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Columbiana County, Ohio
Theresa Bessel County Recorder
File# 2014-00010891

BK 2058 PG 174-185

Division of

OCT 6 2014

Environmental Response
and Revitalization

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Tubetech, Inc. ("Owner") and Tubetech North America, Inc. ("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 three parcel numbers 68-00070.000, 68-00071.000 and 68-04138.00. The parcels together make up approximately 5.329 acres of real property located at 900 East Taggart Street, East Palestine, Ohio 44413 and legally described in Exhibit A attached hereto (collectively referred to herein as the "Property"); and

Whereas, as a result of past plating and related operations at the Property, certain contaminants were stored and have been released at certain portions on the Property. These contaminants include, but are not limited to, plating sludge containing chromium, zinc and cyanide that were stored in five former wastewater treatment traps. Potential pathways of exposure from the contaminants located within these portions of the Property include direct contact with soil; and

Whereas, as a result of the contaminants identified above, Owner was required to submit to Ohio EPA a closure plan for portions of the Property and to implement the approved plan; and

Whereas, Owner submitted a closure plan to Ohio EPA in 1994 and an amended closure plan in 2006. The closure plan was approved on July 11, 1994 and the amended closure plan was approved on April 3, 2007; and

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Whereas, Owner is implementing the approved amended closure plan on the Property in accordance with Ohio EPA's hazardous waste requirements contained in ORC Chapter 3734. The wastewater treatment traps have been excavated and removed pursuant to the approved closure plan. The concentrations of contaminants for the groundwater samples have been within groundwater protection standards for the entire duration of monitoring. A health based risk assessment performed by Ohio EPA on confirmation soil samples indicated that the risk meets the Ohio EPA's standard for industrial/construction workers. As part of the amended closure plan, Owner has agreed to place certain restrictions on the future use of portions of the Property, as described herein; and

Whereas, the Administrative Record of the closure is maintained as the file titled "Tubetech, Inc. (OHD 064 080 377)" in the Ohio EPA Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087; and

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 approximately 5.329 acres of real property located on parcel numbers 68-00070.000, 68-00071.000 and 68-04138.000 at 900 East Taggart Street, East Palestine, Ohio 44413 and is more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein as the "Property".
3. Owner. Tubetech, Inc. ("Owner") which is located at 900 East Taggart Street, East Palestine, Ohio 44413, is the owner of the Property.
4. Holders. Owner, whose address is listed above, and Tubetech North America, Inc., which is located at 900 East Taggart Street, East Palestine, Ohio, 44413 are the Holders of this Environmental Covenant.
5. Activity and Use Limitations. As part of the closure of hazardous waste management units on the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations:

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- 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 and elementary and secondary educational facilities;
 - (iii) Correctional facilities;
 - (iv) Transient or other residential facilities; and
 - (v) Production of food-chain products by agricultural means for animal or human consumption.

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. 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.

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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 Columbiana County Recorder, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88 and 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 COLUMBIANA 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 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 and elementary and secondary educational facilities;

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- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) 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.

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;

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- 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 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

Columbiana 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 Columbiana County Recorder.

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

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

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

and

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

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

IT IS SO AGREED:

Tubetech, Inc.



Signature of Owner and Holder

Stephen D. Oliphant CEO

Printed Name and Title

9/3/14

Date

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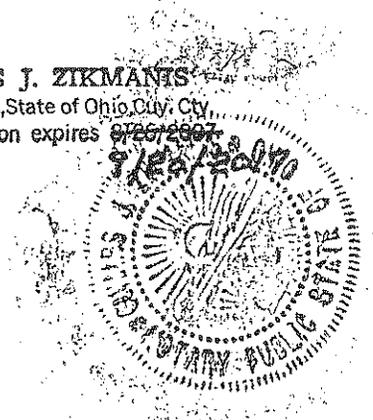
State of OHIO)
)
County of COLUMBIANA) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 3rd day of SEPTEMBER 2014.

Gunars J. Zikmants
Notary Public

GUNARS J. ZIKMANTS
Notary Public, State of Ohio, Civ. Ct.
My commission expires 9/26/2017



Tubetech North America, Inc.

