection of Cedar Point Road and Wynn Road in Oregon, Ohio and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").
3. Owner. Envirosafe Services of Ohio, Inc., an Ohio corporation, ("Owner") is the owner of the Property. Owner is located at 876 Otter Creek Road, Oregon, Ohio 43616-1243.
4. Holders. Owner, whose address is listed above, is the Holder of this Environmental Covenant. Additional Holders are the Huntington National Bank (fka "Sky Bank") (mortgagee), and Cedar Point Development LLC (Lessee).
5. Activity and Use Limitations. As part of the early termination of post-closure care of 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 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) Educational (except as part of industrial activities within the Property) and religious facilities;
- (v) Outdoor Parks and Playgrounds;
- (vi) Correctional Facilities;
- (vii) Hospitals and other extended care medical facilities;
- (viii) Transient or other residential facilities; and
- (ix) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include but is not limited to, facilities which supply goods or services to the public and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

- B. Ground water located within or upon the Property shall not be extracted or used except for investigation, monitoring or remediation purposes.
- C. In the event that any activity by the holder of 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 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 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 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 Lucas 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 _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE Lucas COUNTY RECORDER ON _____, 200_, IN [DOCUMENT _____, or BOOK ___, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

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:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as part of industrial activities within the Property) and religious facilities;

- (e) Outdoor Parks and Playgrounds;
- (f) Correctional Facilities;
- (g) Hospitals and other extended care medical facilities;
- (h) Transient or other residential facilities; and
- (i) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include but is not limited to, facilities which supply goods or services to the public and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

Ground water located within or upon the Property shall not be extracted or used except for investigation, monitoring or remediation purposes.

In the event that any activity by the holder of 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 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 which is subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;

- 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 the Owner has identified all other persons, identified in Exhibit B, described above, that hold any interest (e.g. encumbrance) in the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; 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.
- F. To the extent that Holders possess any other interests in or encumbrances on the Property that may conflict with the activity and use limitations set forth in this Environmental Covenant, the Holders who own such interests or hold such encumbrances have agreed to subordinate such interests or encumbrances to the Environmental Covenant, pursuant to ORC § 5301.86, and the Waiver of Priority of Mortgage attached hereto.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the 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 and the Holder 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 Lucas 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 Lucas 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 & Revitalization
Attn: Engineering Manager
P.O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Materials & Waste Management
Attn: Assistant Environmental Administrator
P.O. Box 1049
Columbus, Ohio 43216-1049

And

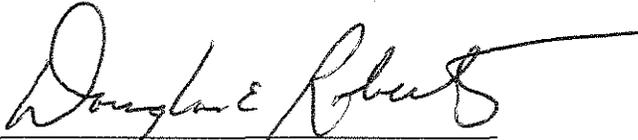
Ohio Environmental Protection Agency
Northwest District Office
Materials & Waste Management
Attn: DMWM Manager
347 North Dunbridge Road
Bowling Green, Ohio 43402

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

IT IS SO AGREED:

Owner

Envirosafe Services of Ohio, Inc.



Signature of Owner

DOUGLAS E ROBERTS
Printed Name and Title PRESIDENT

7-27-11

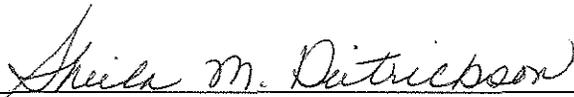
Date

State of Ohio Ohio)
County of Lucas Lucas)

ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of Envirosafe Services of Ohio, Inc., who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Envirosafe Services of Ohio, Inc..

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 27 day of July, 2011.



Notary Public

SHEILA M. DEITRICKSON
Notary Public, State of Ohio
My Commission Expires May 24, 2016

HOLDER CEDAR POINT DEVELOPMENT LLC

Subordination of Ground Lease

The undersigned hereby subordinates the priority of its leasehold tenancy pursuant to the certain Ground Lease between Envirosafe Services of Ohio, Inc. and the undersigned dated July 29, 2005, as evidenced by the Memorandum Lease dated July 29, 2005 and recorded on July 29, 2005 at Lucas County Official Record 20050729-0054982 (the "Ground Lease"), in favor of the foregoing Environmental Covenant in the same manner and with the same effect as though the Environmental Covenant had been recorded prior to the creation of the undersigned's leasehold tenancy pursuant to the Ground Lease.



Signature of Holder

C. Edward Harmon Member
Printed Name and Title

7/27/11
Date

State of Ohio _____)
County of Lucas _____)

ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 27th day of July, 2011.

Lori L. Smith
Notary Public

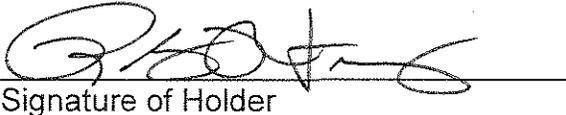


LORI L. SMITH
Notary Public
In and for the State of Ohio
My Commission Expires
Aug. 7, 2015

HOLDER HUNTINGTON NATIONAL BANK (FKA SKY BANK)

Subordination of Leasehold Mortgage

The undersigned hereby subordinates the priority of its leasehold mortgage pursuant to the certain Open-End Mortgage of Leasehold and Security Agreement by Cedar Point Development, LLC in favor of Sky Bank dated July 29, 2005 and recorded on July 29, 2005 at Lucas County Official Record 20050729-0054983 (the "Leasehold Mortgage"), in favor of the foregoing Environmental Covenant in the same manner and with the same effect as though the Environmental Covenant had been recorded prior to the Leasehold Mortgage.


