



GABRIEL PERFORMANCE PRODUCTS

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OHIO EPA - DMWM

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DIRECTORS OFFICE

October 15, 2014

Division of

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Environmental Response
and Revitalization

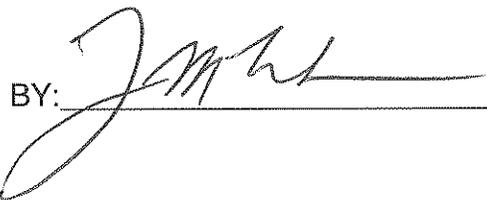
FEDERAL EXPRESS

Craig W. Butler, Director
Ohio Environmental Protection Agency
Director's Office
Lazarus Government Center
50 West Town Street, Suite 700
Columbus, OH 43215

Re: Notice of Recorded Environmental Covenant: Gabriel Performance
Products, LLC

Dear Mr. Butler:

In accordance with Paragraph 10 of the Environmental Covenant entered into by Gabriel Performance Products, LLC and the Ohio Environmental Protection Agency, I hereby certify that the Environmental Covenant has been filed for recording. Enclosed, in accordance with Paragraphs 10 and 17 of the Environmental Covenant, is a copy of the date-stamped Environmental Covenant that has been filed with the Ashtabula County Recorder's Office.

BY: 

Enclosure

Doc ID: 002813190027 Type: O/I
Kind: AGREEMENT/DEED
Recorded: 10/14/2014 at 08:10:30 AM
Receipt#: 2014-00008638
Fee Amt: \$248.00 Page 1 of 27
Ashtabula County, Ohio
Barbara Schaub Recorder
File# 2014-00010083

BK 575 PG 251-277

To Be Recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Gabriel Performance Products, LLC, having offices at 725 State Road, Ashtabula, Ashtabula County, Ohio ("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 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 Ashtabula County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Property"); and

Whereas, Owner has been issued a "Hazardous Waste Facility Installation and Operation Permit Renewal," Ohio Permit No. 02-04-0078 (the "Ohio Permit") by Ohio EPA requiring Owner to complete corrective action for the release of hazardous wastes and constituents from waste management units and groups identified in the Ohio Permit; and

Whereas, as a result of chemical manufacturing and related operations at the Property, certain contaminants were managed and have been released at certain portions of the Property. These contaminants include, but are not limited to, carbon tetrachloride, chloroform, tetrachloroethene, methylene chloride, dichlorobenzene, dichloroethane, trichloroethylene, and hexachlorobutadiene. Concentrations of hazardous constituents are present in soil and ground water above levels considered acceptable for unrestricted use. Potential pathways of exposure from the contaminants located within these portions of the Property include but are not limited to direct contact with soil or ground water during excavation activities; and

Whereas, the Administrative Record of the corrective action is maintained as the file titled "Gabriel Performance Products," in the Ohio EPA Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087; and

Whereas, human health is protected from direct contact with contaminated soil and ground water through a soil management plan required by the corrective action obligations in the Ohio Permit, appropriate to an industrial, non-residential, setting; and

Whereas, the implementation of appropriate use restrictions that restrict land and groundwater use on the Property is required to protect human health and the environment and prevent conditions at the Property from constituting or threatening to cause or contribute to air or water pollution or soil contamination, based upon a human health risk assessment and an ecological risk assessment performed for the solid waste management units and groups addressed in the Ohio Permit;

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 an approximately 40.5342 acre tract of real property located at 725 State Road, Ashtabula Township, Ashtabula County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Gabriel Performance Products, LLC, having offices at 725 State Road, Ashtabula, Ohio, ("Owner") is the owner of the Property.

4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant. In the event of a future transfer of the Property such that the Owner would no longer own the Property, Owner shall remain a Holder.

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

A. The Property shall not be used for Residential Activities or Commercial Activities (other than those incidental to industrial operations), 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, educational facilities (except as a part of industrial activities within the facility), and preschools;
- iii. Hotels and motels;
- iv. Religious facilities;
- v. Restaurants and other food and beverage services (except as a part of industrial activities within the facility);

- vi. Entertainment and recreational facilities (except as a part of industrial activities within the facility);
- vii. Hospitals and other extended care medical facilities (except as a part of industrial activities within the facility);
- viii. Correctional facilities;
- ix. Transient or other residential facilities; and
- x. Production of food-chain products by agricultural means for animal or human consumption.

The term "Industrial Activities" shall include 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 parking/driveway use.

B. Groundwater underlying the Property shall not be extracted or used for any purpose other than monitoring, migration control, treatment or remediation.

C. In the event that any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity 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 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 3745-50-42(B)(C)(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 covenant, Owner shall record, in the office of the Ashtabula 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 _____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ASHTABULA COUNTY RECORDER ON _____, 20____, IN [DOCUMENT _____, or BOOK____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for Residential Activities or Commercial Activities (other than those incidental to industrial operations), 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, educational facilities (except as a part of industrial activities within the facility), and preschools;
- iii. Hotels and motels;
- iv. Religious facilities;
- v. Restaurants and other food and beverage services (except as a part of industrial activities within the facility);
- vi. Entertainment and recreational facilities (except as a part of industrial activities within the facility);
- vii. Hospitals and other extended care medical facilities (except

- as a part of industrial activities within the facility);
- viii. Correctional facilities;
- ix. Transient or other residential facilities; and
- x. Production of food-chain products by agricultural means for animal or human consumption.

The term "Industrial Activities" shall include 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 parking/driveway use.

Groundwater underlying the Property shall not be extracted or used for any purpose other than monitoring, migration control, treatment or remediation.

In the event that any activity by the holder of an encumbrance constitutes a violation of these use and activity 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.

13. Amendment or Termination. This Environmental 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 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 Ashtabula County Recorder's Office, and shall provide a true 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 Ashtabula 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 real property is located, and any other person designated by Ohio EPA.

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

Ohio Environmental Protection Agency
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
Attn: DERR Manager

and

President
Gabriel Performance Products, LLC
725 State Rd.
Ashtabula, OH 44004

The undersigned representative of Owner represents and certifies that he/she is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

GABRIEL PERFORMANCE PRODUCTS, LLC



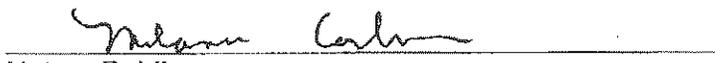
Signature of Owner and Holder

Kenneth R. Allen, President 9/15/14
Printed Name and Title Date

State of Ohio)
County of Ashtabula) ss:

Before me, a notary public, in and for said county and state, personally appeared Kenneth R. Allen, a duly authorized representative of Gabriel Performance Products, LLC, who acknowledged to me that (he/she) did execute the foregoing instrument on behalf of Gabriel Performance Products, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15th day of September, 2014.