Stephen D. Oliphant
Signature of Holder

Stephen D. Oliphant, CEO 9/3/14
Printed Name and Title Date

State of OHIO)
)
County of COLUMBIANA) ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of Tubetech North America, Inc., who

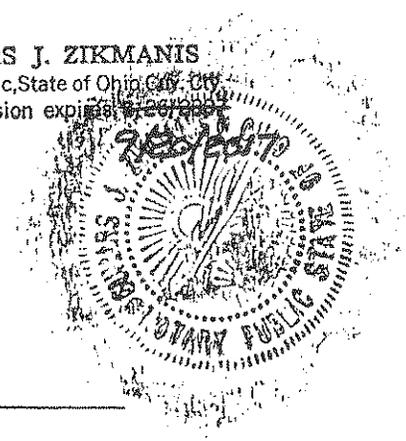
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acknowledged to me that [he/she] did execute the foregoing instrument on behalf of
Tubetech North America, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official
seal this 3rd day of September 2014.

Gunars J. Zikmanis
Notary Public

GUNARS J. ZIKMANIS
Notary Public, State of Ohio, City, Civ.
My commission expires 9-19-14



OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler
Craig W. Butler, Director

9-19-14
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 19th day of September, 2014.

Notary Public →

Charma Diane Casteel

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2019

This instrument prepared by:

Todd Anderson
Attorney
Ohio Environmental Protection Agency
50 West Town Street
Columbus, Ohio 43215

Exhibit A

Situated in the City of East Palestine, County of Columbiana and State of Ohio:

In the Township of Unity and known as being part of Section 23, Range 1, Township 8 and bounded and described as follows: Beginning at a point located as follows: 850 feet East from the old original East borough line of the Village of East Palestine along the northerly line of Taggart Street to a point. Thence north 183 feet to an iron pipe which is located on the north line of a proposed alley and being the true point of beginning. Thence South 83° 28' West a distance of 356.8 feet to an iron pin. Thence North 3° 24' East 205.4 feet to an iron pin set on the southerly line of lands of The Pennsylvania Railroad Company. Thence North 87° 14' East, along said southerly line of The Pennsylvania Railroad lands a distance of 385 feet to an iron pin. Thence North 3° 34' East, a distance of 10.17 feet to an iron pin set on the southerly Right-of-Way of The Pennsylvania Railroad. Thence North 87° 14' East and along the southerly Right-of-Way of said Pennsylvania Railroad a distance of 530.48 feet to an iron pin set at the northwesterly corner of a seventy-five foot lot owned by John Blocco and excepted by original deed of Parcel Number J and recorded in Volume 634 at Page 354 of the Columbiana Record of Deeds. Thence south 1° 26' East along the westerly line of said John Blocco lot a distance of 362.81 feet to an iron pin set on the northerly line of Taggart Street. Thence south 83° 57' West and along the northerly line of Taggart Street a distance of 411.48 feet to an iron pin. Thence North 2° 03' West and along the easterly line of lands of E. J. Taggart Et. Al. a distance of 181.8 feet to an iron pin set on the north line of a proposed alley. Thence South 84° 31' West and along the northerly line of said proposed alley a distance of 138.30 feet to the place of beginning and contains 5.711 acres of land; but subject to any railroad Right-of-Way or easements not hereon shown, as appears by Survey of Chester W. Haenny, Surveyor dated April 1951.

