

To be recorded with Deed  
Records - ORC § 317.08

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by US 23 Circleville, LLC and IRG Circleville, LLC ("Owners"), General Electric Company ("GE"), Technicolor USA, Inc. (formerly Thomson Consumer Electronics, Inc.) ("Technicolor") (GE and Technicolor collectively, the "Holders") 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, Director's Final Findings and Orders ("Orders") for a Remedial Investigation and Feasibility Study ("RI/FS") were issued to Thomson Consumer Electronics and GE by the Ohio EPA on February 14, 1994;

WHEREAS, the Property has been the subject of investigation work conducted pursuant to the Orders;

WHEREAS, the investigation has identified areas where lead and other contaminants are or may be present on the Property that may present pathways of exposure;

WHEREAS, the remedy to be selected for the Property will include the activity and use limitations set forth in this Environmental Covenant for those areas;

WHEREAS, the activity and use limitations protect against potential hazardous substances in soil on the Property and will support the issuance of an NFA Letter and a Covenant Not to Sue for the Property;

WHEREAS, the administrative record for the project may be reviewed by contacting: Records Management Officer, Ohio EPA, Division of Environmental Response and Revitalization, P.O. Box 1049, Columbus, Ohio 43216-1049, 614-644-2924; or the Ohio EPA, Central District Office; and

WHEREAS, GE, Technicolor, and Owners hereby desire to establish and impose certain covenants and restrictions on portions of the Property;

Now therefore, for valuable consideration received, Owners, GE, Technicolor 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 a portion of an approximately 230 acre

Environmental Response

JAN 12 2012

tract of real property owned by Owners, located at 24200 U.S. Route 23, in Circleville, Pickaway County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owners. US 23 Circleville, LLC and IRG Circleville LLC ("Owners") with an address of 12214 Lakewood Blvd, Downey, CA 90242, are the owners of the Property.

4. Holder. GE, whose business address is 319 Great Oaks Boulevard, Albany, NY 12203, and Technicolor, whose business address is 101 W. 103<sup>rd</sup> Street, Indianapolis, IN 46290, are the holders of this Environmental Covenant.

5. Activity and Use Limitations. As part of the remedial action to be implemented on the Property, Owners hereby impose and agree to comply with the following activity and use limitations:

- a. Former Manufacturing Area – Residential and Agricultural Land Use Prohibition. The portions of the Property indicated on Exhibit B as the "Former Manufacturing Area" shall not be used for any residential land use, as defined in OAC Rule 3745-300-08(C)(2)(c)(i)(effective March 1, 2009) (*Exhibit C*), or for agricultural use, as defined in Exhibit C.
- b. Prohibition Against Extraction or Use of Ground Water. Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring or remediation of the groundwater.
- c. East Fenced Area – No Disturbance and Use Restriction.
  1. The existing soil cover and any future cover, implemented as part of an Ohio EPA - approved remedy for the Property, on the "East Fenced Area," as shown on Exhibit B, shall not be graded, excavated or disturbed except for maintenance of the existing and/or future soil cover, and any activities at or near the East Fenced Area shall not, in any way, interfere with the integrity of the cover thereon and the fence around it.
  2. The portions of the Property identified on Exhibit B as the "East Fenced Area";  
: (a) shall not be used for any residential land use, commercial land use, or industrial land use, as such terms are defined in OAC Rule 3745-300-08(C)(2)(c)(i), 3745-300-08(C)(2)(c)(ii), and 3745-300-08(C)(2)(c)(iii), respectively (effective March 1, 2009) (*Exhibit C*), or for agricultural use, as defined in Exhibit C; and (b) shall be used only as a covered and secured disposal area, without any human structures, human occupancy, or human activity, except for maintenance of the existing and/or future soil cover, and the fence, implemented as part of an Ohio EPA-approved remedy for the Property.

d. East Swale and South Ditch – Use Restriction.

- i. The portions of the Property identified on Exhibit B as the "East Swale" and "South Ditch": (a) shall not be used for any residential land use, commercial land use, or industrial land use, as such terms are defined in OAC Rule 3745-300-08(C)(2)(c)(i), 3745-300-08(C)(2)(c)(ii), and 3745-300-08(C)(2)(c)(iii), respectively (effective March 1, 2009) (*Exhibit C*), or for agricultural use, as defined in Exhibit C; and (b) shall be used only for (1) its present, known use, which is as undeveloped natural area, without any human structures, human occupancy, or human activity, and (2) for construction or excavation activities, as defined in OAC Rule 3745-300-08(C)(2)(c)(iv) (effective March 1, 2009) (*Exhibit C*). Any and all such construction or excavation activities performed in the East Swale or South Ditch soils shall be conducted pursuant to and in compliance with a Soil Management Plan approved by Ohio EPA that includes waste characterization and proper disposal of the excavated soils.

