



State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center
122 S. Front Street
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184

MAILING ADDRESS:

P.O. Box 1049
Columbus, OH 43216-1049

RECEIVED
MAR 24 2005
OHIO EPA/CDO

March 22, 2005

CERTIFIED MAIL

Mr. William Miller
Superior Fibers, Inc.
499 North Broad Street
Bremen, Ohio 43107

**RE: Issuance of Covenant Not To Sue for the Superior Fibers, Inc.
Property (03NFA161)**

Dear Mr. Miller:

I am happy to inform you that on March 22, 2005, the Director of the Ohio Environmental Protection Agency ("Director") issued a Covenant Not To Sue ("Covenant") to Superior Fibers, Inc. for the Superior Fibers, Inc. property located at 499 North Broad Street, Bremen, Fairfield County, Ohio. The Covenant was issued as Final Findings and Orders pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

Upon the issuance of these Findings and Orders, and subject to the conditions set forth herein, Ohio EPA hereby covenants not to sue and releases Superior Fibers, Inc. and their agents, employees, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities at the Property for the releases of hazardous substances or petroleum identified and addressed in the Phase I Property Assessment or Phase II Property Assessment conducted in compliance with ORC Chapter 3746 and OAC 3745-300.

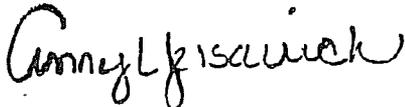
You will find the certified copy of the Covenant enclosed. When filing the Covenant and its exhibits at the Fairfield County Recorder's Office, please use the enclosed Affidavit from Ohio EPA to guide the recording of the documents in the County's deed records.

Bob Taft, Governor
Jennette Bradley, Lieutenant Governor
Christopher Jones, Director

The issuance of the Covenant is a final action of the Director and will be public noticed in accordance with OAC 3745-47-07. The action may be appealed to the Environmental Review Appeals Commission ("Commission"). The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice or issuance of the action. (See ORC 3745.04 and 3745.07.) A copy of the appeal must be served on the Director within three (3) days after the appeal is filed with the Commission. The appeal may be filed with the Commission at 309 South Fourth Street, Room 222, Columbus, Ohio 43215.

Many persons within the agency, Superior Fibers, Inc., and others, worked hard to remove the environmental barriers associated with redeveloping this property. Congratulations on the issuance of this Covenant. If you have any questions or concerns, please feel free to contact me at (614) 644-2285 or amy.yersavich@epa.state.oh.us.

Sincerely,



Amy Yersavich, Manager
Division of Emergency and Remedial Response
Voluntary Action Program

Enclosure

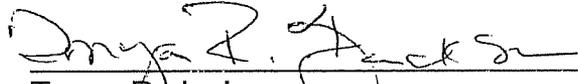
cc: Dennis Smalley, Certified Professional, Smalley & Associates, Inc.
Michael Ebner, DERR-CDO
Marty Cooper, Legal Office
CO DERR-VAP Files

TO BE RECORDED IN DEED RECORDS,
PURSUANT TO R.C. 317.08(A)

AFFIDAVIT

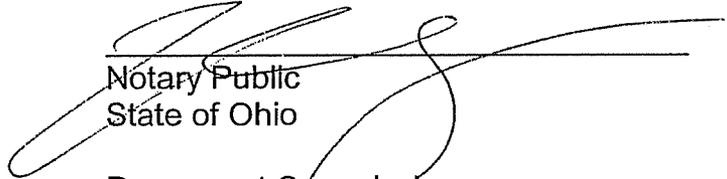
STATE OF OHIO)
)
COUNTY OF FRANKLIN) ss:

Before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Tonya R. Jackson, who, being duly sworn according to law, deposes and says that: (i) she is employed as a records management officer in the Legal Office of the Ohio Environmental Protection Agency ("Ohio EPA") and, as such, is authorized to sign this Affidavit on behalf of Ohio EPA; and (ii) the attached document is a true and correct copy of the Covenant Not to Sue/Director's Final Findings and Orders issued by the Director and entered in the Ohio EPA Director's Journal on March 22, 2005 regarding the property known as Superior Fibers, Inc., located at 499 North Broad Street, in Bremen, Fairfield County, Ohio, and further described in Exhibit 1 of the attached Covenant Not to Sue.



Tonya R. Jackson
Records Management Officer
Ohio EPA Legal Office

Sworn to and subscribed before me, a Notary Public in and for the State of Ohio, this 22 day of March, 2005.



Notary Public
State of Ohio
Permanent Commission
No expiration, R.C. 147.03

This instrument prepared by:
Marty Cooper, Attorney
Ohio EPA Legal Office
P.O. Box 1049
Columbus, Ohio 43216-1049

MARCUS J. GLASGOW
NOTARY PUBLIC, STATE OF OHIO
LIFETIME COMMISSION

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

OHIO E.P.A.

MAR 22 2005

ENTERED DIRECTOR'S JOURNAL

In the matter of:

Superior Fibers, Inc.
499 North Broad Street
Bremen, OH 43107

Covenant Not to Sue

Director's Final Findings
and Orders

Regarding property known as:

Superior Fibers, Inc.
499 North Broad Street
Bremen, OH 43107

Pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, the Director of the Ohio Environmental Protection Agency (the "Director") hereby makes the following Findings and issues the following Orders.

FINDINGS

1. A No Further Action Letter, No. 03NFA161 (the "NFA Letter"), was submitted on February 19, 2003 to the Director under the Voluntary Action Program on behalf of Superior Fibers, Inc. (the "Volunteer"), by Dennis A. Smalley, a certified professional, No. CP197, as defined in ORC 3746.01(E) and OAC 3745-300-01(A)(8) (the "Certified Professional").
2. The NFA Letter describes investigational and remedial activities undertaken at the approximately 32.076 acre property, known as Superior Fibers, Inc., located at 499 North Broad Street, Bremen, Fairfield, County, Ohio (the "Property"). A legal description of the Property is attached hereto as Exhibit 1. A Property location map is attached hereto as Exhibit 2. The NFA Letter includes an Executive Summary, which is attached hereto as Exhibit 3.
3. Based upon the information contained in the NFA Letter, the following investigational and remedial activities were undertaken and completed regarding the Property:
 - a. a Phase I Property Assessment, in accordance with OAC 3745-300-06, to determine whether there is any reason to believe that a release of hazardous

By my hand and the seal of the Director of the Ohio Environmental Protection Agency.

Donna Jackson 3-22-05

- substances or petroleum has or may have occurred on, underlying or is emanating from the Property;
- b. a Phase II Property Assessment, in accordance with OAC 3745-300-07, including but not limited to investigations of identified areas of concern and affected media, to assess environmental conditions related to any release of hazardous substances and petroleum;
 - c. a Property Specific Risk Assessment, in accordance with OAC 3745-300-09 to evaluate the risk to on-site receptors from direct contact with contaminants of concern and the risk of volatilization of VOCs to indoor air;
 - d. the implementation of institutional controls contained in the Declaration of Use Restrictions, recorded on December 3, 2004, in the Fairfield County Recorder's Office, instrument No. 200400035053 (the "Declaration"), which restricts the Property to commercial and industrial uses only, prohibits the extraction of ground water located at or underlying the Property, for any purpose, potable or otherwise, except for the existing non-contact process operations associated with manufacturing at the Property, or as necessary for the investigation or remediation of the ground water, or in conjunction with dewatering during construction activities or the installation or maintenance of subsurface utilities at the Property, and prohibits the development of buildings with basements; and
 - e. an Operation and Maintenance ("O&M") Plan and O&M Agreement for the Property, in accordance with OAC 3745-300-15, providing for long term monitoring of the ground water as well as a contingency plan for remediation that insures compliance with applicable standards, and the sampling, monitoring, reporting, record keeping, financial assurance and other requirements as detailed in the O&M Plan and O&M Agreement.
4. The Certified Professional has verified by affidavit that the investigational and remedial activities undertaken at the Property comply with the applicable standards established in ORC Chapter 3746 and OAC Chapter 3745-300, that the Property is eligible to receive a Covenant Not to Sue under the Voluntary Action Program, and that the voluntary action was conducted in compliance with all applicable federal, state and local laws and regulations.
 5. At the time that analyses were performed, Blackhand Laboratory, Certified Laboratory No. CL0064, and EA Group, Certified Laboratory No. 0015, were certified laboratories as defined in ORC 3746.01(D) and OAC 3745-300-01(A)(7),