Notary Public

Melaine Cortow, Notary Public
State of Ohio
My Commission Expires 10/23/2015

OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler

Craig W. Butler, Director

9/29/14

Date

State of Ohio)
)
County of Franklin) ss:

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 29th day of Sept., 2014.



Notary Public

Charma Diane Casteel

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2019

This instrument prepared by:
Kim K. Burke
Tall, Stettinius & Hollister LLP
425 Walnut St., Ste 1800
Cincinnati, OH 45202
513-381-2838

EXHIBIT A

Property legal description and figure

LIMITED WARRANTY DEED*

OCCIDENTAL CHEMICAL CORPORATION, a New York corporation, successor by merger of Diamond Alkali Company, a Delaware corporation, for valuable consideration paid, grant(s) with limited warranty covenants, to

GABRIEL PERFORMANCE PRODUCTS, L.L.C., a Louisiana limited liability company,

whose tax-mailing address is 412 North 4th Street, Suite 100, Baton Rouge, Louisiana 70802

(the REAL PROPERTY described on Exhibit A attached hereto and made a part hereof, and further identified as

PARCEL No. 03-014-00-030-00

PROPERTY ADDRESS: 725 State Road, Township of Ashtabula, Ashtabula County, Ohio

Subject to the exceptions and reservations and declarations described in Exhibit B attached hereto and made a part hereof and to taxes and assessments which are now or may hereafter become liens on said premises and except the matters described on Exhibit C attached hereto and made a part hereof, subject to all of which this conveyance is made.

Prior Instrument Reference: Limited Warranty Deed recorded December 29, 1961 in Volume 611, Page 205 of the Deed Records of Ashtabula County, Ohio.

Witness Grantor's hand this 7th day of June, 2001

Signed and acknowledged in presence of:

Garnie M. Nish
Witnesses

OCCIDENTAL CHEMICAL CORPORATION

Sharon Nish

By: _____

LINDA J. MESSACK

Name: J.R. Havert
Title: Vice President and Treasurer

Witnesses name printed

Lynette J. Messack

200100012141
Filed for Record in
ASHTABULA COUNTY, OHIO
JUDITH A BARTO
07-03-2001 02:27 pm.
RD 70.00
OR Book 164 Page 2179 - 2184

Witnesses name printed

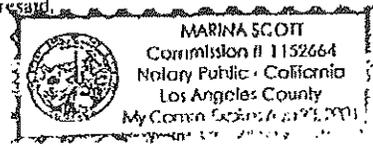
State of OHIO

County of Ashtabula

ss.

BE IT REMEMBERED, That on this 7th day of June, 2001, the foregoing instrument was acknowledged before me, the subscriber, a Notary Public in and for said state, by J.R. Havert, who acknowledged to me that he/she is the Vice President and Treasurer of Occidental Chemical Corporation, a New York corporation, on behalf of the corporation.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



J.R. Havert
Notary Public

This instrument was prepared by F. J. Burgweger, Jr.

Auditor's and Recorder's Stamps

*See Sections 5302.07 and 5302.08 Ohio Revised Code NYL:R13733

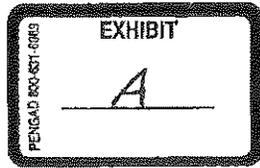


EXHIBIT "A"

SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA AND STATE OF OHIO, AND KNOWN AS BEING A PART OF THE HOLMES TRACT IN SAID ASHTABULA TOWNSHIP, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE OF STATE ROAD (60 FEET WIDE) AT THE INTERSECTION OF SAID CENTER LINE OF STATE ROAD WITH THE CENTER LINE OF EAST 6TH STREET (50 FEET WIDE), FORMERLY MARTIN STREET; THENCE SOUTH 0° 29' 15" EAST ALONG SAID CENTER LINE OF STATE ROAD A DISTANCE OF 1294.00 FEET TO A POINT; THENCE SOUTH 89° 49' 00" WEST, A DISTANCE OF 1569.75 FEET TO THE COMMON BOUNDARY LINE BETWEEN THE CITY OF ASHTABULA AND THE TOWNSHIP OF ASHTABULA AND WHICH COMMON BOUNDARY LINE IS ALSO THE WEST LINE OF THE SAID HOLMES TRACT; THENCE NORTH 0° 28' 15" WEST ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 524.60 FEET TO AN IRON PIN SET IN THE NORTHERLY LINE OF PARCEL NO. ONE OF LAND CONVEYED BY ROBERT S. MORRISON, ET AL, TO HARRY A. HACHMEISTER BY DEED DATED DECEMBER 29, 1948 AND RECORDED IN VOLUME 405, PAGE 491 OF ASHTABULA COUNTY RECORDS OF DEEDS; THENCE NORTH 89° 43' 45" EAST ALONG SAID NORTHERLY LINE OF LAND SO CONVEYED TO HARRY A. HACHMEISTER AS AFORESAID, A DISTANCE OF 343.46 FEET TO THE SOUTHWEST CORNER OF A FIVE-ACRE PARCEL OF LAND CONVEYED TO JOHN CUSANO BY DEED DATED MARCH 4, 1933 AND RECORDED IN VOLUME 323, PAGE 151 OF ASHTABULA COUNTY RECORDS OF DEEDS; THENCE ALONG THE WESTERLY LINE OF SAID LAND SO CONVEYED TO JOHN CUSANO, AS AFORESAID, NORTH 0° 28' 15" WEST, A DISTANCE OF 767.00 FEET TO THE SAID CENTER LINE OF EAST 6TH STREET; THENCE NORTH 89° 43' 45" EAST ALONG SAID CENTER LINE OF EAST 6TH STREET, 1225.90 FEET TO THE PLACE OF BEGINNING AND CONTAINING 40.5342 ACRES OF LAND ACCORDING TO A SURVEY BY CANDELA & LOGAN, OHIO REGISTERED SURVEYORS, DATED SEPTEMBER, 1952, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

RECORDED IN VOLUME 405
PAGE 491
1301-3-01
OLD SURVEY CLOSURE

In compliance with Sec. 319.202
R.C. and Sec. (F) 319.54 R.C.
effective January 1st, 1968. \$ 5,000,000.