If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on those areas of the Property, identified as the Former Manufacturing Area, the East Fenced Area, or the East Swale and South Ditch on Exhibit B, constitutes a breach of the activity and use limitations set forth above, Owners or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy each such breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owners or Transferee (as defined below) and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owners 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. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owners hereby grant to Ohio EPA, its agents, contractors, and employees, and to GE and Technicolor, the right of access to the Property for implementation

or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owners or any Transferee, if applicable, shall submit to Ohio EPA, GE and Technicolor on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE PICKAWAY COUNTY RECORDER ON \_\_\_\_\_, 2011, IN [DOCUMENT \_\_\_\_, or BOOK \_\_\_\_, PAGE \_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: FORMER MANUFACTURING AREA – RESIDENTIAL LAND USE PROHIBITION; GROUND WATER PROHIBITION; EAST FENCED AREA – DISTURBANCE AND USE RESTRICTION; AND EAST SWALE AND SOUTH DITCH – USE RESTRICTION.

Owners or Transferee, if applicable, shall notify Ohio EPA, GE and Technicolor within ten (10) days after each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owners hereby represent and warrant to the other signatories hereto:

- a. that the Owners are the sole owners of the Property;
- b. that the Owners hold fee simple title to the Property which is subject to the interests or encumbrances identified in Exhibit D attached hereto and incorporated by reference herein;
- c. that the Owners have 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 Owners have identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owners'

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 Owners are a party or by which Owners may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owners or a Transferee, if applicable; GE, Technicolor and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean 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 so long as there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean 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 Owners or Transferee, if applicable, and Holders. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owners or Transferee, if applicable, shall file such instrument for recording with the Pickaway County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. 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.

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

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owners shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Pickaway County Recorder's Office.

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 Pickaway County Recorder's Office.

17. Distribution of Environmental Covenant. The Owners shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; City of Circleville; each person who signed the Environmental Covenant, each person holding a recorded

interest in the Property; any and all lessees, and any other person designated by Ohio EPA.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

**For Ohio EPA:**

Division of Environmental Response and Revitalization  
Ohio EPA – Central Office  
50 West Town Street  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
Attention: Records Management Officer

and

Division of Environmental Response and Revitalization  
Ohio EPA - Central District Office  
50 West Town Street  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
Attention: RCA Thomson Site Coordinator

**For Owners:**

US 23 Circleville, LLC  
IRG Circleville LLC  
12214 Lakewood Blvd  
Downey, CA 90242

With copies to:

and

US 23 Circleville, LLC  
IRG Circleville LLC  
3623 Brecksville Road  
Richfield, OH 44286

Thomas H. Bergman, Esq.  
4695 Lake Forest Drive  
Suite #200  
Cincinnati, OH 45242

**For Technician:**

Meggan Ehret  
Technicolor USA, Inc.  
101 West 103<sup>rd</sup> Street  
Indianapolis, Indiana 46290

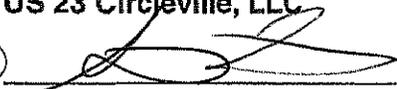
**For GE:**

John Uruskyj  
General Electric Company  
Corporate Environmental Programs  
319 Great Oaks Blvd.  
Albany, NY 12203

The undersigned representatives of Owners, GE and Technicolor represent and certify that they are authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

**US 23 Circleville, LLC**

(X)   
Signature of Owner

Stu Lichter  
Printed Name and Title

December 22, 2011  
Date

State of Ohio )  
County of Cuyahoga ) ss:

Before me, a notary public, in and for said county and state, personally appeared Stu Lichter, a duly authorized representative of US 23 Circleville, LLC, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of US 23 Circleville, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 22 day of December, 2011.

Sharon Murton  
Notary Public



SHARON MURTON  
Notary Public, State of Ohio  
My Commission Expires  
December 7, 2012

IRG Circleville LLC

(X)

Signature of Owner

Stu Lichter  
Printed Name and Title

December 22, 2011  
Date

State of Ohio )  
County of Cuyahoga ) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 22 day of December, 2011.

Sharon Murton  
Notary Public



SHARON MURTON  
Resident Cuyahoga County  
Notary Public, State of Ohio  
My Commission Expires  
December 7, 2012

**Ohio Environmental Protection Agency**

\_\_\_\_\_  
Scott J. Nally, Director

\_\_\_\_\_  
Date

State of Ohio )  
County of Franklin ) ss:

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 \_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

IRG Circleville LLC

*[Handwritten Signature]*

Signature of Owner

*Stuart J. Lichter*

Printed Name and Title

*10-31-11*

Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

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

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

*[Handwritten Signature]*  
Notary Public

Ohio Environmental Protection Agency

*[Handwritten Signature]*  
Scott J. Nally, Director

*11/30/11*

Date

State of Ohio )  
County of Franklin ) ss:

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 *30<sup>th</sup>* day of *November*, 2011.