- whose services were used in support of the NFA Letter for the Property (the "Certified Laboratories").
6. According to information provided by the Certified Laboratories in affidavits contained in the NFA Letter, the Certified Laboratories performed analyses for which they were certified and qualified, pursuant to ORC Chapter 3746 and OAC Chapter 3745-300, that formed the basis for the issuance of the NFA Letter by the Certified Professional.
 7. The Declaration was recorded on December 3, 2004, in the Fairfield County Recorder's Office, in accordance with ORC 3746.14 and OAC 3745-300-13(E)(13). A copy of the Declaration is attached hereto as Exhibit 4. The Declaration:
 - a. restricts the use of the Property to commercial and industrial land uses only in accordance with OAC 3745-300-08(B)(2)(c)(ii) and 3745-300-08(B)(2)(c)(iii) (effective October 21, 2002); and
 - b. prohibits the extraction of ground water located at or underlying the Property, for any purpose, potable or otherwise, except for the existing non-contact process operations associated with manufacturing at the Property, or as necessary for the investigation or remediation of the ground water, or in conjunction with dewatering during construction activities or the installation or maintenance of subsurface utilities at the Property. The ground water can be used for non-contact processes associated with manufacturing operations at the Property, but only from the three existing process water wells (PW-1, PW-2, and PW-3) located outside the area of existing ground water contamination. The relocation or installation of additional process water wells for any purpose at the Property can only be completed with prior written approval from Ohio EPA.
 - c. prohibits the future development of buildings with basements at the Property.
 8. To provide for implementation of the activities specified in the O&M Plan, Ohio EPA and Superior Fibers, Inc. have entered into an O&M Agreement, which is attached hereto as Exhibit 5 and incorporated by reference as if fully written into these Findings and Orders. The O&M Agreement includes and incorporates by reference an approved O&M Plan.
 9. Based on the information contained in the NFA Letter and the implementation of the O&M Plan and Agreement, and all other conditions set forth in these Findings and Orders, the Property meets the applicable standards contained in ORC Chapter

3746 and OAC Chapter 3745-300 for commercial and industrial land use, including but not limited to:

- a. commercial and industrial land use category direct contact soil standards for hazardous substances, in accordance with Tables III and V of OAC 3745-300-08 for generic numerical standards;
 - b. soil standards based on volatile emissions of VOCs from soil to indoor air, derived through Property-specific risk assessment procedures in accordance with OAC 3745-300-09 for human receptor exposures not related to direct contact with soils;
 - c. ground water standards for human exposures related to potable use of ground water on or underlying the Property. Although the ground water contains chemicals of concern in excess of unrestricted potable use standards, the standards are met through the prohibition against extraction of ground water at or underlying the Property as described by the Declaration;
 - d. ground water standards based on volatile emissions of VOCs from ground water to indoor air, derived through Property-specific risk assessment procedures in accordance with OAC 3745-300-09(D) for human receptor exposures not related to potable use of ground water;
 - e. surface water standards, determined in accordance with OAC 3745-300-08(E), at the Property;
 - f. sediment standards for human receptor exposures, determined in accordance with OAC 3745-300-09(F)(2)(a), at the Property;
 - g. sediment standards for exposures to ecological receptors, determined in accordance with OAC 3745-300-09(F)(2)(b), at the Property;
10. Based on the NFA Letter and subject to all conditions set forth in these Findings and Orders, a covenant not to sue may be issued for the Property in accordance with ORC 3746.12(A), and upon implementation of the O&M Plan in accordance with the O&M Agreement, the voluntary action for the Property is protective of public health and safety and the environment.

ORDERS

Covenant

1. Upon the issuance of these Findings and Orders, and subject to the conditions set forth herein, including but not limited to the terms and conditions of the O&M Agreement, Ohio EPA hereby covenants not to sue and releases Superior Fibers, Inc., and its agents, employees, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities at the Property for the releases of hazardous substances or petroleum identified in the Phase I Property Assessment and addressed in the Phase II Property Assessment conducted in compliance with ORC Chapter 3746 and OAC Chapter 3745-300.

Conditions and Limitations

2. The Covenant provided in Order No. 1 shall only apply to the approximately 32.076 acre Property described in these Findings and Orders, the NFA Letter and the Exhibits attached hereto, upon which the investigational and remedial activities specified in the NFA Letter were conducted.
3. Pursuant to ORC 3746.12(B), the Covenant shall remain in effect for as long as the Property continues to comply with the applicable standards upon which the Covenant is based, as referenced in these Findings and Orders, including but not limited to the O&M Agreement.
4. Pursuant to ORC 3746.05, any use of the Property that does not comply with the institutional controls identified herein (i.e., the use restrictions contained in the Declaration), voids the Covenant on and after the date of the commencement of the noncomplying use.
5. Pursuant to ORC 3746.21 and 3746.171, authorized representatives of the Director shall be granted access to the Property for inspection or investigation purposes, including but not limited to determining whether the Property is being used in compliance with the use restrictions contained in the Declaration.
6. The Covenant shall not apply to releases of hazardous substances or petroleum:
 - a. that occur after the issuance of the NFA Letter to the Volunteer;

- b. on or emanating from the Property, that are not identified in the Phase I Property Assessment or not addressed in the Phase II Property Assessment of the NFA Letter; or
 - c. for which investigational or remedial activities were conducted that were not in compliance with ORC Chapter 3746 or OAC Chapter 3745-300.
7. The Covenant shall not apply:
- a. to claims for natural resource damages the State may have pursuant to Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9607 and 9613, as amended;
 - b. to claims the State may have pursuant to Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for costs other than those for damages to natural resources, provided that the State incurs those other costs as a result of an action by the United States Environmental Protection Agency; or
 - c. as otherwise specifically provided in ORC Chapter 3746.
8. Nothing in ORC Chapter 3746 limits the authority of the Director to act under ORC 3734.13 and 3734.20 to 3734.23, or to request that a civil action be brought pursuant to the ORC or common law of the State to recover the costs incurred by Ohio EPA for investigating or remediating a release or threatened release of hazardous substances or petroleum at or from the Property, when the Director determines that the release or threatened release poses an imminent and substantial threat to public health or safety or the environment.
9. Nothing in the Covenant shall be construed to limit or waive the Director's authority to revoke the Covenant in response to any of the circumstances for revocation of a covenant, as provided in ORC Chapter 3746 and OAC Chapter 3745-300. Pursuant to ORC 3746.12(A)(2)(C), the Covenant shall be revoked if the engineering controls are violated or are no longer in place and the Volunteer or subsequent property owner has not reinstated the controls within a reasonable period of time as determined by the Director in accordance with the Covenant.

Recordation in Deed Records

10. Pursuant to ORC 3746.14(A), a copy of these Findings and Orders, including Exhibits 1 (Legal Description), 2 (Property Location Map), 3 (Executive Summary) and 5 (O&M Agreement), shall be recorded in the Fairfield County Recorder's Office, in the same manner as a deed to the Property, within sixty (60) days after the issuance of these Findings and Orders.

Transfer

11. Pursuant to ORC 3746.14 and OAC 3745-300-13(K), the NFA Letter, the Covenant Not to Sue/Findings and Orders and the O&M Agreement may be transferred to any person by assignment or in conjunction with the acquisition of title to the Property.

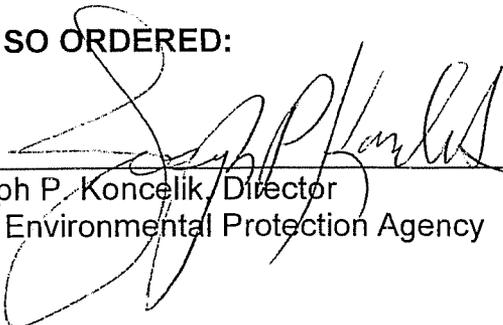
Notice of Use Restrictions upon Property Conveyance

12. In each instrument the Volunteer uses to convey the Property or any portion of the Property, the Volunteer shall include a notice of the Declaration on the Property in accordance with the provisions of paragraph 7 of the Declaration attached hereto as Exhibit 4. The Volunteer shall submit to the Director a copy of each instrument containing the notice of the Declaration whenever such conveyance occurs.

Notice of Transfer or Assignment of Covenant or Property

13. Pursuant to ORC 3746.12(A)(2)(b), the transferor of the Covenant Not to Sue/Findings and Orders, or obligations under the O&M Agreement and O&M Plan, or the Property or any portion of the Property, shall give written notice to the Director of any such transfer or assignment whenever such transfer or assignment occurs.

IT IS SO ORDERED:



Joseph P. Koncelik, Director
Ohio Environmental Protection Agency

MAR 22 2005
Date

Do Not Date
Program until date.