TRANSFERRED
Auditor, Ashtabula County, Ohio

JUL 03 2001 50

Sandra O'Brien

200100012141
CHICAGO TITLE INSURANCE CO
1500 1ST NATIONAL TOWER
AVON, OH 44308

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EXHIBIT B

EXCEPTION OF IMPROVEMENTS,
RESERVATION OF EASEMENTS
AND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS LIMITED WARRANTY DEED ("Deed") from OCCIDENTAL CHEMICAL CORPORATION, a New York corporation, successor by merger with DIAMOND ALKALI COMPANY, a Delaware corporation (hereinafter referred to as "Grantor") to GABRIEL PERFORMANCE PRODUCTS, LLC is made subject to THIS EXCEPTION OF IMPROVEMENTS, RESERVATION OF EASEMENTS AND DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Reservation").

RECITALS:

A. This Exception Of Improvements, Reservation Of Easements And Declaration Of Easements, Reservations, Covenants, Conditions And Restrictions is attached as Exhibit B to that certain Limited Warranty Deed (the "Deed") made by Grantor to Grantee and is a part of the Deed.

B. Pursuant to the Deed, Grantor has granted, and does grant, with limited warranty covenants, to Grantee the Real Property described on Exhibit A attached to the Deed and made a part hereof (the "Real Property").

C. Grantor has constructed and presently owns and operates the Existing Groundwater Collection System to extract and collect groundwater at, from and under the Real Property and owns and operates the Existing Treatment System to treat non-contact process water and storm water and to treat the groundwater extracted by Grantor from the Real Property. Following the date of the Deed, Grantor will continue to own the Existing Systems and Grantee has agreed to operate the Systems and to collect and treat the extracted groundwater. Grantor is (i) excepting from the grant under the Deed the Existing Groundwater Collection System and the Existing Treatment System, and (ii) reserving for the use and benefit of itself, its successors and assigns, easements for access to, and for the establishment, construction, operation, maintenance, repair, replacement, rebuilding and restoration of, and the future replacement of, the Groundwater Collection System and the Treatment System.

D. Grantor is conveying the Real Property subject to certain easements, reservations, covenants, conditions and restrictions, as more particularly set forth in this Exception Of Improvements, Reservation Of Easements And Declaration Of Easements, Reservations, Covenants, Conditions And Restrictions.

E. In order that the extraction and treatment of groundwater at the Real Property shall continue in the manner in which it has been conducted and in accordance with the requirements of applicable Environmental Laws and Environmental Requirements, Grantor desires to except the Existing Systems and to reserve certain easements and to subject the Real

Ex. B-1

Property to certain covenants, conditions and restrictions, upon or subject to which all of the Real Property shall be held, operated and conveyed,

NOW, THEREFORE, Grantor hereby excepts, reserves and declares as follows:

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. For the purposes of this Reservation, the capitalized words, terms and phrases used in this Reservation, including in the preamble and the recitals hereto, shall have the meanings ascribed to such words, terms and phrases in this Article I.

"Environmental Laws" shall mean any federal, state, provincial, local or municipal laws, rules, statutes, regulations, ordinances, orders, codes or decrees of any Governmental Authority regulating, relating to, or imposing liability or standards of conduct concerning, environmental protection, health, and safety, or waste transportation, storage, or disposal, including, without limitation, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, the Solid Waste Disposal Act, the Occupational Safety and Health Act of 1970 and regulations promulgated pursuant thereto, as each may be amended from time to time or as in effect as of a date specified in this Agreement.

"Environmental Requirements" shall mean the requirements of all Environmental Laws and of all Permits and of the pending or any future RCRA Facility Investigation (including any and all work to be performed pursuant to the RCRA Corrective Action requirements of Ohio RCRA Permit OH03913308) and of all agreements, contracts, orders, judgments and decrees regarding the monitoring and remediation of groundwater at the Real Property by which Grantor may now or hereafter be bound.

"Existing Systems" shall mean, collectively, the Groundwater Collection System and the Existing Treatment System.

"Existing Treatment System" shall mean the system located at the Real Property for the treatment of non-contact process water, stormwater and groundwater, comprising all structures, improvements, fixtures, property, ponds, lagoons, pits, basins, sumps, filters, devices, and equipment utilized for the collection, conveyance and treatment of non-contact process water, stormwater and groundwater, in existence at the Real Property on the date of this Deed and as the same may be improved, repaired, modified, expanded, replaced, rebuilt or restored from time to time. Notwithstanding the immediately preceding sentence, the Existing Treatment System does not include the Groundwater Collection System.

"Governmental Authority" shall mean any applicable federal, state, provincial, municipal, or other government, or any political subdivision thereof, or any department, commission, board, bureau, agency or instrumentality, or any court, in any case whether of the United States, or any foreign jurisdiction.

"Grantee" shall mean Gabriel Performance Products, LLC.

"Groundwater Collection System" shall mean the system located at the Real Property, comprising those ditches, trenches, pumps, wells (if any), and other improvements, structures, fixtures, property, equipment or devices utilized for the extraction, collection and conveyance of groundwater being treated by the Treatment System, in existence at the Real Property on the date of this Deed and as the same may be improved, repaired, modified, expanded, replaced, rebuilt or restored from time to time.

"Hazardous Materials" shall mean any hazardous waste, as defined in 42 U.S.C. §6903(5), any hazardous substances, as defined by 42 U.S.C. §9601(14), any "pollutant or contaminant" as defined by 42 U.S.C. §9601(33) and all toxic substances, hazardous materials or other chemicals or substances (including, but not limited to friable asbestos, polychlorinated biphenyls, oil and petroleum) regulated by any other applicable Environmental Laws in effect as of the date of the Deed, and as amended or modified thereafter for all purposes hereunder, but shall exclude any products shipped or held or stored for shipment to customers.

"Permits" shall mean any permit, license, approval, certificate of authority, or any waiver of the foregoing, required to be issued by any Governmental Authority pursuant to applicable Environmental Laws in effect as of the date of the Deed in connection with the operation of the Real Property in compliance with Environmental Laws as such operation is conducted by Grantor as of the date of the Deed.

"Person" shall mean any individual natural person or any artificial person including any corporation, general or limited partnership, joint venture, association, unincorporated organization, trust, business trust, limited liability company or partnership, Governmental Authority or other entity.

"RCRA Facility Investigation" shall mean the work to be performed pursuant to the RCRA Corrective Action requirements of Ohio RCRA Permit OHD 003913308.