*Charma Diane Casteel*  
Notary Public

CHARMA DIANE CASTEEL  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES

*May 10, 2014*



**General Electric Company**



Signature  
John Haggard, Manager, Site Evaluation &  
Remediation Program

Printed Name and Title

8/26/2011  
Date

State of New York )

) ss:

County of Rensselaer )

**DAWN M. DAYTER**  
Notary Public, State of New York  
No. 01DA5058439  
Qualified in Albany County  
Commission Expires March 4, 2014

Before me, a notary public, in and for said county and state, personally appeared John Haggard, a duly authorized representative of the General Electric Company, who acknowledged to me that (he/she) did execute the foregoing instrument on behalf of the General Electric Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 26<sup>th</sup> day of August, 2011.

  
Notary Public

**Technicolor USA, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )

) ss:

County of \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**General Electric Company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

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

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

\_\_\_\_\_  
Notary Public

**Technicolor USA, Inc.**

Meghan Ehret  
Signature

MEGHAN EHRET SECRETARY  
Printed Name and Title

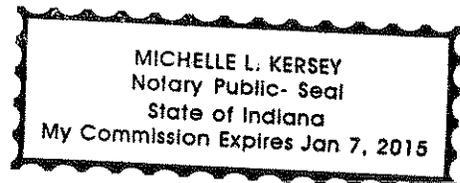
AUG 23, 2011  
Date

State of Indiana )  
County of Hamilton ) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23 day of August, 2011.

Michelle Kersey  
Notary Public



This instrument prepared by:

Mark A. Norman  
Vorys, Sater, Seymour and Pease LLP  
221 East Fourth Street, Suite 2000  
Atrium Two  
Cincinnati, OH 45202

Exhibit A

" EXHIBIT A "

Page 1 of 4  
Revised 4-01-08226.552 Acre Tract  
24200 U.S. Route 23, South  
Circleville, Ohio 43113-9002

Situated in the State of Ohio, in the County of Pickaway, partially in the City of Circleville and partially in the Township of Circleville and being a part of Section 31, Township 11, Range 21, and being a part of the Consumer Electronics Holdings, Inc. 162.167 acre tract (162.243 acre tract by survey) of record in Deed Book 304, Page 708, and a part of the Thomson Consumer Electronics, Inc. 44.325 acre Parcel I and the 23.761 acre Parcel II of record in Deed Book 311, Page 617, except as noted all references being to the Recorder's Records, Pickaway County, Ohio, and being more particularly described as follows:

Beginning, for reference, at a magnetic nail found marking the northeast corner of Section 31;

thence North  $86^{\circ}59'00''$  West 50.01 feet, in the northerly line of said Section 31, to a  $\frac{3}{4}$  inch iron pin found marking the Place of Beginning in the westerly right-of-way line of the Norfolk and Western Railroad and northeasterly corner of said 162.167 acre tract;

thence South  $04^{\circ}09'22''$  West 1035.37 feet, in said westerly right-of-way line and an easterly line of said 162.167 acre tract, to an iron pipe set marking a point of curve to the right;

thence in the Arc of a Curve to the right, with a Radius of 3768.53 feet, an Arc distance of 967.78 feet, a Delta angle of  $14^{\circ}42'50''$  and a Chord bearing South  $11^{\circ}30'56''$  West 965.12 feet, in an easterly line of said 162.167 acre tract and the westerly line of said Railroad, to an Iron pipe set;

thence South  $18^{\circ}52'29''$  West 320.55 feet, in an easterly line of said 162.167 acre tract and in the westerly line of said railroad, to the southeasterly corner of said 162.167 acre tract, a northeasterly corner of the Roger H. & Mary H. May 92.45 acre tract of record in Deed Book 292, Page 59 and being referenced by a 4 inch square concrete post 1.73 feet west;

thence North  $86^{\circ}30'30''$  West 930.05 feet, in a southerly line of said 162.167 acre tract and in a northerly line of said 92.45 acre tract, to a 4 inch steel post in the easterly line of said 44.325 acre tract;

thence South  $03^{\circ}34'09''$  West 415.80 feet, in the easterly line of said 44.325 acre tract and in a westerly line of said 92.45 acre tract, to a 4 inch steel post;

thence North  $86^{\circ}45'21''$  West 666.36 feet, in a southerly line of said 44.325 acre tract and in a northerly line of said 92.45 acre tract, to a  $\frac{5}{8}$  inch iron pin found at

a southwesterly corner of said 44.325 acre tract, in the easterly line of said 23.761 acre tract and at a northwesterly corner of said original 92.45 acre tract;

thence South 05°42'05" West 48.65 feet, in the easterly line of said 23.761 acre tract and in a westerly line of said original 92.45 acre tract, to a 5/8 inch iron pin found marking the southeasterly corner of said 23.761 acre tract and the northeasterly corner of Lot 321 as shown and delineated on the plat of Logan Elm Village Section 7 of record in Plat Book 7, page 17;

thence North 85°06'43" West 124.00 feet, in a southerly line of said 23.761 acre tract and in the northerly line of said Lot 321, to an iron pipe set in the easterly right-of-way line of Chickasaw Drive as shown and delineated on said plat of Logan Elm Village Section 7;

thence North 04°53'17" East 15.00 feet, in the easterly right-of-way line of said Chickasaw Drive, to a 5/8 inch iron pin found;