Signature of Holder

Rodney R. Frey, Vice President
Printed Name and Title

8-03-2011
Date

State of Ohio _____)
County of Lucas _____)

ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of Huntington National Bank (fka Sky Bank) who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Huntington National Bank (fka Sky Bank).

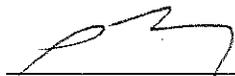
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 3rd day of August, 2011.

Maureen K Shaw
Notary



MAUREEN K. SHAW
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 09-12-2015

OHIO ENVIRONMENTAL PROTECTION AGENCY



Scott J. Nally, Director

8/15/11

Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Scott J. Nally, 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 15 day of August, 2011



Notary Public

BRIAN C. COOK, Attorney-At-Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R. C.

EXHIBIT A

LEGAL DESCRIPTION

Parcel No.: 44-03944 (1150 Cedar Point Road, Oregon, Ohio 43616)
Parcel No.: 44-03867 (1040 N. Wynn Road, Oregon, Ohio 43616)

ALL THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWN 9 SOUTH, RANGE 8 EAST, IN THE CITY OF OREGON, LUCAS COUNTY, OHIO, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH DIAMETER IRON ROD FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 25;

THENCE, SOUTH 89 DEGREES 55' 30" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 25, A DISTANCE OF 828.55 FEET TO A MAG NAIL SET AT THE NORTHWEST CORNER OF THE EAST 12 ACRES OF THE NORTH 32 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 25;

THENCE, SOUTH 00 DEGREES 03' 30" EAST, ALONG THE WEST LINE OF THE EAST 12 ACRES OF THE NORTH 32 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 25, PASSING THROUGH A 5/8 INCH DIAMETER IRON ROD FOUND AT 30.00 FEET, FOR A TOTAL DISTANCE OF 1050.75 FEET TO A 1 INCH DIAMETER IRON ROD FOUND ON THE SOUTH LINE OF THE NORTH 32 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 25;

THENCE, SOUTH 89 DEGREES 55' 30" EAST, ALONG THE SOUTH LINE OF THE NORTH 32 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 25, A DISTANCE OF 497.50 FEET TO A 1 INCH DIAMETER IRON ROD FOUND ON THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 25;

THENCE, SOUTH 00 DEGREES 03' 30" EAST, ALONG THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 25, A DISTANCE OF 270.43 FEET TO A 6 INCH DIAMETER CONCRETE MONUMENT CONTAINING A ¼ INCH DIAMETER IRON ROD FOUND AT A POINT ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO THE CITY OF TOLEDO FOR WATERWORKS PURPOSES AS PER PROCEEDINGS IN COMMON PLEAS COURT, LUCAS COUNTY, OHIO, CASE NUMBER 155703;

THENCE, SOUTH 89 DEGREES 46'21" WEST, ALONG THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO THE CITY OF TOLEDO FOR WATERWORKS PURPOSES AS PER PROCEEDINGS IN COMMON PLEAS COURT, LUCAS COUNTY, OHIO, CASE NUMBER 155703, A DISTANCE OF 1127.41 FEET TO A 6 INCH DIAMETER CONCRETE MONUMENT CONTAINING A ¼ INCH DIAMETER IRON ROD FOUND ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE CITY OF TOLEDO BY DEED RECORDED IN VOLUME 1899 OF DEEDS, PAGE 37, LUCAS COUNTY DEED RECORDS;

THENCE, NORTH 00 DEGREES 00' 00" EAST, ALONG THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE CITY OF TOLEDO BY DEED RECORDED IN VOLUME 1899 OF DEEDS, PAGE

37, LUCAS COUNTY DEED RECORDS, A DISTANCE OF 45.00 FEET TO A 6 INCH DIAMETER CONCRETE MONUMENT CONTAINING A ¼ INCH DIAMETER IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LAND CONVEYED TO THE CITY OF TOLEDO;

THENCE, SOUTH 89 DEGREES 46' 21" WEST, ALONG THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO THE CITY OF TOLEDO BY DEED RECORDED IN VOLUME 1899 OF DEEDS, PAGE 37, LUCAS COUNTY DEED RECORDS, PASSING THROUGH A 5/8 INCH DIAMETER IRON ROD FOUND AT 170.00 FEET, FOR A TOTAL DISTANCE OF 200.00 FEET TO A MAG NAIL SET ON THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 25;

THENCE, NORTH 00 DEGREES 00' 00" EAST, ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 25, A DISTANCE OF 1283.19 FEET TO THE POINT OF BEGINNING.

SUBJECT TO LEGAL HIGHWAYS.

CONTAINING 1,225,740 SQUARE FEET, MORE OR LESS, OR 28.139 ACRES, MORE OR LESS, OF WHICH 62,450 SQUARE FEET, MORE OR LESS, OR 1.434 ACRES, MORE OR LESS, LIES WITHIN THE PRESENT RIGHTS-OF-WAY OF WYNN AND CEDAR POINT ROADS.

BASED ON A FIELD SURVEY PERFORMED UNDER THE DIRECTION OF WALTER OPACZEWSKI, P.S. 6407, DURING JULY, 2005.

EXHIBIT B

Cedar Point Development LLC:	Lessee
Huntington National Bank:	Mortgagee
City of Toledo:	Easement – Water Lines
Toledo Edison:	Easement – Transmission Lines