"Remediation Obligations" shall mean all obligations of Grantor pursuant to any applicable Environmental Laws or any applicable Environmental Requirements to extract, collect, treat and dispose of groundwater at, in, from, under, around and about the Real Property, including in connection with (i) the Fields Brook Superfund Site or (ii) any corrective action required by the pending or any future RCRA Facility Investigation or (iii) the presence of any known or unknown Hazardous Materials located at, on, or under the Real Property, whether in soil, groundwater, or surface water, existing as of the date of the Deed or (iv) any known or unknown violation of Environmental Law that occurs prior to the date of the Deed.

"Replacement Treatment System" shall mean any separate groundwater treatment facility or system constructed, installed and/or utilized by Grantor at the Real Property pursuant to Section 3.3 hereof for use by Grantor for the treatment of groundwater in lieu of Grantor's having the extracted groundwater treated by the Existing Treatment System. The Replacement Treatment System may include structures, improvements, fixtures, property, ponds and lagoons (including continued use of existing ponds and lagoons), pits, basins, sumps, filters, devices and equipment utilized for the collection, conveyance and treatment of groundwater in lieu of

treatment by the Existing Treatment System and as the same may be improved, repaired, modified, expanded, replaced, rebuilt or restored from time to time. The Replacement Treatment System may utilize parts of the Existing Treatment System, such as, without limitation, existing ponds and lagoons and disposal facilities. Notwithstanding the immediately preceding sentences, the Replacement Treatment System does not include the Groundwater Collection System.

"Systems" shall mean, collectively, the Groundwater Collection System and either the Existing Treatment System or any Replacement Treatment System.

"Treatment System" shall mean either (i) the Existing Treatment System, or (ii) any Replacement Treatment System. Notwithstanding the immediately preceding sentence, the Treatment System does not include the Groundwater Collection System.

1.2 Construction and Interpretation. Unless the context of this Deed requires otherwise: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the words "hereof," "herein," "hereby," "hereto" and similar words refer to this entire Deed and not to any particular Article, Section, Clause or Exhibit or any other subdivision of this Deed; (d) references to "Article," "Section," or "Clause" are to the Articles, Sections or Clauses, respectively of this Reservation, and references to "Exhibit" are to the Exhibits to the Deed; (e) the words "include" or "including" shall be deemed to be followed by the phrases "without limitation" or "but not limited to" whether or not such words are followed by such phrases or phrases of like import; and (f) titles for captions of Articles, Sections, Clauses or Exhibits contained in the Deed are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe or otherwise affect the scope or meaning of the Deed or the intent of any provision hereof. Each of the Exhibits referred to in the Deed is expressly made a part of the Deed.

ARTICLE II EXCEPTION

2.1 Exception Of Groundwater Collection System And Existing Treatment System. Grantor hereby excepts from the grant to Grantee all of Grantor's right, title and interest in and to the Groundwater Collection System and the Existing Treatment System. Fee title to the Groundwater Collection System and the Existing Treatment System shall be and remain in Grantor.

ARTICLE III RESERVATION

3.1 Reservation of Easement for Groundwater Collection System and Existing Treatment System. Grantor, for the use and benefit of itself, its successors and assigns, hereby reserves from the grant to Grantee (i) easements and rights-of-way over, across, on, in, at, through and under the Real Property in the locations where the Groundwater Collection System and the Existing Treatment System are located, for the purposes of the establishment and maintenance in place of the Existing Systems, together with such additional areas at, around and about such locations as shall be reasonably necessary or desirable for the use and operation of the

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Systems; together with (ii) easements and rights-of-way over, across, on and at the Real Property for the purposes of pedestrian and vehicular access by means of all forms of vehicular and pedestrian traffic to and from public roads and rights-of-way from and to the Existing Systems; together with (iii) easements and rights-of-way over, across, on, in, at, through and under the Real Property for the purposes of installation, construction, use, operation, patrolling, inspection, maintenance, repair, modification, improvement, removal, replacement, rebuilding and restoration of the Systems; together with (iv) easements and rights-of-way over, across, on, in, at, through and under the Real Property for the purposes of operating and utilizing the Systems in order to comply with applicable Environmental Laws and Environmental Requirements; together with (v) easements and rights-of-way over, across, on, in, at, through and under the Real Property for the maintenance of existing lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, water, ground water, sanitary sewage and drainage facilities and other utility services related to the Systems; together with (vi) easements and rights-of-way over, across, on, and at parking lots and other parking areas and structures located at the Real Property from time to time for the purposes of parking vehicles utilized by the agents, employees and contractors of Grantor in connection with the installation, construction, use, operation, patrolling, inspection, maintenance, repair, modification, improvement, removal, replacement, rebuilding and restoration of the Systems and for access from such parking lots, areas and structures to the Systems; together with (vii) easements and rights-of-way over, across, on, in, at, through and under the Real Property for other purposes and uses necessary or appropriate in connection with the extraction, collection, treatment and disposition of groundwater from, at, in, under or about the Real Property as required by any Environmental Laws or as required by any Environmental Requirements applicable to Grantor or its successors or assigns.

3.2 Right To Operate Systems If Grantee Fails To Do So. Grantee has agreed to operate the Groundwater Collection System and to treat extracted groundwater in the Existing Treatment System in connection with all of Grantor's Remediation Obligations. Grantor, for the use and benefit of itself, its successors and assigns, hereby reserves from the grant to Grantee easements and rights-of-way over, across, on, in, at, through and under the Real Property (I) for the purposes of entering upon the Real Property and using and operating the Systems in the event Grantee fails (for any reason whatsoever, including Grantee's default under any agreement to operate or any expiration, termination or rejection in bankruptcy of any such agreement) to operate the Groundwater Collection System or to treat extracted groundwater in the Existing Treatment System and (II) for all other uses and purposes necessary or appropriate in connection with the extraction, collection, treatment and disposal of groundwater from, at, in, under or about the Real Property as required by any Environmental Laws or as required by any Environmental Requirements applicable to Grantor or its successors or assigns. The easements reserved in this Section 3.2 include (i) easements and rights-of-way over, across, on and at the Real Property for the purposes of pedestrian and vehicular access by means of all forms of vehicular and pedestrian traffic to and from public roads and rights-of-way from and to the Systems; together with (ii) easements and rights-of-way over, across, on, in, at, through and under the Real Property for the purposes of installation, construction, use, operation, patrolling, inspection, maintenance, repair, modification, improvement, removal, replacement, rebuilding and restoration of the Existing Systems; together with (iii) easements and rights-of-way over, across, on, in, at, through and under the Real Property for the purposes of operating and utilizing the Systems in order to comply with applicable Environmental Laws and applicable Environmental

Requirements; ; together with (iv) easements and rights-of-way over, across, on, and at parking lots and other parking areas and structures located at the Real Property from time to time for the purposes of parking vehicles utilized by the agents, employees and contractors of Grantor in connection with the installation, construction, use, operation, patrolling, inspection, maintenance, repair, modification, improvement, removal, replacement, rebuilding and restoration of the Systems and for access from such parking lots, areas and structures to the Systems; together with (v) easements and rights-of-way over, across, on, in, at, through and under the Real Property for other purposes and uses necessary or appropriate in connection with the extraction, collection, treatment and disposal of groundwater from, at, in, under or about the Real Property as required by any Environmental Laws or as required by any Environmental Requirements applicable to Grantor or its successors or assigns.