thence North 85°06'43" West 478.09 feet, in a southerly line of said 23.761 acre tract and in the northerly lines of Chickasaw Drive and Lots 322 to 327, to an iron pipe set;

thence South 80°42'57" West 635.45 feet, in a southerly line of said 23.761 acre tract and in the northerly lines of Lots 327 to 335, to a 5/8 inch iron pin found marking a southwesterly corner of said 23.761 acre tract and the corner common to Lots 335, 336 and 337 of said Logan Elm Village Section 7;

thence North 09°20'45" West 110.06 feet, in a westerly line of said 23.761 acre tract and the easterly line of said Lot 337, to an iron pin found marking the northeasterly corner of said Lot 337 and in the southerly right-of-way line of Iroquois Drive;

thence North 80°39'15" East 39.68 feet, in a northerly line of said 23.761 acre tract and in the southerly right-of-way line of said Iroquois Drive, to a 5/8 inch iron pin found;

thence North 09°20'45" West 50.00 feet, in a westerly line of said 23.761 acre tract and in the easterly line of said Iroquois Drive, to a 5/8 inch iron pin found;

thence North 00°34'35" West 384.50 feet, in a westerly line of said 23.761 acre tract and in the easterly lines of Lots 338 to 342, to a 5/8 inch iron pin found marking an angle point in a westerly line of said 23.761 acre tract and the northeasterly corner of said Lot 342;

thence North 09°20'45" West 160.00 feet, in a westerly line of said 23.761 acre tract and in the easterly lines of Lot 343 and Apache Drive, to a 5/8 inch iron pin found marking an angle point in a westerly line of said 23.761 acre tract and in the northeasterly corner of said Apache Drive;

thence South 80°39'15" West 6.80 feet, in the northerly line of said Apache drive, to an iron pin found marking the southeasterly corner of Lot 344 as shown and delineated on the Plat of said Logan Elm Village Section 7;

thence North 09°20'45" West 110.00 feet, in a westerly line of said 23.761 acre tract and in the easterly line of said Lot 344, to an iron pipe set at the northwesterly corner of said 23.761 acre tract, in the northeasterly corner of said Lot 344 and in a southerly line of said 44.325 acre tract;

thence South 80°39'15" West 224.74 feet, in a southerly line of said 44.325 acre tract and in the northerly lines of Lots 344 and 345, to a 5/8 inch iron pin found at a southwesterly corner of said 44.325 acre tract and in the easterly line of the Board of Trustees, Circleville Township 3.30 acre tract of record in Deed Book 356, page 771;

thence North 00°34'35" West 106.58 feet, in the easterly line of said 3.30 acre tract and a westerly line of said 44.325 acre tract, to an iron pipe set;

thence North 89°31'47" West 659.71 feet, in the northerly line of said 3.30 acre tract and a southerly line of said 44.325 acre tract, to an iron pipe set at the northwesterly corner of said 3.30 acre tract, the southwesterly corner of said 44.325 acre tract and in the easterly right-of-way line of United States Route 23;

thence North 07°04'56" East 82.01 feet, in a westerly line of said 44.325 acre tract and in said easterly right-of-way line, to an iron pipe set in a southerly line of said 162.167 acre tract;

thence South 71°37'46" West 132.13 feet, in a southerly line of said 162.167 acre tract, to a point;

thence North 30°07'42" West 20.77 feet, in a southwesterly line of said 162.167 acre tract, to the centerline of the southbound lanes of said US Route 23;

thence North 00°03'27" West 1114.25 feet, in a westerly line of said 162.167 acre tract and in the centerline of said southbound lanes, to a point;

thence North 00°13'03" East 73.80 feet, in a westerly line of said 162.167 acre tract and in the centerline of said southbound lanes, to the southwesterly corner of the City of Circleville 0.28 acre tract of record in Deed Volume 346, page 203;

thence South 89°39'24" East 211.42 feet, in the southerly line of said 0.28 acre tract, passing an iron pin with identification cap stamped "R Johnson PS 6822" at 136.29 feet, to an iron pin with "Johnson" identification cap found;

thence North 00°43'35" West 60.07 feet, in the easterly line of said 0.28 acre tract, to an iron pin with "Johnson" identification cap found;

thence North 89°39'24" West 210.43 feet, in the northerly line of said 0.28 acre tract, passing an iron pin with "Johnson" identification cap found at 75.08 feet, to the centerline of said southbound lanes;

thence North 00°13'03" East 712.02 feet, in a westerly line of said 162.167 acre tract and in the centerline of said southbound lanes, to a spike found marking the northwesterly corner of said 162.167 acre tract and in the northerly line of said Section 31;

thence South 86°59'00" East 4174.67 feet, in the northerly line of said 162.167 acre tract and in the southerly lines of Circleville Crossing Subdivision of record In Plat Cabinet 2, Slide 5 and the Circleville Partners Limited Partnership original 102.305 acre tract of record in Official Record 655, page 068, to the Place of Beginning containing 226,552 acres, more or less, of which there is 23.112 acres in Circleville Township Logan Elm School District, 64.599 acres in Circleville Township Logan Elm School District Number 1, 138.841 acres in City of Circleville School District and there is within the Right-of-Way of U.S. Route 23 5.423 acres in Circleville Township and 0.144 acres in the City of Circleville.