Superior Fibers, Inc.
NFA Number 03NFA161
Director's Final Findings and Orders / Covenant Not to Sue

Exhibit 1

Legal Description

LEGAL DESCRIPTION

EXHIBIT A

I. And being a part of the Northeast Quarter of Section 16, Township 16, Range 17, beginning at a stone at the Northeast corner of Section 16; thence South 1903.45 feet to a point in State Route No. 664; thence North 89° West 526.11 feet (passing an iron pin at 30 feet) to an iron pin on the East boundary of T. & O. C. Railroad right of way; thence North 2° 44' West 1898.96 feet on East boundary of T. & O. C. Railroad right of way to an iron pin on the Section line; thence South 89° 47' East 616.68 feet on the Section line to the place of beginning containing 24.916 acres, more or less and subject to all legal road right of ways.

Grantor claims title by deed of conveyance recorded in Deed Book 327, page 411, Recorder's Office, Fairfield County, Ohio.

II. Being in the Southeast corner of Section 9, Township 16, Range 17 and bounded as follows: Bounded on the North by State Route 37, on the East by the section line which is the boundary of Sections 9 and 10 lying on the property line of State Route 664. Bounded on the South by the section line which is the boundary between Sections 9 and 16 lying on the property line formally known as County Road No. 47. Bounded on the West by the East boundary of the right of way of the New York Central Railroad. Beginning at a spike nail on the Southwest corner 'A' at the intersection of the Eastern boundary of the railroad right of way and the section line common to Sections 9 and 16. Thence with the said right of way N. 3° 51' E. (magnetic bearing, true bearing N. 2° 36' E.) for a distance of 411 feet to corner 'C', thence with the property line of State Route 37 bearing N. 81° 20' 30" E. a distance of 662 feet to corner 'D' which is the intersection of the property line of State Route 37 with that of State Route 664 the latter lying on the section line common to Sections 9 and 10. Thence S. 5° 23' 48" W. with the property line of State Route 664 and the section line common to Sections 9 and 10 a distance of 587 feet to corner 'G' the intersection of the property lines of State Route 664 and formerly known as County Road 47 being also the intersection of the section lines common to Sections 9 and 10 and common to Sections 9 and 16 respectively. Thence with the property line of formerly known as County Road 47 which is on the section line common to Sections 9 and 16 bearing N. 83° 36' 10" W. a distance of 616 feet to the beginning corner 'A', containing 7.16 acres, more or less.

Grantor claims title by deed of conveyance recorded in Deed Book 379, page 588, Recorder's Office, Fairfield County, Ohio.

DESCRIPTION APPROVED FOR TRANSFER
 FAIRFIELD CO. RECORDER OF DEEDS
 BY J.K. DATE 5/11/84

Kang

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, REICHHOLD CHEMICALS, INC., a Delaware corporation, the Grantor, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration received to Grantor's full satisfaction from SUPERIOR GLASS FIBERS, INC., an Ohio corporation, the Grantee, whose tax mailing address will be 499 North Broad Street, P.O. Box 89, Bremen, Ohio 43107, does hereby give, grant, bargain, sell and convey unto the Grantee, and its successors and assigns, the premises situated in the Township of Rushcreek, County of Fairfield and State of Ohio further described on Exhibit A attached hereto and made a part hereof (the "Premises").

TO HAVE AND TO HOLD unto the Grantee, and its successors and assigns, with the appurtenances thereof, forever. And the Grantor, for itself and its successors and assigns, hereby covenants with the Grantee, and its successors and assigns, that at and until the delivery of these presents, Grantor is well seized of the Premises as a good and indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all liens and encumbrances except (1) real estate taxes and assessments, general and special, not yet due and payable, (2) all

legal road right of ways, , (3) zoning ordinances, (4) subject to the same conditions and restrictions contained in former instruments concerning said premises, and subject to easements, leases and rights of way of record, and (5) such matters, if any, as are disclosed in the survey by Tobin-McFarland and Associates dated March 16, 1984, and that it will warrant and defend the Premises unto the Grantee, and its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, REICHOLD CHEMICALS, INC., through the undersigned who were duly authorized, has signed this deed this 9th day of MAY, 1984.

Signed and acknowledged in the presence of:

REICHOLD CHEMICALS, INC.

Charles A. Loulli

By Colvin B. Seung

Chrylles Roman
Witnesses as to Reichhold Chemicals, Inc.

and By Paul C. Dixon

TRANSFERRED

REAL ESTATE CONVEYANCE
Fee \$ 1,200⁰⁰
Exempt ff

MAY 11 1984

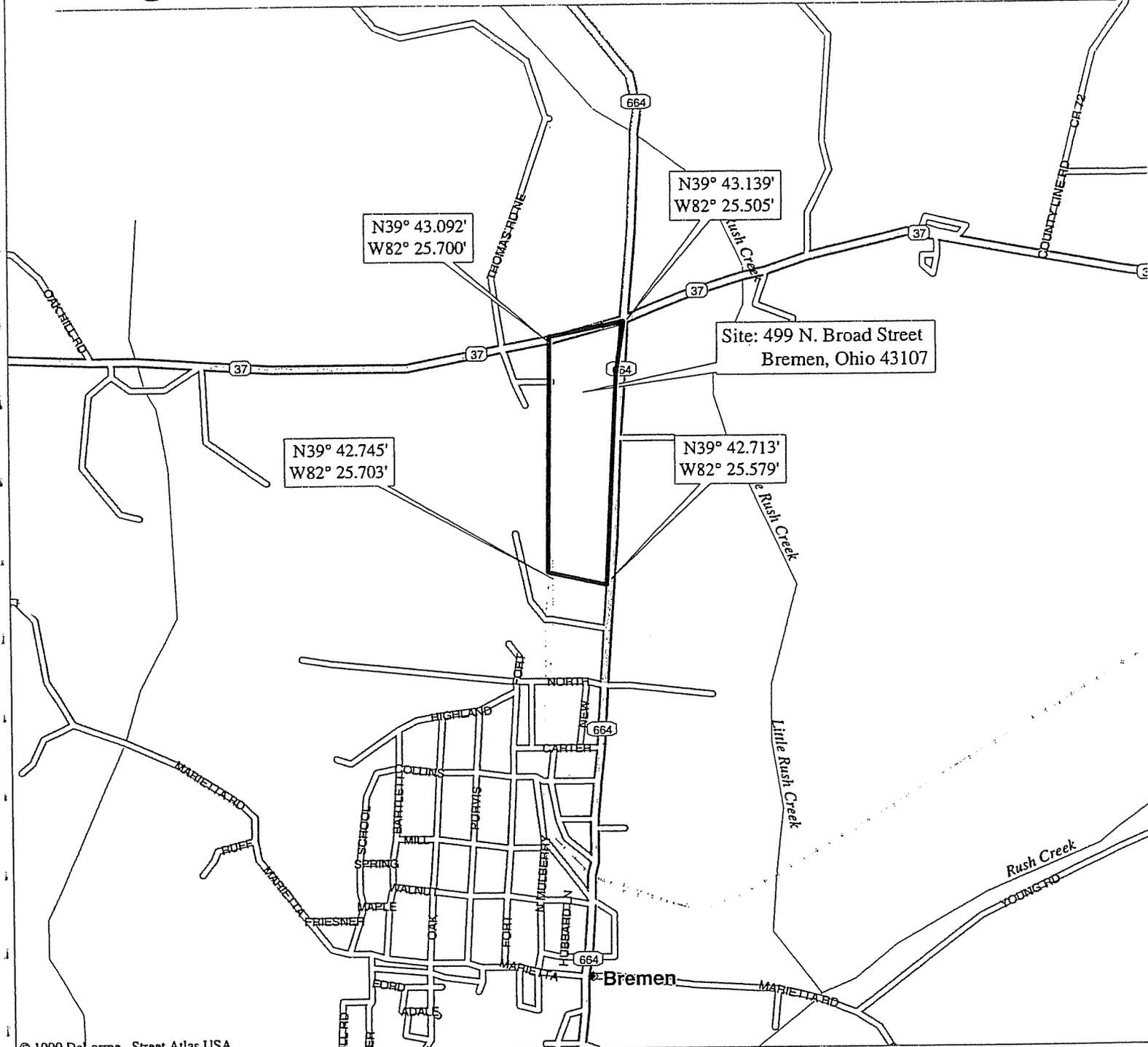
James P. Reid
County Auditor, Fairfield County, Ohio

James P. Reid
Auditor, Fairfield County, Ohio

Superior Fibers, Inc.
NFA Number 03NFA161
Director's Final Findings and Orders / Covenant Not to Sue

Exhibit 2 Property Location Map

Figure 1. Site Map: Superior Fibers, Inc.