3.3 Replacement Of Treatment System. Grantor reserves the right to, for any reason, discontinue using the Existing Treatment System to treat groundwater extracted from the Real Property, and to install on the Real Property or elsewhere a separate groundwater treatment facility after having given reasonable notice to Grantee. Grantor, for the use and benefit of itself, its successors and assigns, hereby reserves from the grant to Grantee (i) easements and rights-of-way over, across, on, in, at, through and under the Real Property for the purposes of installing on the Real Property and constructing, operating, using, maintaining, repairing, improving, modifying, replacing, rebuilding and restoring a Replacement Treatment System for the treatment and disposal of groundwater extracted from the Real Property to be used by Grantor in lieu of the Existing Treatment System; together with (ii) easements and rights-of-way over, across, on, in, at, through and under the Real Property for the purposes of discharging the treated groundwater, including easements to discharge the groundwater, after having been treated by Grantor, pursuant to Grantee's NPDES Permit No. 31F0000*HD, or then current discharge permit. The Replacement Treatment System shall be located adjacent to the existing waste water treatment plant within the boundaries shown on the map attached hereto as Exhibit B-1 and made a part hereof (the "Replacement Treatment System Location"); together with (iii) easements and rights-of-way over, across, on and at the Real Property for unrestricted access to and from the Replacement Treatment System Location, including pedestrian and vehicular by means of all forms of ingress and egress to and from the Replacement Treatment System Location from and to public roads and rights-of-way; together with (iii) easements and rights-of-way over, across, on, in, at, through and under the Real Property as necessary or desirable for Grantor and its contractors and their respective subcontractors, suppliers, materialmen, agents and employees to undertake and complete the construction, installation and testing (including storage of equipment and supplies), at the Replacement Treatment System Location, of the Replacement Treatment System; together with (iv) easements and rights-of-way over, across, on, in, at, through and under the Real Property for utilities (including electric power, gas, telephone service, water, ground water, sanitary sewage and drainage facilities and other utility services related to the Replacement Treatment System) as required to connect the Replacement Treatment System to such utilities; together with (v) easements and rights-of-way over, across, on, in, at, through and under the Real Property for disposition of treated groundwater to existing lagoons and effluent ponds and/or to sewer or other disposal systems.

3.4 Rights Associated With Reserved Easements. The easements and rights-of-way reserved in this Article III shall include the right, in the event any part of the Systems is damaged or destroyed, to repair, replace, rebuild or restore any such damage or destruction. In

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the event that applicable Environmental Laws or applicable Environmental Requirements require Grantor to relocate parts of the Systems or to modify any part or all of the Systems, Grantor shall have the right to do so, including the right to construct or otherwise install, or cause to be constructed or otherwise installed, additional pipes, pipelines, utility lines, equipment, fixtures, facilities and other materials within the area of the reserved easements, so long as the relocation, construction or installation will not cause damage to, or unreasonably interfere with, Grantee's use and operation of the Real Property as an industrial facility. The easements and rights-of-way reserved in this Article III shall also include (i) the right of access by means of all forms of vehicular and pedestrian traffic to and from public roads and rights-of-way to all or any part of the Systems, including without limitation, any part of the Systems relocated after the date of this Deed and (ii) the right of Grantor and any utility companies and entities to install, maintain and use any and all utilities (including electricity, gas, water, telephone, storm drainage, sanitary sewer and groundwater pipelines) within the boundaries of the Real Property to serve the Systems. Upon request of Grantor, Grantee shall properly grant directly to the respective utility company or entity its standard form utility easement to serve the Systems.

3.5 Grantee's Use Of Areas Covered By Reservations. Grantor's reservation of the foregoing easements and rights-of-way is not intended to, and shall not, preclude Grantee from using and/or occupying the surface of the land covered by such reservations lying within the boundary limits of the Real Property to the extent such use by Grantee does not interfere with Grantor's rights with respect to the reserved easements and rights-of-way. In the event of any interference, Grantor shall have all remedies available to the holder of an easement, including the right of indemnity from Grantee against loss, damage, liability, cost or expense (including reasonable attorney's fees) arising from any such interference.

3.6 Duration of Easements. The easements and rights-of-way reserved in this Article III shall continue in full force and effect for so long as the Systems, or any part thereof, are owned and/or operated by Grantor or any of its successors or assigns, other than Grantee. Upon acquisition of fee title to the entirety of the Systems by the same Person who owns fee title to the Real Property, the easements and rights-of-way granted in this Article III shall expire.

3.7 Limitations of Use of Easements.

(a) Easements Subject to Limitations. Notwithstanding anything to the contrary contained in this Deed, the following limitations and restrictions shall apply to the use and enjoyment of the easements and rights-of-way reserved in this Article III.

(b) Consultation Prior to Use. Prior to performing an activity (other than the construction and operation of a Replacement Treatment System pursuant to Section 3.3 hereof) that could interfere with Grantee's industrial operations at the Real Property or damage the Real Property or assets located thereon, including excavation or other access to facilities located beneath the surface of the ground or above the surface of the ground, Grantor's Project Manager shall notify Grantee's Project Manager, except in emergencies, in which case, such consultation shall occur as soon thereafter as practicable. Grantor shall (a) provide work plans, maps and schedules under which any such activities would be conducted to Grantee's Project Manager, (b) provide reasonable opportunity for Grantee's Project Manager to review and comment on such documents, taking into account exigent circumstances and applicable Environmental Laws, and

(c) attempt to mitigate in a reasonable manner any impacts on the activities, liabilities or operations of Grantee; provided that Grantor shall not be required to incur costs in excess of the amount Grantor would reasonably anticipate to incur absent such mitigation or forego such action if an acceptable alternative is not available in the reasonable judgment of Grantor.