This description is based on a field survey in June, July and August, 2006 by Gary L. Elswick, Professional Surveyor #6395. Iron pipes set are 3/4 inch galvanized iron pipe. Bearings are based on the northerly line of said 162.167 acre tract being South 86°59'00" East as described in said Deed Book 304, Page 708.

*Gary L. Elswick*  
\_\_\_\_\_  
Gary L. Elswick, Professional Surveyor #6395 4-2-08  
Date



20080002274  
CORNER LAND TITLE AGENCY, LTD  
180 E BROAD STREET SUITE 305  
COLUMBUS OH 43215

Exhibit B

**Legal Description**  
**City of Circleville &**  
**Circleville Township, Pickaway County, Ohio**  
**Section 31, Township 11, Range 21**  
**65.092 Acres**  
**Former Manufacturing Area**

Situated in the City of Circleville, Township of Circleville, County of Pickaway, the State of Ohio and being part of Section 31, Township 11, Range 21 more particularly bounded and described as follows:

Being part of a 226.552 acre tract as described in Official Record 616, Page 1087 in the Pickaway County Recorder's Office.

Beginning at a point in the North line of said 226.552 acre tract and in the South line of Lot 4 of Circleville Crossing (reference Plat Cabinet 2, Slide 5) being S87°06'29"E 1381.82 feet distant from the Northwest corner of said 226.552 acre tract which is in the centerline of U.S. Route 23;

Thence with the South line of said Circleville Crossing and partially with the South line of a 102.305 acre tract (reference Official Record 555, Page 68) S87°06'29"E 2091.03 feet to a point;

Thence leaving said South line and going with six new lines through said 226.552 acre tract the following calls;

S00°00'00"W 1353.76 feet to a point;

Thence N86°24'19"W 145.00 feet to a point;

Thence N87°31'43"W 408.56 feet to a point;

Thence N86°49'27"W 1297.07 feet to a point;

Thence S71°48'17"W 253.04 feet to a point;

Thence N00°00'00"W 1439.70 feet to the **POINT OF BEGINNING**;

Containing **65.092 Acres** more or less, being 17.64 acres in Section 4 and 8.36 acres in Section 5.

Subject to all existing valid rights-of-way and easements of record.

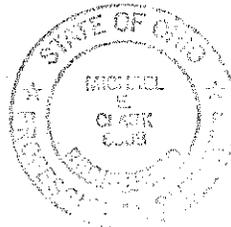
All iron pins set are 5/8" diameter x 30" long rebar with a 1 1/4" yellow plastic identification cap stamped "M.E. CLARK ASSOC."

Bearing reference for this survey is the City of Circleville Control Network.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions, as they existed on the date of the survey and that the accuracy of the same is consistent with accepted surveying standards.

This description is based on an actual field survey performed under the direct supervision of Michael E. Clark, Registered Surveyor #6808.

  
Michael E. Clark, P.S. # 6808



File No. E111002-65.092

12-13-11  
Date

**Legal Description**  
**City of Circleville &**  
**Circleville Township, Pickaway County, Ohio**  
**Section 31, Township 11, Range 21**  
**9.449 Acres**  
**East Fenced Area**

Situated in the City of Circleville, Township of Circleville, County of Pickaway, the State of Ohio and being part of Section 31, Township 11, Range 21 more particularly bounded and described as follows:

Being part of a 226.552 acre tract as described in Official Record 616, Page 1087 in the Pickaway County Recorder's Office.

Beginning for reference in the North line of said 226.552 acre tract and in the South line of a 102.305 acre tract (reference Official Record 555, Page 68) being S87°06'29"E 3472.85 feet distant from the Northwest corner of said 226.552 acre tract which is in the centerline of U.S. Route 23;

Thence leaving said common line and going with a new line through said 226.552 acre tract S00°00'00"E 874.12 feet to the **TRUE POINT OF BEGINNING**;

Thence with six more new lines through said 226.552 acre tract the following calls;

S00°00'00"E 479.64 feet to a point;

Thence N86°24'19"W 145.00 feet to a point;

Thence N87°31'43"W 408.56 feet to a point;

Thence N86°49'27"W 348.83 feet to a point;

Thence N00°00'00"E 433.60 feet to a point;

Thence N90°00'00"E 901.20 feet to the **POINT OF BEGINNING**;

Containing **9.449 Acres** more or less.

Subject to all existing valid rights-of-way and easements of record.

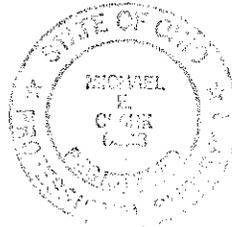
All iron pins set are 5/8" diameter x 30" long rebar with a 1 1/4" yellow plastic identification cap stamped "M.E. CLARK ASSOC."

Bearing reference for this survey is the City of Circleville Control Network.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions, as they existed on the date of the survey and that the accuracy of the same is consistent with accepted surveying standards.