© 1999 DeLorme. Street Atlas USA

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Wed Feb 16 11:12 2005

Scale 1:15,625 (at center)

1000 Feet

30 Meters

- Local Road
- State Route
- Railroad
- ◆ Small Town
- River/Canal
- Intermittent River

Superior Fibers, Inc.
NFA Number 03NFA161
Director's Final Findings and Orders / Covenant Not to Sue

Exhibit 3 Executive Summary

Smalley & Associates, Inc.

Environmental Consultants



Revised Executive Summary (February 2005)

NFA Property Name and Address:

**SUPERIOR FIBERS, INC.
499 NORTH BROAD STREET
BREMEN, OHIO 43107**

Volunteer Name and Address:

**SUPERIOR FIBERS, INC.
499 NORTH BROAD STREET
BREMEN, OHIO 43107**

Prepared by:

**Dennis A. Smalley CP# 197
Smalley & Associates, Inc.
5705 Lithopolis Road
Lancaster, Ohio 43130
ph. 740-654-0112**

EXECUTIVE SUMMARY - SUPERIOR FIBERS, INC., NFA Property

1.0 Introduction

Dennis A. Smalley of Smalley & Associates, Inc. (SAI), CP #197 (hereinafter "CP Smalley") was commissioned by Superior Fibers, Inc., to perform Phase I and Phase II property assessments consistent with Ohio EPA's Voluntary Action Program (VAP) rules established under Ohio Administrative Code (OAC) 3745-300-01 through 3745-300-15. The purpose of the Executive Summary is to summarize the findings of the voluntary action, to meet the requirements of OAC 3745-300-13(H) by using the format provided by Ohio EPA for submitting the No Further Action (NFA) Letter, and to meet the requirements of OAC 3745-300-13(J), including recording a summary of the NFA Letter in the county recorder's office.

The NFA Letter has been issued for a 32.076 acre parcel of land located at 499 N. Broad Street, in Bremen, Fairfield County, Ohio and is hereinafter referred to as the "NFA Property." The NFA Property is owned by Superior Fibers, Inc. The legal description of the 32.076 acre NFA Property is contained in Appendix A-2 of the Phase 1 report, and in Appendix 10 of the February 2005 NFA Addendum. The date of issuance of the NFA Letter is January 23, 2003.

The NFA Letter including the July 2004 and February 2005 Addenda has been submitted to Ohio EPA pursuant to Ohio Revised Code Chapter 3746, and OAC 3745-300-13(J). A complete copy of the NFA Letter is on file and will be available from Ohio EPA, Division of Emergency and Remedial Response, VAP, in accordance with the filing requirements of OAC 3745-300-13.

The revised Executive Summary is included as part of the February 2005 Addendum to the NFA Letter and supercedes all previously submitted Executive Summaries. A summary description of the Phase I Assessment, Phase II Assessment, the Risk Assessment and the final O&M Plan are included within this February 2005 Executive Summary. Additionally, the acreage of the NFA Property has been corrected to reflect that of the legal description and survey of the NFA Property (see Appendix 10 of the February 2005 NFA Addendum and Section 1-9, Figure 2 of the November 2002 Phase I Property Assessment, respectively). The supporting investigations and assessments are presented within the NFA Letter which incorporates the July 2004 and February 2005 Addenda.

2.0 Summary of No Further Action Letter

CP Smalley issued the NFA Letter based upon investigation evidenced by a Phase I and Phase II Property Assessment. The NFA Letter includes an O&M Plan to assure continuing compliance with applicable standards for the NFA Property. Documents

used to support the NFA Letter including all NFA Addenda are:

- Phase I Property Assessment report dated November 2002;
- Phase II Property Assessment report dated November 2002;
- Property Specific Risk Assessment, and
- Final O&M Plan and O&M Agreement obligations dated February 2005.

The NFA Property is currently used for manufacturing, and that is the anticipated use for the NFA Property.

A concise summary of the Phase I and Phase II property assessments are provided below. The details and supporting data of the Phase I Property Assessment, Phase II Property Assessment and the O&M Plan, including the O&M Agreement, are contained within the NFA Letter.

2.1 Phase I Property Assessment

The purpose of the Phase I Property Assessment was to identify the history of the NFA Property, the chemicals of concern (COCs) associated with the historical and current use of the NFA Property, and the Identified Areas on and off the NFA Property where impacts or releases to the NFA Property by the COCs potentially occurred or were likely to be present.

The Phase 1 Property Assessment activities were performed, and the NFA Property was inspected by CP Smalley between June and December of 2002.

The NFA Property is located North of Bremen, Ohio at the southwest corner of the intersection of State Route 664 and State Route 37. A property location map is included in Section 1-8 of the Phase I Property Assessment Report depicting the NFA Property coordinates.

The facility name: Superior Fibers, Inc.
Owned by: Superior Fibers, Inc.
The address: 499 N. Broad Street, Bremen, Ohio 43107
Volunteer: Superior Fibers, Inc., Phone: (740) 569-4175,
Fax: (740) 569-4632

The NFA Property is identified by the Fairfield County Auditor's office as parcel number 035-01287-00 and by the Fairfield County Recorder under Deed# 523/621(32.076 acre NFA Property). The taxing district is Fairfield County, Village of Bremen, Ohio. The

NFA Property survey map showing the NFA Property layout and structures is included as Figure 2 in Section 1-9 of the Phase I Property Assessment.

The NFA Property is situated in a historically farmland area. Currently, the NFA Property is occupied by Superior Fibers, Inc., a fiber glass manufacturing plant. A portion of the vacant NFA Property has been used for agriculture. Superior Fibers, Inc., has occupied the NFA Property since the mid 1980's. The previous owner was Reichold Chemicals, Inc. According to City Directory listings and an interview with Mr. William Miller, President of Superior Fibers, Reichold Chemicals previously used the NFA Property for fiberglass production. The NFA Property was farmland until 1952 when it was developed by Nicolette Industries. Reichold Chemicals purchased the NFA Property in 1964.

The Phase I Assessment included a determination of eligibility consistent with OAC 3745-300-02 (see Sections 3.2, 3.3, and 3.4 of the Phase I Property Assessment) for entry into the Ohio VAP, a review of historic and current uses of the NFA Property and surrounding properties, an environmental history review, a review of the history of hazardous substances or petroleum releases, a property inspection and identification of "Identified Areas" as defined in OAC 3745-300-06(F).

The Identified Areas discovered at the NFA Property during the Phase I Property Assessment were as follows:

- The West Side of Plant# 1
- Settling Tanks and Lagoon Area
- Outside Southside of Plant# 1 Building
- Plant #2 Storage and Loading
- NFA Property Wide Groundwater

Based on the findings of the Phase I Property Assessment, a Phase II Property Assessment was required before the NFA Letter for this NFA Property could be issued by a Certified Professional (i.e., CP Smalley).

2.2 Phase II Property Assessment

A Phase II Property Assessment was conducted from June through December, 2002. Ground water sampling was completed during this period. Additional ground water sampling was conducted in March and May of 2004. The purpose of the Phase II Assessment was to determine if soil and/or ground water beneath the NFA Property was impacted.

The Phase II Assessment included sampling and analysis of soil and ground water at the NFA Property, a pathway completeness determination, determination of applicable standards, and an assessment of the risks from direct contact to the soils at the NFA Property, construction worker exposure, soil to indoor air, and ground water to indoor air. The complete Phase II Assessment Report is contained in the NFA Letter on file with the Ohio EPA. A summary of the Phase II findings is provided below.

2.2.1 Soil Investigation and Findings

Soil was investigated by the placement of soil bores. A total of 12 chemicals of concern (COCs), listed below in Table 2.2.1, were detected at the NFA Property below the commercial single chemical generic direct contact standards. The presence of these COCs were attributed to the past use of TCE and other solvents at the NFA Property for cleaning. The maximum values used to determine compliance with applicable standards are reproduced in the following soil analytical results table with a listing of the soil bore location and depth that the resultant sample was extracted from:

Table 2.2.1 Comparison of NFA Property Maximum Soil Concentration to the Applicable Standards

COC	*GDCSS (mg/kg)	Maximum NFA Property Conc. (mg/kg)	Soil Bore Location and Depth on NFA Property
Trichloroethene	380	0.49	MW-25:10-12 ft.
1,1-dichloroethene	7.5	0.04	MW-25:10-12 ft.
cis-1,2-dichloroethene	1200	8.7	MW-25:10-12 ft
trans-1,2-dichloroethene	2500	0.14	MW-23:10-12 ft
Vinyl Chloride	25	0.88	MW-25:10-12 ft
Acetone	100,000	0.45	SB-2:0-2 ft
2-butanone	71,600	0.057	SB-2:0-2 ft
1,2,4-trimethylbenzene	210	0.025	MW-28:10-12 ft
Benzene	100	0.007	MW-25:10-12 ft
Toluene	520	0.12	MW-28:10-12 ft
Ethylbenzene	230	0.023	MW-28:10-12 ft
Xylenes (total)	160	0.12	MW-28:10-12 ft