(c) Actions Taken at the Real Property. Any activity in connection with the use by Grantor of the easements and rights-of-way reserved hereunder (other than the construction and operation of a Replacement Treatment System pursuant to Section 3.3 hereof) shall be performed in a manner to allow the continued and uninterrupted operation of the assets located at the Real Property, so as to allow the assets to be operated in a substantially similar manner as of the date of the intended use; provided, however, that Grantee has complied with the requirements of Section 3.7(b) hereof. If the use of any of the easements and rights-of-way (other than the easement for a Replacement Treatment System pursuant to Section 3.3 hereof) disrupts or damages the surface of the land or any assets located at the Real Property, Grantor shall restore the portion of the Real Property and assets affected by such use to a condition (i) substantially similar to the condition existing immediately prior to commencement of such disruption or damage, or (ii) such other condition as may be mandated by practical considerations and is reasonably acceptable to Grantor.

ARTICLE IV DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

4.1 Declaration of Covenants, Conditions and Restrictions. Grantor, for the use and benefit of itself, its successors and assigns, does hereby declare, encumber, place and impose upon the Real Property the covenants, conditions and restrictions set forth in this Article IV. Grantee, by acceptance of this Deed, acknowledges and agrees that the Real Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in this Article IV, all of which shall run with the land constituting the Real Property and shall be binding on all Persons having any right, title or interest in the Real Property, along with their heirs, successors and assigns, and which shall inure to the benefit of Grantor, its successors and assigns, and any other Person who shall succeed to Grantor's Remediation Obligations.

4.2 Operation of Systems.

(a) Operation by Grantee. Grantee hereby agrees to operate, or cause to be operated, the Groundwater Collection System and the Existing Treatment System in accordance with this Reservation and all other agreements to which Grantor and Grantee and their respective successors and assigns may be party from time to time and all applicable Environmental Laws and all applicable codes and regulations, diligently and in a good and workmanlike manner in accordance with sound and generally accepted industry practices, consistent with the performance of such services prior to the date of the Deed. In conjunction with Grantee's operation of such Systems, Grantee agrees to: (1) maintain the Systems, at a minimum, in the condition existing as of the date of the Deed; (2) operate the Systems in a manner to meet the performance standards imposed by Governmental Authorities pursuant to Environmental Laws; (3) perform monitoring and sampling of groundwater, process water, stormwater and other effluents and record information and data in compliance with applicable Permits and Environmental Laws; (4) store, recycle, and/or dispose of treatment residuals, spent carbon, filter

media and treated wastewater effluent, in compliance with applicable Permits and Environmental Laws; and (5) provide access to Grantor in conjunction with this agreed upon activity.

(b) Review by Grantor's Project Manager. Grantor and Grantee shall each designate by written notice to the other a representative (the "Project Manager") and an alternate representative ("Alternate Project Manager"). Grantor's Project Manager or a representative on its behalf will review Grantee's compliance with the provisions of Section 4.2(a) hereof no less often than quarterly. Grantor's initial review after the date of the Deed shall commence no later than twenty days after the date of the Deed. Grantee shall cooperate in all aspects with Grantor's Project Manager or its representative in completing such review. Grantor reserves the right to review Grantee's compliance with Section 4.2(a) as often as Grantor deems such review is necessary in its sole discretion. In the event Grantor determines that Grantee is not complying with Section 4.2(a) hereof at any time during a quarter (the "Reviewing Quarter"), Grantor shall inform Grantee in writing of such noncompliance as soon as practicable, but in no event later than the last day of the next quarter (the "Reporting Quarter"). If Grantor does not provide Grantee with written notice of such noncompliance by the last day of the Reporting Quarter, Grantor shall not be allowed to hold Grantee responsible for such noncompliance during the Reviewing Quarter or any prior quarter if such noncompliance was occurring but not disclosed in writing by Grantor's Project Manager or its representative to Grantee. Grantor shall have the right to relieve Grantee of its obligations under Section 4.2(a) hereof and discontinue any payments to Grantee for Grantee performing its obligations under Section 4.2(a) in the event of a Default. Grantor shall inform Grantee in writing of any Default which would result in termination of Grantee's obligations under Section 4.2(a) and the discontinuance of such payments as soon as reasonably practicable, but in any event within 10 days of such Default being discovered by Grantor. Any Default which leads to a termination of obligations under Section 4.2(a) and Grantor's payment obligations shall be immediately submitted to dispute resolution in accordance with Section 4.5 hereof. Grantor shall operate and manage the Groundwater Collection System and the Existing Treatment System during any time period of dispute resolution, and payment obligations will remain consistent with payments prior to Default for sixty days thereafter. In the event Default cannot be resolved through dispute resolution pursuant to Section 4.5, Grantor may terminate Grantee's obligations under Section 4.2(a), discontinue any payments to Grantee for performing its obligations under Section 4.2(a), and operate and manage the Groundwater Collection System and the Existing Treatment System. If Grantor terminates Grantee's obligations under Section 4.2(a) during the first five years after the date of the Deed, Grantee shall only be obligated to pay 20% of the Treatment System Costs during the five year period following the date of the Deed, and Grantor and Grantee will share equally the Treatment System Costs thereafter as long as Grantor operates and manages the Existing Treatment System and Groundwater Collection System. If Grantor terminates Grantee's obligations under Section 4.2(a) after the first five years following the date of the Deed, Grantor and Grantee shall equally share the Treatment System Costs for the remainder of time that Grantor manages and operates the Existing Treatment System and Groundwater Collection System. Regardless of when Grantor terminates Grantee's obligations under Section 4.2(a), if the Existing Treatment System is offered for sale to Grantee in accordance with Section 4.6 hereof, Grantee shall have the option but not obligation of accepting. For purposes of this Article IV, Default means either material and continuing noncompliance by Grantee with its obligations under Section 4.2(a) hereof, or the threatened issuance or issuance of a violation to

Grantor or Grantee by a Governmental Authority for noncompliance with Grantor's Corrective Action obligations pursuant to Module D of Grantor's RCRA Part B permit.

4.3 Payment Of System Operating Costs. As long as Grantor elects to use the Existing Treatment System to treat the groundwater extracted from the Real Property, and Grantee is managing and operating the Groundwater Collection System and Treatment System in compliance with Section 4.2 hereof, Grantor agrees to reimburse Grantee for 80% of the direct costs incurred in operating and maintaining the Treatment System including necessary capital improvements subject to Grantor's reasonable approval (the "Treatment System Costs") and 100% of the direct costs incurred in operating and maintaining the Groundwater Collection System including necessary capital improvements subject to Grantor's reasonable approval ("Groundwater Collection System Costs"). Grantee will submit invoices quarterly detailing the Treatment System Costs and Groundwater Collection System Costs for the previous quarter. Upon acceptance by Grantor, Grantor shall pay such invoices within thirty (30) days of receipt. In the event that Grantor disputes any portion of an invoice for Treatment System Costs or Groundwater Collection System Costs, Grantor shall pay the undisputed portion thereof within such thirty (30) days and the disputed portion of such invoice shall be submitted to dispute resolution in accordance with Section 4.5 hereof.