This description is based on an actual field survey performed under the direct supervision of Michael E. Clark, Registered Surveyor #6808.

  
Michael E. Clark, P.S. # 6808



File No. E111002-9.449

12-13-11  
Date

**Legal Description**  
**City of Circleville &**  
**Circleville Township, Pickaway County, Ohio**  
**Section 31, Township 11, Range 21**  
**4.844 Acres**  
**South Ditch**

Situated in the City of Circleville, Township of Circleville, County of Pickaway, the State of Ohio and being part of Section 31, Township 11, Range 21 more particularly bounded and described as follows:

Being part of a 226.552 acre tract as described in Official Record 616, Page 1087 in the Pickaway County Recorder's Office.

Beginning at a point within the said 226.552 acre tract being S00°12'53"W 841.43 feet, S00°14'42"E 1062.18 feet and N89°30'45"E 139.93 feet distant from the Northwest corner of said 226.552 acre tract which is in the centerline of U.S. Route 23;

Thence with five new lines through said 226.552 acre tract the following calls;

N71°21'44"E 1569.20 feet to a point;

Thence S86°11'42"E 650.83 feet to a point;

Thence N56°07'15"E 55.08 feet to a point;

Thence S80°42'34"E 283.44 feet to a point;

Thence S87°30'12"E 1463.60 feet to a point in the East line of said 226.552 acre tract;

Thence with said East line an arc to the right 53.04 feet, having a radius of 3769.80 feet and a chord of which bears S08°43'34"W 53.04 feet distant, to a point;

Thence leaving said East line and going with four new lines through said 226.552 acre tract the following calls;

N85°17'58"W 286.25 feet to a point;

Thence N87°46'22"W 2209.57 feet to a point;

Thence S69°21'25"W 709.23 feet to a point;

Thence S72°47'47"W 801.06 feet to a point in the West line of said 226.552 acre tract;

Thence with said West line N06°45'08"E 50.85 feet to the **POINT OF BEGINNING**;

Containing **4.844 Acres** more or less.

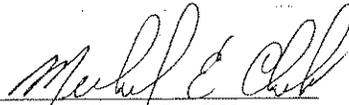
Subject to all existing valid rights-of-way and easements of record.

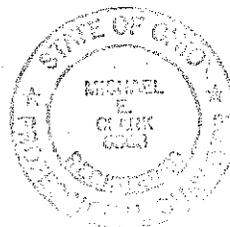
All iron pins set are 5/8" diameter x 30" long rebar with a 1 1/4" yellow plastic identification cap stamped "M.E. CLARK ASSOC."

Bearing reference for this survey is the City of Circleville Control Network.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions, as they existed on the date of the survey and that the accuracy of the same is consistent with accepted surveying standards.

This description is based on an actual field survey performed under the direct supervision of Michael E. Clark, Registered Surveyor #6808.

  
Michael E. Clark, P.S. # 6808



File No. E111002-4.844

12-13-11  
Date

**Legal Description**  
**City of Circleville, Pickaway County, Ohio**  
**Section 31, Township 11, Range 21**  
**1.140 Acres**  
**East Swale**

Situated in the City of Circleville, the County of Pickaway, the State of Ohio and being part of Section 31, Township 11, Range 21 more particularly bounded and described as follows:

Being part of a 226.552 acre tract as described in Official Record 616, Page 1087 in the Pickaway County Recorder's Office.

Beginning at a point within the said 226.552 acre tract being S87°06'29"E 1381.82 feet and S83°28'26"E 1566.73 feet distant from the Northwest corner of said 226.552 acre tract which is in the centerline of U.S. Route 23;

Thence with ten new lines through said 226.552 acre tract the following calls;

S82°43'47"E 59.24 feet to a point;

Thence S49°05'18"W 195.74 feet to a point;

Thence S40°40'41"W 300.31 feet to a point;

Thence S21°14'43"W 577.19 feet to a point;

Thence S07°24'05"W 75.29 feet to a point;

Thence N87°37'24"W 36.18 feet to a point;

Thence N03°40'11"W 53.81 feet to a point;

Thence N25°23'47"E 74.08 feet to a point;

Thence N19°46'23"E 594.04 feet to a point;

Thence N46°28'59"E 428.34 feet to the **POINT OF BEGINNING**;

Containing **1.140 Acres** more or less.

Subject to all existing valid rights-of-way and easements of record.

All iron pins set are 5/8" diameter x 30" long rebar with a 1 1/4" yellow plastic identification cap stamped "M.E. CLARK ASSOC."

Bearing reference for this survey is the City of Circleville Control Network.

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions, as they existed on the date of the survey and that the accuracy of the same is consistent with accepted surveying standards.