*Generic Direct-Contact Soil Standards for a Single Chemical - Commercial and Industrial Land Use Categories

2.2.2 Ground Water Investigation and Findings

A sand and gravel aquifer was discovered beneath the NFA Property at depths beginning vertically from 17 to 24 feet below surface grade. The unsaturated zone was found to be comprised primarily of silty sandy clay to an average depth of approximately 17.6 feet. A total of 32 monitoring wells were advanced into this aquifer with 21 screened from approximately 20 to 25 feet and 11 screened from approximately 30 to 45 feet with 5 foot screened intervals in each well. Additionally, 3 process water wells (PW-1, PW-2 and PW-3) exist on the NFA Property and an early warning series of wells is proposed as part of the O&M Plan that collectively will be available for long term monitoring. The Village of Bremen well is developed and screened at 37 feet below grade in the sand and gravel aquifer. This well is located 1280 feet south from the southern property line of the NFA Property. The NFA Property is included in an Ohio EPA Source Water Protection (SWAP) Area. The ground water in the uppermost saturated zone is classified as Critical Resource per OAC 3745-300-10. A sand and gravel aquifer overlies a sandstone aquifer beneath the property. The sand and gravel aquifer extends vertically to a depth of approximately 61 to 81 feet below grade.

Ground water samples were collected in the manner prescribed by Ohio VAP and analyzed for relevant COCs. Ground water was found to be impacted above the Unrestricted Potable Use Standards (UPUS) by TCE and its breakdown products. Ground water was collected on the following dates at the NFA Property: 6/10/2002, 7/25/2002, 8/29/2002, 10/23/2002, 11/21/2002, 11/27/2002, 12/16/2002, 3/15/2004 and 5/7/2004. Ground water Analytical results are listed on Tables 1 and 2 in Appendix 12 of the February 2005 NFA Addendum. Ground water in the uppermost saturated zone exceeded the UPUS for the five COCs discovered in the ground water at the NFA Property. The following table lists the COCs discovered in the groundwater with their maximum concentration and date of the occurrence of the maximum concentration:

Table 2.2.2 Comparison of NFA Property Maximum Ground Water Concentration to the UPUS

COC	UPUS (ug/L)	NFA Property Maximum Ground Water Concentration (ug/L)	NFA Property Monitoring Well Location*	Ground Water Sample Date
Trichloroethene	5	4400	MW-11	5/7/2004
1,1-dichloroethene	7	14	MW-11	3/15/2004
cis-1,2-dichloroethene	70	4000	MW-25	11/21/2002
trans-1,2-dichloroethene	100	170	MW-25	11/21/2002
Vinyl Chloride	2	690	MW-11	11/27/2002

2.2.3 Surface Water and Sediments Investigation and Findings

There is a small stream that flows west to east along the north boundary line of the NFA Property. On November 27, 2002 the stream sediment was sampled at the NPDES outfall to the stream and at the boundary line in the northeast corner where the stream flow exits the property. Samples were collected with a manual barrel trap auger. Analytical results indicated the presence of benzene (6 ppb) and cis-1,2-Dichloroethene (5 ppb). The results meet U.S. EPA's Ecological Data Quality Levels in accordance with OAC 3745-300-09(F)(2)(b)(ii). Stream water was sampled with a disposable trap sampler on February 6, 2002. Analytical results were below the detectable limit of the laboratory instrumentation and VAPs UPUS.

2.2.4 Exposure Pathway Assessment

Pathways evaluated by the Phase II Property Assessment for the NFA Property were:

Soils

- Direct contact soils by workers and visitors on the NFA Property within the 0-2 foot zone of compliance;
- Direct contact soils by construction workers on the NFA Property; and
- Soil to indoor air inhalation of vapors released from soils containing volatile COCs that accumulate in indoor spaces impacting NFA Property workers and visitors.

Ground Water

- Ground water potable and non-potable use by on and off property human receptors;
- Ground water to indoor air inhalation of vapors released from ground water containing volatile COCs that accumulate in indoor spaces impacting NFA Property workers and visitors.

The following pathways were eliminated:

- Sediment pathway;
- Off-property soil pathways - no off-property migration of COCs in soil is anticipated from the NFA Property;
- Soil ecological pathway - no significant ecological resources exist on the NFA Property or contiguous properties that are anticipated to be impacted from COC migration from the affected soil on the NFA Property;
- Ground water to surface water on-property and off-property - there are no surface water bodies within 1000 feet down gradient of the NFA Property. Ground water gradient is to the south-southeast at the NFA Property; and

- Potable and non-potable use of surface water on-property and off-property-there is a small stream that transverses the property along the north property line. It flows from the west to the east. There are no surface water intakes associated with this small stream system.

Pathway refinements are discussed in Appendix J of the July 2004 NFA Addendum (Total Cumulative risk from groundwater to indoor air and direct contact) and in the November 2002 Phase II Property Assessment (Section 12.0).

2.3 Determination of Applicable Standards

Applicable standards for the direct contact of soils are found in OAC Rule 3745-300-08, the Generic Direct Contact Soil Standards for carcinogenic and non-carcinogenic COCs for Commercial and Industrial Land Use. A review of chemical concentrations detected in the soil at the NFA Property indicated that the concentrations met generic direct contact standards for commercial/industrial land use cumulatively adjusted for presence of multiple chemicals, as found in OAC 3745-300-08. Applicable standards for indoor air pathways from soil and ground water for the NFA Property were derived using the Johnson & Ettinger (V4, April 2003) vapor intrusion model.

Pathway refinements are discussed in Appendix J of the July 2004 NFA Addendum (Total Cumulative risk from groundwater to indoor air and direct contact) and in the November 2002 Phase II Property Assessment (Section 12.0).

2.4 Determination of Compliance with Applicable Standards

An O&M Plan was prepared for the NFA Property by SAI to provide for long term ground water monitoring as well as a Contingency Plan For Remediation (CPFR) that insures compliance with applicable standards. The O&M Plan provides a schedule for monitoring the process water wells, monitoring wells and early warning wells advanced at the NFA Property. Declaration of Use Restrictions were placed on the NFA Property restricting it to commercial and/or industrial uses only and restricting use of the ground water to specific non-potable uses. The recorded copy of the Declaration of Use Restrictions (filed with the Fairfield County, Ohio recorder's office) is attached to the February 2005 NFA Addendum (see Appendix 10).

Compliance with applicable standards for the NFA Property is demonstrated by submission of appropriate ground water monitoring data and the full implementation of the O&M Plan with its associated CPFR and an O&M Agreement (see Appendix 16 of the February 2005 NFA Addendum).

2.4.1 Data Analysis

Soil analytical results were below residential and commercial single chemical generic direct contact standards. Multiple chemical adjustments resulted in direct contact compliance with commercial land use only. Ground water analytical results indicate TCE and its associated breakdown products are above the UPUS. The comparison of COCs for soil direct contact and the ground water UPUS are presented in Tables 2.2.1 and 2.2.2 of Sections 2.2.1 and 2.2.2, respectively, of this revised Executive Summary.

Using 2004 data for soil to indoor air and groundwater to indoor air pathways, the Johnson & Ettinger (J&E) model demonstrates that soil and ground water at the NFA Property currently meets the applicable standards for vapor intrusion to indoor air. Refinements to the original investigation presented in Section 13 of the Phase II Property Assessment are included in Appendix 15 of the February 2005 NFA Addendum.

2.4.2 Determination of Whether Remedial Activities Are Required

As stated previously in Section 2.4, the NFA Property relies on recorded use restrictions to demonstrate compliance with applicable standards. In addition, the O&M Plan provides for long term ground water monitoring as well as the CPFR to prevent exceedence of applicable standards at the NFA Property boundary.

2.5 Remedial Activities

A Declaration of Use Restrictions was recorded at the Fairfield County, Ohio recorders office on December 3, 2004 for the Property. A copy of the Declaration of Use Restrictions is enclosed in Appendix 10 of the February 2005 NFA Addendum. The final Revised O&M Plan dated February 2005 is included in Appendix 16 of the February 2005 Addendum. The O&M Agreement dated February 2005 is enclosed under a separate cover letter for the NFA Property.

2.6 Planned Remedies

The O&M Plan provides for long term monitoring of the ground water. Early warning monitoring wells have been established near the property line. The CPFR, utilizing injection points for aerobic bacteria, will be triggered by detections in the early warning wells of COC concentrations above the method detection limits (MDLs). The long term monitoring will continue until ground water at the property meets UPUS. Termination of the O&M Plan and Agreement requires approval by Ohio EPA.