4.4 Replacement Of Treatment System. Grantee by acceptance of this Deed agrees that in the event that Grantor, for any reason whatsoever, elects to discontinue using the Existing Treatment System to treat groundwater extracted from the Real Property, and to install on the Real Property a separate groundwater treatment facility, Grantee shall cooperate with Grantor. In such event, if Grantor has not discontinued payment to Grantee because of a Default and Grantor discontinues using the Existing Treatment System during the first five years following the date of the Deed, Grantor will, nevertheless, for five years following the date of the Deed (and only five years following the date of the Deed), reimburse Grantee for 80% of the direct costs in operating and maintaining the Existing Treatment System, including necessary capital improvements subject to Grantor's reasonable approval, and indefinitely, assume responsibility for the operation and maintenance of the Groundwater Collection System as well as such separate groundwater treatment facility. If Grantor has not discontinued payment to Grantee because of a Default and Grantor discontinues using the Existing Treatment System anytime after the first five years following the date of the Deed, Grantor will, nevertheless, reimburse Grantee for 80% of the direct costs in operating and maintaining the Existing Treatment System, including certain necessary capital improvements subject to Grantor's reasonable approval, for only one year following Grantor's discontinued use of the Existing Treatment System, as well as indefinitely assume responsibility for the operation and maintenance of the Groundwater Collection System and the separate groundwater treatment facility.

4.5 Resolution of Disputes.

(a) Informal Dispute Resolution. Grantor and Grantee shall attempt to resolve any disagreement or dispute regarding a matter controlled by the Deed by first contacting one another and using every reasonable effort to resolve amicably the disagreement or dispute. In the event Grantor and Grantee are unable to resolve any such disagreement or dispute within thirty (30) days of notice from one to the other, then the matter shall be referred by the disputing

Person to the Dispute Resolution Panel. Accordingly, Grantor and Grantee shall establish a Dispute Resolution Panel ("DRP") made up of two business representatives, one from each Person, as a forum for resolution of disputes for which agreement cannot be reached.

(b) Dispute Resolution Panel. Grantor and Grantee shall each designate one individual and an alternate to serve on the DRP. The individuals designated to serve on the DRP shall be executives at the level of vice-president or higher in each Person's respective organization and these individuals shall be delegated the authority by the Person to participate on the DRP for the purposes of resolving disputes under the Deed. The DRP will attempt to resolve a disputed matter within thirty days. If a disputed matter is not resolved within thirty days, either Person may commence a proceeding, suit or legal action in court against the other Person to resolve the disagreement or dispute.

4.6 Disposition Of Existing Treatment System. In the event that Grantor decides to discontinue using the Existing Treatment System for the treatment of groundwater, and Grantor has not discontinued payments to Grantee because of a Default, Grantor and Grantee, in addition, shall agree to the following as soon as reasonably practicable: (i) Grantor will sell the Existing Treatment System without representations or warranties of any kind to Grantee for one dollar (\$1.00), and Grantee will pay one dollar (\$1.00) and accept the Existing Treatment System without representations or warranties of any kind.

4.7 Benefits and Burdens. Grantee, by acceptance of this Deed, acknowledges and agrees that the operation of the Systems benefits the Real Property and the owner and occupants thereof and implements legal requirements consistent with applicable public policy.

4.8 Self Help. In the event Grantee fails with regard to its obligations to operate and maintain the Systems, then Grantor shall have the right to provide written notice thereof to Grantee, and Grantee shall have a period of fifteen (15) days after receipt of such written notice within which to commence in a reasonable and expeditious fashion the correction of such defaults. If the defaults are not corrected within a reasonable period of time, Grantor shall have the right to correct the defaults and deficiencies at the expense of Grantee.

4.9 Duration Of Declaration. The easements, reservations, covenants, conditions and restrictions created in this Article IV shall continue in full force and effect for so long as Grantor or any of its successors or assigns shall have any obligation whatsoever in respect to the monitoring, extraction, collection, treatment, or disposition of groundwater at, in, under or above the Real Property, including without limitation any obligation under any applicable Environmental Laws or any obligation under any Environmental Requirements.

ARTICLE V
MISCELLANEOUS

5.1 Run With The Land; Successors and Assigns. The provisions of this Deed and the easements and rights-of-way reserved hereunder and the rights and privileges granted herein shall be appurtenant to and run with the land constituting the Real Property; shall inure to the benefit of Grantor, its successors and assigns, including any Person who shall succeed to the Remediation Obligations of Grantor; and shall be binding on Grantee, its legal representatives,

heirs, grantees, successors and assigns and successors-in-title to the Real Property and all other Persons hereafter having an interest in the Real Property or any part thereof and all Persons claiming under any of them.

5.2 Enforcement. This Deed may be enforced by Grantor, its successors and assigns, or by Grantee, its successors and assigns, by proceedings at law or in equity. Grantor agrees and acknowledges, and Grantee, by acceptance of this Deed, agrees and acknowledges that in the event of a default hereunder by Grantee or Grantor, Grantor or Grantee would not have an adequate remedy at law, and therefore the non-defaulting Person shall be entitled to seek equitable relief, including without limitation injunctive relief, to enforce the provisions of this Deed.

5.3 Waiver. The failure of any Person entitled to enforce this Deed or any provision hereof to enforce this Deed shall not be deemed a waiver of the right of any Person to enforce this Deed or any provision hereof thereafter.

5.4 Rights Assignable. Grantor's easement rights reserved hereunder and any and all rights, powers and interests of Grantor herein contained may be assigned in whole or in part to any successor, assign or other Person which becomes obligated for the performance of Grantor's Remedial Obligations.

5.5 Mortgagees' Protection. Violation of this Deed shall not defeat or render invalid the lien of any mortgage, deed of trust or other security instrument affecting the Real Property which has been recorded in the land records of Ashtabula County, Ohio. However, any mortgagee, deed of trust trustee or deed of trust beneficiary or security interest holder in actual possession and any purchaser at any trustee's sale or foreclosure sale shall be bound by and subject to this Deed as fully as Grantor and Grantee upon the date of this Deed.