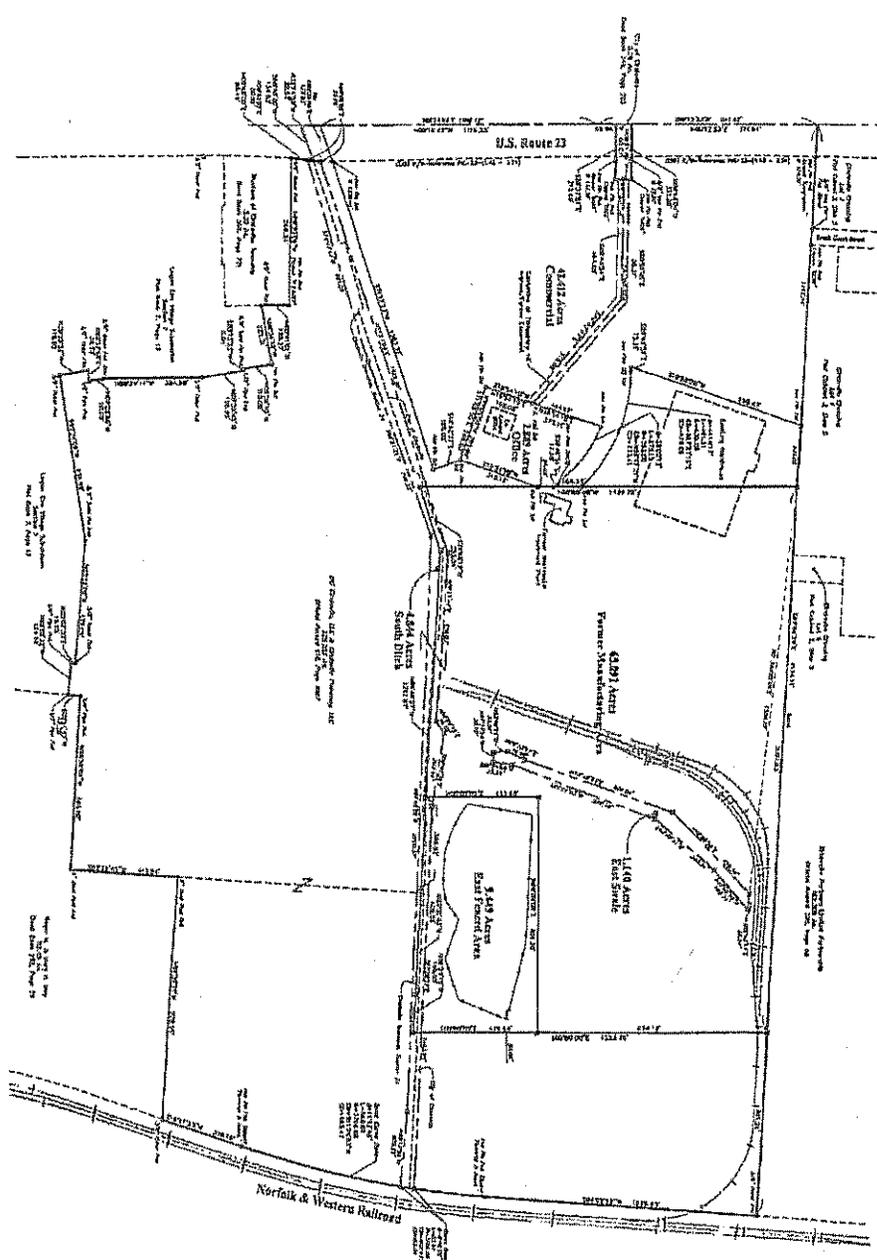
This description is based on an actual field survey performed under the direct supervision of Michael E. Clark, Registered Surveyor #6808.

  
Michael E. Clark, P.S. # 6808



File No. E111002-1.698

12-13-11  
Date



BE FOREWARNED THAT THE INFORMATION AND DATA ON THIS  
 PLAT WAS OBTAINED FROM THE RECORDS OF THE CITY OF  
 CHARLOTTE, NORTH CAROLINA, AND THE CITY OF  
 WASHINGTON, DISTRICT OF COLUMBIA, AND THAT THE  
 SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF  
 THE LANDS SHOWN THEREON. THE SURVEYOR'S  
 LIABILITY IS LIMITED TO THE ACCURACY OF THE  
 INFORMATION AND DATA PROVIDED TO HIM BY THE  
 CITY OF CHARLOTTE, NORTH CAROLINA, AND THE  
 CITY OF WASHINGTON, DISTRICT OF COLUMBIA.

**CLARK & ASSOCIATES**  
 SURVEYORS & ENGINEERS  
 1000 W. WILSON ST., SUITE 100  
 CHARLOTTE, NORTH CAROLINA 28202  
 PHONE: 704.375.1111  
 FAX: 704.375.1112  
 LICENSE NO. 17-1198



**Legend**  
 1. Survey Boundary  
 2. Easement Boundary  
 3. Right-of-Way Boundary  
 4. Utility Boundary  
 5. Other Boundary

Exhibit C

"Agricultural use" means land use with potential exposure of adult workers during a business day and potential exposure of adults and children to agricultural land and facilities during the business day. Agricultural use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles of soil and ingestion of soil. Examples of agricultural use include, but are not limited to the pasturing, grazing and watering of livestock and poultry, and the raising, cultivation and harvesting of agricultural crops.