3.0 Conclusion

The Property meets applicable standards through reliance on Declaration of Use Restrictions. Pursuant to an O&M Plan, a long term ground water sampling plan with a contingency plan for remediation is being implemented. Ground water COC concentrations will be modeled for the risks and hazards associated with the volatilization to indoor air pathway for occupied structures on the Property utilizing the most current version of the J&E model. The modeling will be conducted after each ground water sampling event. The incremental risk and hazard will be calculated for each COC and summed for the indoor air pathway. The volatilization to indoor air pathway will be summed with the risks associated with the soil direct contact pathway to demonstrate on-going compliance with the applicable standards.

Applicable points of compliance are ground water at the NFA Property line (as indicated by the early warning wells), construction worker and site worker direct contact exposure for soil, and soil and ground water to indoor air. In accordance with OAC Rule 3745-300-10, the Critical Resource ground water at the NFA Property required ground water use restrictions as a response requirement.

The point of compliance for soil is 0-2 feet below surface grade for the commercial and industrial receptors, and the reasonably anticipated depths of for construction and excavation short term exposures.

The remedies associated with the voluntary action are protective of public health and the environment.

The foregoing is a summary of the January 2003 NFA Letter including Addenda submitted for Superior Fibers, Inc., by Dennis A. Smalley of Smalley & Associates, Inc., as Certified Professional (CP#197).

Mr. Smalley is the contact at Smalley & Associates, Inc. regarding questions of this NFA Letter. Mr. Smalley can be contacted at 740-654-0112.

A complete copy of the NFA Letter is on file with the Ohio EPA, Division of Emergency and Remedial Response, Voluntary Action Program. The NFA Letter will be made available by the Agency upon request. The number for the Ohio EPA, Division of Emergency and Remedial Response, Voluntary Action Program is 614-644-2924.

Superior Fibers, Inc.
NFA Number 03NFA161
Director's Final Findings and Orders / Covenant Not to Sue

Exhibit 4
Declaration of Use Restrictions

Declaration of Use Restrictions

This Declaration of Use Restrictions is made by **Superior Fibers, Inc.**

WHEREAS, Superior Fibers, Inc. (the "Declarant") is the owner of a tract of real property consisting of approximately 32.076 acres located at 499 North Broad Street, in Bremen, Fairfield County, Ohio (the "Property"), and such real property is more particularly described in Exhibit A attached and incorporated by reference into this Declaration of Use Restrictions

WHEREAS, Superior Fibers, Inc. has and will develop, lease, or sell all or portions of the Property; and

WHEREAS, Superior Fibers, Inc. is about to develop, lease, or convey certain portions of the Property, but, before developing, leasing, or selling all or part of the Property, Declarant desires to subject the Property to and impose upon the Property, certain use restrictions, as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing statements, Superior Fibers, Inc., for itself, and its successors and assigns in ownership of the Property, hereby declares that the Property is and shall hereafter be owned, used, held, transferred, sold, conveyed, encumbered, leased, improved and occupied subject to the use restrictions hereinafter set forth in this Declaration of Use Restrictions.

1. **Land Use Restrictions.** As a portion of the remedy under the Ohio Environmental Protection Agency ("Ohio EPA") Voluntary Action Program ("VAP"), to protect against exposure to hazardous substances and/or petroleum on the Property, the Property shall be made subject to the following restrictions and covenant (collectively, the "Restrictions"): the Property shall be restricted to commercial and/or industrial uses only, as specifically set forth in Ohio Administrative Code ("OAC") 3745-300-08(B)(2)(c)(ii) and 3745-300-08(B)(2)(c)(iii), (effective October 21,2002).

2. **Ground Water Use Restrictions.** As a portion of the remedy under the Ohio EPA VAP to protect against exposure to hazardous substances and/or petroleum in the ground water below the property, the extraction or use of the ground water at the Property for any use, potable or non-potable, is prohibited except for the existing non-contact process operations associated with manufacturing at the Property, or as necessary for the investigation or remediation of the ground water, or in conjunction with dewatering during construction activities or the installation or maintenance of subsurface utilities at the Property. The ground water can be used for non-contact processes associated with manufacturing operations at the Property, but only from the three existing process water wells (PW-1, PW-2 and PW-3) located outside the area of ground water contamination. The relocation or installation of additional process water wells for any purpose at the Property can only be completed with prior written approval from Ohio EPA.

TRANSFER
NOT NECESSARY

DEC 03 2004

AW

Barbara Curtiss
County Auditor, Fairfield County, Ohio

200400035053
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
12-03-2004 At 01:51 pm.
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OR Book 1368 Page 2503 - 2508

17-16-1649

3. **Prohibition of Basements.** The Property is further restricted from the future development of buildings with basements. The risk analysis performed to determine compliance with applicable standards at the Property is based on the use of slab construction on grade and footers and with no subsurface basements.

Use Restrictions to be Binding and Run With The Land. This Declaration of Use Restrictions shall run with the land and shall be binding upon all current owners of the Property, and all successors and assigns, of the Property, or any portion of the Property, including any leasehold interests on the Property or any portions of the Property. This Declaration of Use Restrictions shall continue in perpetuity unless terminated or modified in accordance with the Termination and Modification Paragraph of this Declaration of Use Restrictions.

4. **Enforcement.** Compliance with this Declaration of Use Restrictions may be enforced by a legal or equitable action brought in a court of competent jurisdiction by one or more of the following parties: (i) any party referenced in Paragraph One (1) and Two (2) of this Declaration of Use Restrictions, (ii) Ohio EPA or its representatives, or (iii) any party with legal standing under applicable law. Any delay or failure on the part of any such party to take any action to enforce compliance with this Declaration of Use Restrictions shall not bar any subsequent enforcement with respect to the noncompliance in question, and shall not be deemed a waiver of the right of any party to take action to enforce any noncompliance.
5. **Non-complying Use.** Pursuant to Ohio Revised Code ("ORC") 3746.05, if the Property or any portion of the Property is put to a use that does not comply with this Declaration of Use Restrictions, any Covenant Not to Sue issued for the Property by Ohio EPA under ORC 3746.12 is void on and after the date of the commencement of the non-complying use.
6. **Recording.** This Declaration of Use Restrictions shall be recorded in the same manner as a deed in the Office of the Recorder of Fairfield County, pursuant to ORC 3746.10(C) and 317.08(A), and shall be deemed incorporated by reference in any instrument hereafter conveying any interests in the Property or any portion of the Property.
7. **Notice of Use Restrictions Upon Conveyance.** Any instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Declaration of Use Restrictions and providing the recording location of the Declaration of Use Restrictions upon such conveyance substantially in the following form: "The real property described herein is subject to the 'Declaration of Use Restrictions' made by Superior Fibers, Inc., dated 12-3, 2004, and filed for record with the Office of the Recorder of Fairfield County, Ohio on 12-3, 2004 in the Fairfield County Deed Records, Volume 1368, Page 2503-2508, as if the same were fully set forth herein."

- 8. **Termination and Modification.** This Declaration of Use Restrictions shall not be modified or terminated without the prior written consent of the Director of the Ohio EPA and the written acknowledgment of the Director of the Ohio EPA that the termination or modification of this Declaration of Use Restrictions will not result in the revocation of any Covenant Not to Sue.

- 9. **Miscellaneous.** If any one or more provisions of this Declaration of Use Restrictions are found unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This Declaration of Use Restrictions shall be governed by and interpreted in accordance with the laws of the State of Ohio, including ORC Chapter 3746 and OAC Chapter 3745-300. All headings used herein are for convenience and shall not be used to interpret or qualify the terms of this Declaration of Use Restrictions.

Superior Fibers, Inc., has executed this Declaration of Use Restrictions, by its duly authorized representative, William Miller on December 1, 2004.

Signed and Acknowledged
in the presence of:

Shenna Bush

Shenna Bush
Print Name

Dennis Smalley

Dennis Smalley
Print Name

State of Ohio
County of Fairfield

Superior Fibers, Inc.

By: William R. Miller

William R. Miller
Print Name

Title: CEO

The foregoing instrument was acknowledged before me on Dec 1, 2004, by William Miller, for and on behalf of the said corporation.



JENNIFER E. THOMPSON
Notary Public
In and for the State of Ohio
My Commission Expires
July 23, 2006

Jennifer E. Thompson
NOTARY PUBLIC

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LEGAL DESCRIPTION

EXHIBIT A

I. And being a part of the Northeast Quarter of Section 16, Township 16, Range 17, beginning at a stone at the Northeast corner of Section 16; thence South 1903.45 feet to a point in State Route No. 664; thence North 89° West 526.11 feet (passing an iron pin at 30 feet) to an iron pin on the East boundary of T. & O. C. Railroad right of way; thence North 2° 44' West 1898.96 feet on East boundary of T. & O. C. Railroad right of way to an iron pin on North Section line; thence South 89° 47' East 616.68 feet on the Section line to the place of beginning containing 24.916 acres, more or less and subject to all legal road right of ways.