5.6 Chain of Title. Grantee and each successor grantee and each lessee or other person in interest or occupancy accepting a conveyance, ground leasehold interest, estate for years leasehold interest, or other demise of an interest in or to or in connection with the Real Property, or any part thereof, whether or not the same incorporates or refers to this Deed, covenants for itself, its heirs, successors and assigns to observe and perform and be bound by this Deed and to incorporate this Deed by reference in any conveyance or leasehold estate of all or any portion of its interest in the Real Property or any part thereof.

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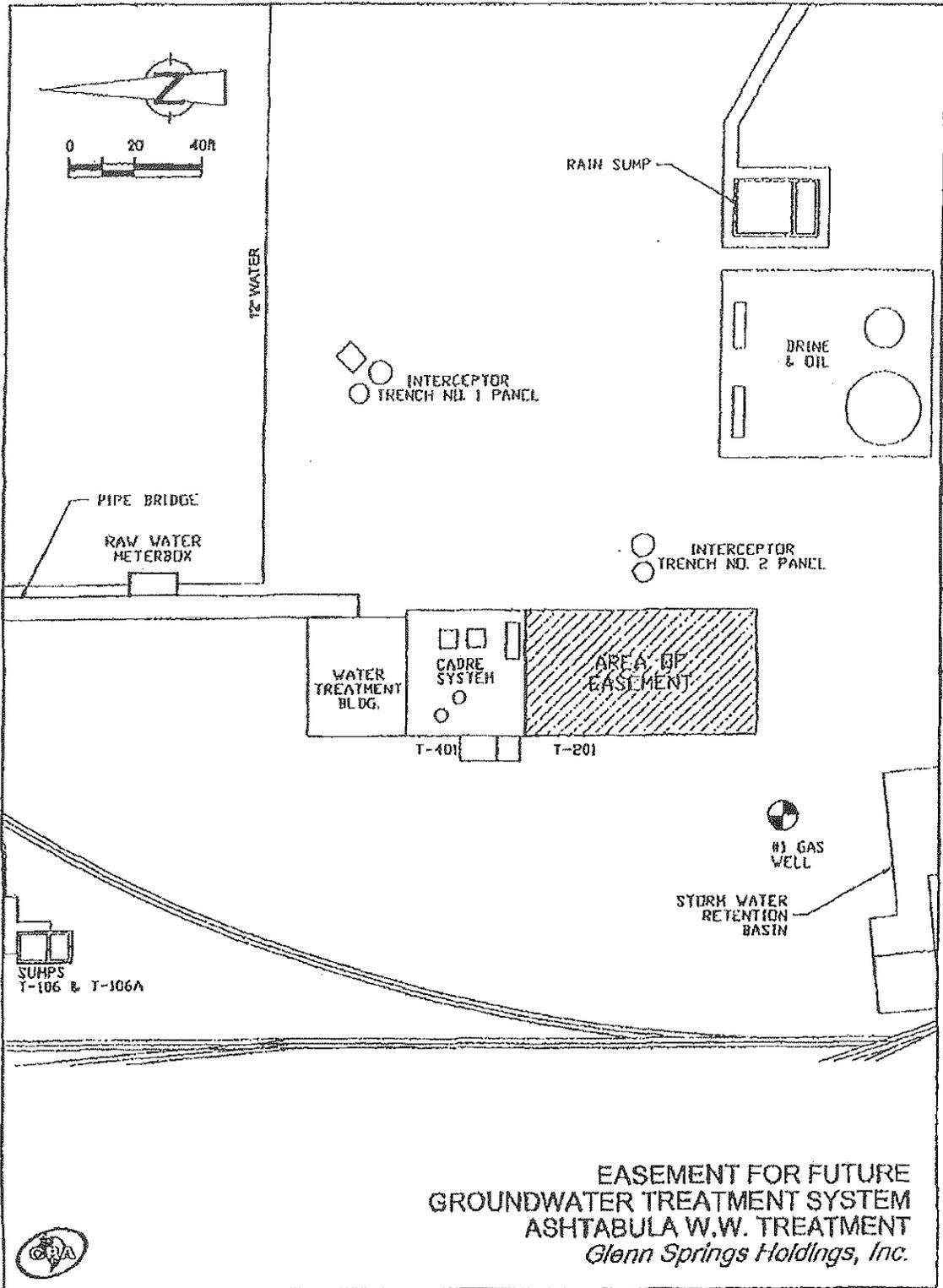


EXHIBIT C

EXCEPTIONS TO TITLE

1. Conditions and Restrictions and Easements, if any, contained in former deeds of record for the real property transferred herewith.
2. Easement for highway purposes, from Archer-Daniels-Midland Company, to the County of Ashtabula, State of Ohio, filed for record September 10, 1953, established by the Instrument recorded in volume 498, page 512 of Ashtabula County Records.
3. Easement from National Distillers Products Corporation, to Archer-Daniels-Midland Company, dated November 8, 1957, established by the instrument recorded in Volume 560, page 208 of Ashtabula County Records. Assignment of Waterline Easement dated December 12, 1961, established by the instrument recorded in Volume 611, page 208 of Ashtabula County Records.

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EXHIBIT B

List of Encumbrances

EXHIBIT B

Unrecorded easements; utility and drainage easements; the rights of persons in possession; the rights of the public in public ways; any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law; land use and other government laws and regulations; real property taxes and installments of assessments, if any, not delinquent on the date hereof; boundary line disputes, encroachments and any matters that would be disclosed by an accurate survey and inspection of the property; covenants, easements, restrictions, conditions, mortgages, liens, encumbrances, agreements and other matters of record, including, but not limited to, the following:

1. Easement for highway purposes, from Archer Daniels Midland Company, to the County of Ashtabula, State of Ohio, filed for record September 10, 1953, established by the instrument recorded in Volume 498, Page 512 of Ashtabula County Records.

2. Easement from National Distillers Products Corporation, to Archer Daniels Midland Company, dated November 8, 1957, established by the instrument recorded in Volume 560, Page 208 of Ashtabula County Records.

Assignment of Waterline Easement dated December 12, 1961, established by the instrument recorded in Volume 611, Page 208 of Ashtabula County Records,

3. Exception of improvements, reservation of easements and declaration of covenants, conditions, and restrictions contained in the deed from Occidental Chemical Corporation to Gabriel Performance Products, LLC, filed for record July 2, 2001 and being recorded in Volume OR 164, Page 2179 of Ashtabula County Records.

4. Existing railroad sidings located on the property and other land.

5. Financing Statement between Gabriel Performance Products, LLC, being the debtor and the Chase Manhattan Bank, as Administrative Agent, being the secured party, filed for record July 2, 2001 as File No. 200100012143/Chattel, 200100143147, Recorder's Office, Ashtabula County, as the same may have been renewed or extended.