"Commercial land use" means "land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are customers, patrons or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of commercial land uses include, but are not limited to warehouses, retail gasoline stations, retail establishments, professional offices, hospitals and clinics; religious institutions; hotels; motels; and parking facilities." OAC Rule 3745-300-08(C)(2)(c)(iii) (effective March 1, 2009).

"Construction or excavation activities" include "invasive activities that result in potential exposure of adult workers during the business day for a portion of one year. Exposures during construction or excavation activities are of greater intensity and shorter duration than those for the commercial and industrial land use categories. Construction or excavation activities have potential exposures of adults to dermal contact with soil, inhalation of vapors and particles from soil, and ingestion of soil. Examples of construction or excavation activities include but are not limited to maintenance or installation of utilities; installation of building footers or foundations; grading; trenching; or laying utility lines or cables; and repair of engineering controls where there is significant exposure to soils." OAC Rule 3745-300-08(C)(2)(c)(iv) (effective March 1, 2009).

"Industrial land use" means "land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metal-working shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities." OAC Rule 3745-300-08(C)(2)(c)(iii) (effective March 1, 2009).

"Residential land use" means "land use with a high frequency of potential exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Residential land use is considered protective for, and may be applied to, any and all categories of land use, without further restriction. Examples of residential land uses include, but are not limited to residences; day care facilities; schools, colleges and other educational institutions; nursing homes; elder care and other long-term health care facilities; and correctional facilities." OAC Rule 3745-300-08(C)(2)(c)(i) (effective March 1, 2009).

EXHIBIT D

The Property is subject to a mortgage held by:

RBS Citizens, National Association  
d/b/a Charter One Bank, N.A.  
1215 Superior Avenue  
Cleveland, OH 44114

20110006478  
VORYS SATER SEYMOUR & PEASE LLP  
221 E FOURTH ST  
CINCINNATI OH 45201

**VORYS**

**Vorys, Sater, Seymour and Pease LLP**  
Legal Counsel

221 East Fourth St.  
Suite 2000, Atrium Two  
PO Box 0236  
Cincinnati, OH 45201-0236  
513-723-4000 | [www.vorys.com](http://www.vorys.com)  
Founded 1909

Division of Environmental  
And Remedial Response  
JAN 12 2012  
Mark A. Norman  
Direct Dial (513) 723-4006  
Direct Fax (513) 852-7881  
Email [manorman@vorys.com](mailto:manorman@vorys.com)

VIA US MAIL

Division of Environmental Response and  
Revitalization  
Ohio EPA – Central Office  
50 West Town Street  
P.O. Box 1049  
Columbus, OH 43216-1049  
Attn: Records Management Office

US 23 Circleville, LLC  
IRG Circleville, LLC  
12214 Lakewood Blvd.  
Downey, CA 90242

Thomas H. Bergman, Esq.  
4695 Lake Forest Drive  
Suite #200  
Cincinnati, OH 45242

John Urusky  
General Electric Company  
Corporate Environmental Programs  
319 Great Oaks Blvd.  
Albany, NY 12203

Meggan Ehret  
Technicolor USA, Inc.  
101 West 103<sup>rd</sup> Street  
Indianapolis, IN 46290

US 23 Circleville, LLC  
IRG Circleville, LLC  
3623 Brecksville Road  
Richfield, OH 44286

Division of Environmental Response and  
Revitalization  
Ohio EPA – Central District Office  
50 West Town Street  
P.O. Box 1049  
Columbus, OH 43216-1049  
Attn: RCA Thomson Site Coordinator

January 9, 2012

Mayor  
City of Circleville Ohio  
130 S. Court Street  
Circleville, OH 43113

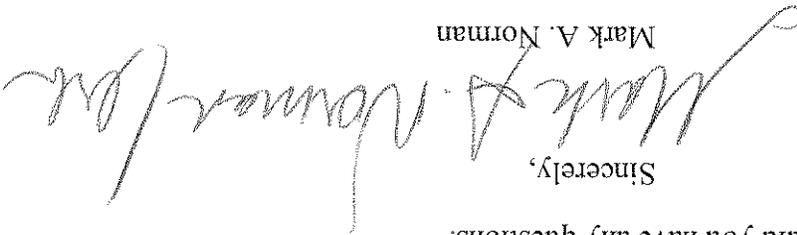
January 9, 2012  
Page 2

Re: RCA Thomson Electronics Site ("Site")  
Pickaway County  
Environmental Covenant

Dear Recipients:

Pursuant to paragraph 17 of the Environmental Covenant by and among US 23 Circleville LLC, IRG Circleville, General Electric Company, Technicolor USA, Inc., and Ohio EPA, with respect to the Site, enclosed is a time-stamped, recorded copy of that Environmental Covenant. Please contact me should you have any questions.

Sincerely,

  
Mark A. Norman

Enclosure

cc: Kirk Macfarlane, Esq., GE (w/encl.)  
Mark Navarre, Esq., Ohio EPA (w/encl.)