Grantor claims title by deed of conveyance recorded in Deed Book 327, page 411, Recorder's Office, Fairfield County, Ohio.

II. Being in the Southeast corner of Section 9, Township 16, Range 17 and bounded as follows: Bounded on the North by State Route 37, on the East by the section line which is the boundary of Sections 9 and 10 lying on the property line of State Route 664. Bounded on the South by the section line which is the boundary between Sections 9 and 16 lying on the property line formally known as County Road No. 47. Bounded on the West by the East boundary of the right of way of the New York Central Railroad. Beginning at a spike nail on the Southwest corner 'A' at the intersection of the Eastern boundary of the railroad right of way and the section line common to Sections 9 and 16. Thence with the said right of way N. 3° 51' E. (magnetic bearing, true bearing N. 2° 36' E.) for a distance of 411 feet to corner 'C', thence with the property line of State Route 37 bearing N. 81° 20' 30" E. a distance of 662 feet to corner 'D' which is the intersection of the property line of State Route 37 with that of State Route 664 the latter lying on the section line common to Sections 9 and 10. Thence S. 5° 23' 48" W. with the property line of State Route 664 and the section line common to Sections 9 and 10 a distance of 587 feet to corner 'G' the intersection of the property lines of State Route 664 and formerly known as County Road 47 being also the intersection of the section lines common to Sections 9 and 10 and common to Sections 9 and 16 respectively. Thence with the property line of formerly known as County Road 47 which is on the section line common to Sections 9 and 16 bearing N. 83° 36' 10" W. a distance of 616 feet to the beginning corner 'A', containing 7.16 acres, more or less.

Grantor claims title by deed of conveyance recorded in Deed Book 379, page 588, Recorders Office, Fairfield County, Ohio.

DESCRIPTION APPROVED FOR FILING
 FAIRFIELD COUNTY RECORDER CLERK, DEPT. 10
 BY J.K. DATE 5/11/84

DR # 368 PAGE 2507

Kang

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, REICHHOLD CHEMICALS, INC., a Delaware corporation, the Grantor, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration received to Grantor's full satisfaction from SUPERIOR GLASS FIBERS, INC., an Ohio corporation, the Grantee, whose tax mailing address will be 499 North Broad Street, P.O. Box 89, Bremen, Ohio 43107, does hereby give, grant, bargain, sell and convey unto the Grantee, and its successors and assigns, the premises situated in the Township of Rushcreek, County of Fairfield and State of Ohio further described on Exhibit A attached hereto and made a part hereof (the "Premises").

TO HAVE AND TO HOLD unto the Grantee, and its successors and assigns, with the appurtenances thereof, forever. And the Grantor, for itself and its successors and assigns, hereby covenants with the Grantee, and its successors and assigns, that at and until the delivery of these presents, Grantor is well seized of the Premises as a good and indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all liens and encumbrances except (1) real estate taxes and assessments, general and special, not yet due and payable, (2) all

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-2-

legal road right of ways, , (3) zoning ordinances, (4) subject to the same conditions and restrictions contained in former instruments concerning said premises, and subject to easements, leases and rights of way of record, and (5) such matters, if any, as are disclosed in the survey by Tobin-McFarland and Associates dated March 16, 1984, and that it will warrant and defend the Premises unto the Grantee, and its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, REICHHOLD CHEMICALS, INC., through the undersigned who were duly authorized, has signed this deed this 9th day of MAY, 1984.

Signed and acknowledged in the presence of:

REICHHOLD CHEMICALS, INC.

Charles A. Loulli

By Edwin B. Stenger

Charles A. Loulli
Witnesses as to Reichhold Chemicals, Inc.

and By x Paul C. Dixon

TRANSFERRED

REAL ESTATE CONVEYANCE
Fee \$ 1,200⁰⁰
Exempt # _____

MAY 11 1984

James P. Reid
County Auditor, Fairfield County, Ohio

James P. Reid
Auditor, Fairfield County, Ohio

Superior Fibers, Inc.
NFA Number 03NFA161
Director's Final Findings and Orders / Covenant Not to Sue

Exhibit 5
Operation and Maintenance Agreement
for the Implementation of the
Operation and Maintenance Plan

OPERATION AND MAINTENANCE AGREEMENT
Between Ohio EPA and Superior Fibers, Inc.
Regarding the Superior Fibers, Inc. Property, Fairfield County, Ohio

This Operation and Maintenance Agreement ("Agreement") is entered into by the Director of the Ohio Environmental Protection Agency ("Director") and Superior Fibers, Inc., pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300. In consideration of the mutual covenants and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. **The NFA Letter.** A No Further Action Letter ("NFA Letter") No. 03NFA161 under the Voluntary Action Program ("VAP") was submitted to the Director on behalf of Superior Fibers, Inc. on February 19, 2003 by Dennis A. Smalley, a certified professional (Certified Professional No. 197), for approximately 32.076 acres of real property owned by Superior Fibers, Inc., and located at 499 North Broad Street in Bremen, Ohio 43107 of Fairfield County, (the "Property"). The legal description of the Property is attached hereto as Exhibit 1, and is incorporated by reference herein. The NFA Letter includes an Operation and Maintenance Plan ("O&M Plan") for the Property. The term "O&M Plan" refers to the O&M Plan dated February 2005 and submitted in the February 2005 Addendum at Appendix 16. A copy of the O&M Plan is attached hereto as Exhibit 2 and is incorporated into this Agreement by reference.
2. **Addenda to the NFA Letter.** In July 2004 and February 2005, Addenda to the NFA Letter were submitted to the Director by Dennis A. Smalley in response to comments from Ohio EPA. For the purposes of this Agreement, the term "NFA Letter" means the NFA Letter submitted on February 19, 2003 and the Addenda submitted in July 2004 and February 2005.
3. **Requirement for an Operation and Maintenance Agreement.** This Agreement is required for the Property pursuant to ORC 3746.10(C)(2) or 3746.12(A)(2) and OAC 3745-300-15(A)(3) and 3745-300-15(F)(4).
4. **Remedy for the Property.** The remedy for the Property includes:
 - a. **Ground Water Remedy.** A plan for ground water monitoring and remediation to demonstrate:
 - i.* that the property is currently meeting applicable standards for ground water at the property boundary;
 - ii.* that a contingency plan to remediate the contaminated ground water exists in the event that chemicals of concern (COCs) are detected in the

ground water from any of the early warning wells on the property at or above the method detection limits, or otherwise exceed the risk-based numeric standards for the property.

- b. Indoor Air Evaluation** The most current version of the Johnson and Ettinger (J&E) model will be used to demonstrate that COC concentrations in ground water will not volatilize to indoor air in excess of applicable risk goals for occupied structures in accordance with OAC 3745-300-09(C).
 - c. Institutional Controls.** Institutional controls for the Property as provided in the Declaration of Use Restrictions recorded on December 3, 2004 with the Fairfield County Recorder's Office, In book numbered 1368, at Pages 2503-2508 of the Fairfield County Deed Records.
- 5. Ground Water Remedy Subject to Operation and Maintenance Plan.** The long term ground water monitoring and contingent remedy not including institutional controls, as set forth in the *Remedy for the Property Section* of this Agreement, are part of the voluntary action remedy and must be performed and maintained by Superior Fibers, Inc., in accordance with this Agreement and the O&M Plan to demonstrate that the Property will maintain and comply with the applicable standards set forth in ORC Chapter 3746 and OAC Chapter 3745-300 and in the covenant not to sue issued pursuant to ORC 3746.12 for the Property (the "Covenant").
 - 6. Implementation of O&M Plan.** Superior Fibers, Inc., agrees to implement and perform the ground water monitoring and contingent ground water remedial activities in accordance with the O&M Plan, and perform all inspections, repairs, reporting, record keeping, and all other requirements in accordance with the O&M Plan.
 - 7. Property Access.** Superior Fibers, Inc. is the owner of the Property and has full access to the Property to fully implement the O&M Plan and this Agreement. Further, upon transfer of the Property or any portion thereof, Superior Fibers, Inc. shall retain a right of access sufficient to implement the O&M Plan.
 - 8. Recording of Agreement.** Superior Fibers, Inc., shall record this Agreement as required by the Covenant and as required by ORC 3746.14.
 - 9. Effect of Violation of this Agreement.** Failure to comply with this Agreement or the O&M Plan, may constitute the failure to maintain an applicable standard in accordance with ORC 3746.12(B) and OAC Chapter 3745-300, and may be subject to the process outlined in the Compliance Schedule Section of this Agreement.