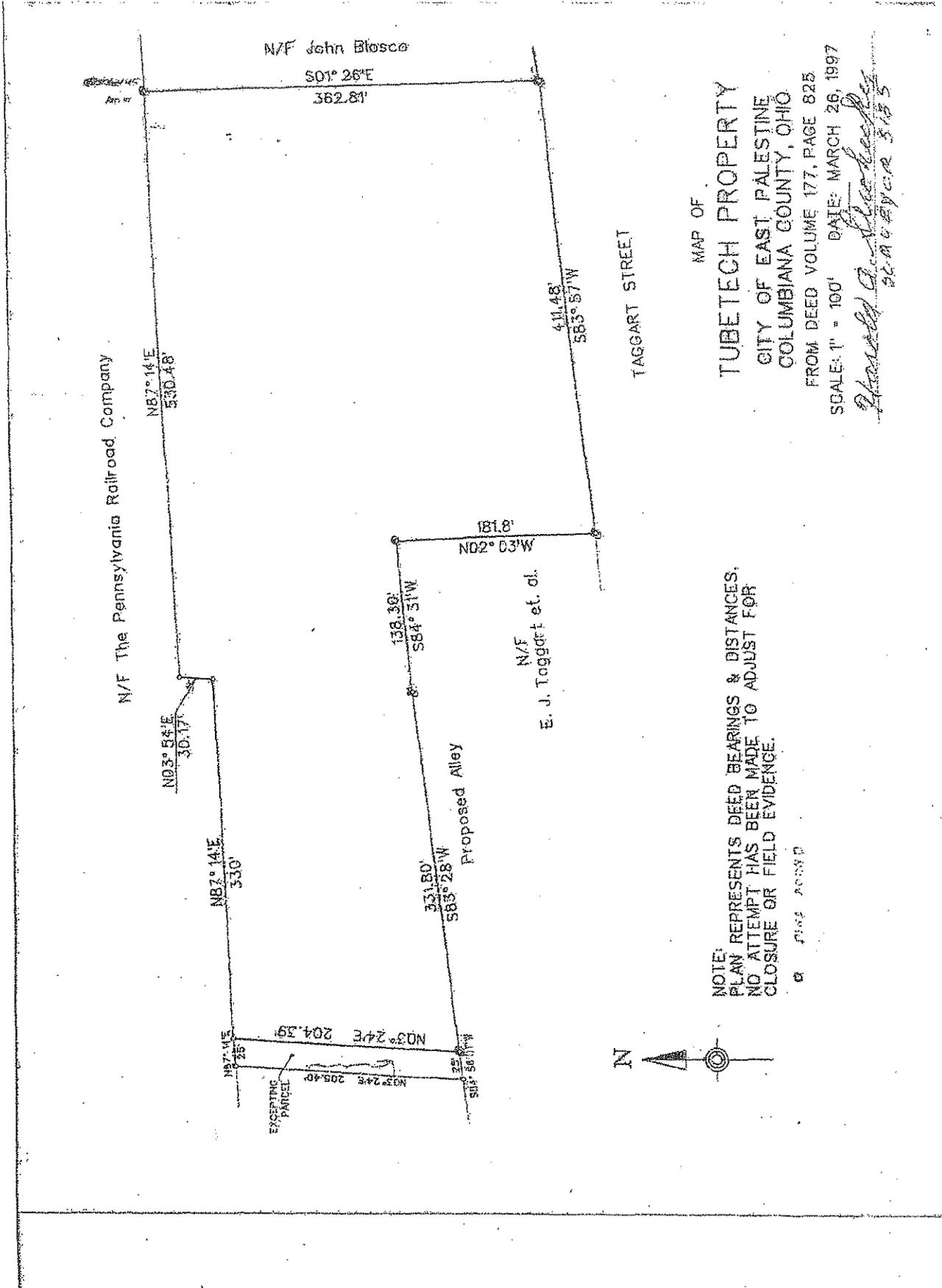
EXCEPTING THEREFROM: Premises situated in City of East Palestine, County of Columbiana, and State of Ohio: East Palestine Map's 10, 16, and 17, southeast Quarter of Section 23, Unity Township, Township 8, Range 1, County of Columbiana, Ohio and more fully described as follows: Beginning at a spike found in the centerline of State Line Road, where the same is intersected by the northerly line of an alley and being 165.00 feet distant at right angles from the northerly line of Taggart Street; thence North 84° 56' East a distance of 138.09 feet to an iron pin found, True Place of Beginning; Thence North 83° 24' East distance of 205.40 feet to an iron pin set; Thence North 87° 14' East a distance of 23.00 feet to an iron pin set; Thence South 83° 24' 11" West a distance of 204.39 feet to an iron pin set; Thence South 84° 56' West a distance of 25.00 feet to an iron pin found, True Place of Beginning. Containing 0.116 Acres of Land but subject to all legal highways and right-of-ways.

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MAP OF
TUBETECH PROPERTY
 CITY OF EAST PALESTINE
 COLUMBIANA COUNTY, OHIO

FROM DEED VOLUME 177, PAGE 825
 SCALE: 1" = 100' DATE: MARCH 26, 1997
Harold A. Blocco
 PLACER 3135

NOTE:
 PLAN REPRESENTS DEED BEARINGS & DISTANCES.
 NO ATTEMPT HAS BEEN MADE TO ADJUST FOR
 CLOSURE OR FIELD EVIDENCE.

BY FILED RECORD

Exhibit B

Interests or Encumbrances for the Property

1. Underground natural gas line – Dominion East Ohio
2. Underground sanitary sewer line – City of East Palestine
3. Underground fresh water line – City of East Palestine
4. Above ground electrical service – Ohio Edison
5. Above ground telephone and internet service, Comcast
6. Railroad siding, Conrail

STATE OF OHIO, COLUMBIANA COUNTY
I, Theresa Bosel, Recorder within and for the county of
Columbiana and the State of Ohio, do hereby certify that
the foregoing is truly taken and copied, from the original
copy, now on file in said Recorder's Office. IN TESTIMONY
WHEREOF, I have subscribed my name and affixed the
official seal of Lisbon, Ohio
this 14th day of September 2014
Theresa Bosel, RECORDER
Theresa Bosel Deputy