Noncompliance with an institutional control for the Property voids the Covenant, as provided in ORC 3746.05.

10. **Financial Assurance.** Superior Fibers, Inc., agrees to ensure that reasonable and adequate funds in the amount of at least \$250,000.00 ("Minimum Amount") are available to comply with this Agreement and the O&M Plan. For its financial assurance mechanism, Superior Fibers, Inc., has established a retail, fixed rate (currently at a 3.45 annual percentage rate) 30 month CD account (Acct.# 9560068936) with National City Bank in Lancaster, Ohio. The account is initially funded with a down payment of \$15,000.00. An additional ten thousand dollars (\$10,000.00) will be deposited by April 1, 2005 and another ten thousand dollars (\$10,000.00) will be deposited on June 1, 2005. Ten thousand dollars (\$10,000.00) will be deposited on September 1, 2005, and thereafter, on a quarterly basis until the minimum amount of \$250,000.00 is maintained in the account.

A copy of the verification statement evidencing the establishment of the financial assurance by Superior Fibers, Inc. is attached as Exhibit 3. Superior Fibers, Inc. agrees to annually verify the existence of the CD account and to continue to maintain the financial assurance mechanism, or fund another comparable financial assurance mechanism acceptable to Ohio EPA, and to submit annually to Ohio EPA a confirmation of each renewed financial assurance mechanism, the total current balance of the financial assurance mechanism and verification of appropriate deposits to or expenditures from the financial assurance mechanism for the O&M Plan. In the event the amount or form of financial assurance provided herein is inadequate to comply with the terms of this Agreement, the Director may propose a modification of this paragraph pursuant to the Modification Section of this Agreement.

11. **Notice to Prospective Property Transferees.** At least thirty (30) days prior to the execution of any sales contract or other document transferring ownership of the Property or any portion of the Property, Superior Fibers, Inc., agrees to provide written notice to the prospective Property transferee that the Property, or such portion of the Property, is subject to the Covenant, this Agreement, and the O&M Plan.
12. **Notice to the Director of Transfer of Property.** Within fourteen (14) days after a sale or other transfer of the Property, or any portion of the Property, Superior Fibers, Inc., shall provide written notice to the Director that the Property, or such portion of the Property, has been sold or otherwise transferred. This notice submitted to the Director shall include:

- a. the name, address, and telephone number of the new Property owner and the name, address, and telephone number of the contact person for the new Property owner;
 - b. a legal description of the Property or such portion of the Property being transferred; and
 - c. the closing date of the transfer of ownership of the Property or such portion of the Property.

13. **Option to Transfer this Agreement / Notice to Director.** Pursuant to ORC 3746.14(C), Superior Fibers, Inc. may transfer this Agreement to any other person (the "Transferee") by assignment or in conjunction with the acquisition of title to the Property. Within fourteen (14) days after such transfer, Superior Fibers, Inc., shall provide written notice to the Director of the terms and conditions of the transfer of obligations of this Agreement and the O&M Plan ("Transfer Terms and Conditions"), by submitting:
 - a. the name, address, and telephone number of the Transferee and the name, address, and telephone number of the contact person for the Transferee;
 - b. a statement of the extent to which the Transferee has assumed the obligations of this Agreement and the O&M Plan;
 - c. a copy of the legal instrument(s) that provide the Transfer Terms and Conditions; and
 - d. a copy of the Transferee's fully executed and funded proposed financial assurance that complies with the Financial Assurance Section. The Transferor's financial assurance shall remain effective until the Transferee's financial assurance is fully executed and funded.

Upon the Director's receipt of such notice of the Transfer Terms and Conditions in accordance with this section of the Agreement, the Transferee shall be considered a party to this Agreement in accordance with the Transfer Terms and Conditions.

14. **Subparceling.** Upon written notice submitted by Superior Fibers, Inc., to the Director, that one or more parcels of the Property have been divided or subparceled, this Agreement shall apply separately to each subdivided parcel upon the date of subdivision or the date of the submission of written notice, whichever occurs later. Superior Fibers, Inc. shall provide such written notice by submitting:

- a. The legal description of the subdivided parcels;
- b. A survey map or maps of the subdivided parcels;
- c. The date of the subdivision;
- d. A copy of the legal instrument(s) providing for the subdivision; and
- e. The names of the new owner, if any, of the subdivided parcels.

Upon the written notice submitted pursuant to this Section, this Agreement shall be deemed to be amended, without modification of this Agreement, to identify the subdivided parcels of the Property. The Covenant shall remain in effect for any subdivided portion of the Property that continues to comply with the requirements of this Agreement and the applicable standards that form the basis of the Covenant. Any revocation of the Covenant for any parcel shall not be based solely on a finding that any other subdivided parcel of the Property no longer complies with the applicable standards or the requirements of this Agreement.

- 15. Document Submittals / Notifications to Parties.** All documents, including but not limited to any notices, the ground water monitoring reports as set forth in paragraph 3.0 of the O&M plan, the results of the J&E indoor air modeling, including calculations for the risks and hazards, as set forth in paragraph 5.0 of the O&M plan, the financial assurance reports required pursuant to the Financial Assurance provisions of this Agreement, and other reports required to be submitted by Superior Fibers, Inc., pursuant to this Agreement shall be identified by NFA Number 03NFA161 and addressed to:

Ohio Environmental Protection Agency
122 South Front Street
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Manager, Voluntary Action Program

and to

Ohio Environmental Protection Agency
Central District Office
Division of Emergency and Remedial Response
3232 Alum Creek Drive
Columbus, OH 43207
Attn: VAP Project Coordinator

All documents, including any notices required to be submitted by Ohio EPA pursuant to this Agreement, shall be delivered to Superior Fibers, Inc. Notices to Superior Fibers, Inc. shall be addressed to:

Superior Fibers, Inc.
499 North Broad St.
Bremen, Ohio 43107
Attn: William Miller, President

Either party may designate an alternative contact name or mailing address upon written notification to the other party.

- 16. Modification of this Agreement or the O&M Plan.** Superior Fibers, Inc. shall submit to the Director for review and approval each proposed modification of this Agreement or the O&M Plan, except for a minor modification, as defined below, or a modification proposed by the Director.

This Agreement or the O&M Plan may be modified by agreement of the appropriate parties. Modifications shall be in writing, signed by the authorized representative of Superior Fibers, Inc. and by the Director, and shall be effective on the date signed by the Director of Ohio EPA.

Ohio EPA reserves the right to require the submittal of a new NFA Letter for a proposed modification that will result in the application of an applicable standard, land use, or a remedy different than that contained in the NFA Letter approved by the Covenant.

For purposes of this Agreement, "modification" means any substantive or material change to a term or condition of this Agreement or the O&M Plan, such as a proposal to revise, replace, or terminate an engineering control, or to revise the Financial Assurance Section of this Agreement.

For purposes of this Agreement, "minor modification" means a non-substantive or non-material, administrative change to a term or condition of this Agreement or the O&M Plan, such as the transfer of this Agreement and the O&M Plan in accordance with the Option to Transfer Section of this Agreement, or a change of a named contact person or an address contained in this Agreement or the O&M Plan. Within fourteen (14) days after implementation of a minor modification to this Agreement or the O&M Plan, Superior Fibers, Inc. agrees to provide Ohio EPA written notice of the minor modification.

- 17. Compliance Schedule Agreement.** Within thirty (30) days after the mailing of notice from the Director of the finding that the Property or a portion of the Property no longer complies with the applicable standards upon which the issuance of the Covenant was based, Superior Fibers, Inc. shall notify the Director of its intention to return the Property or such portion of the Property to compliance with the applicable standards upon which the Covenant was based (“cure”) and enter into a compliance schedule agreement with the Director for such cure, in accordance with ORC 3746.12(B).
- 18. Compliance with Other Laws.** Superior Fibers, Inc. shall conduct all activities pursuant to this Agreement and the O&M Plan in compliance with all local, state, and federal laws and regulations, including but not limited to requirements to obtain permits or authorizations. Superior Fibers, Inc. acknowledges that Ohio EPA’s review and approval of any health and safety measures or the risk mitigation plan contained in the O&M Plan is limited to ensuring compliance with the requirements of ORC Chapter 3746 and OAC Chapter 3745-300 and does not extend to determining compliance with the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, the regulations adopted under that act, or any obligation imposed by the Occupational Safety and Health Administration.
- 19. Inspections by Ohio EPA.** Superior Fibers, Inc. shall allow the Director or his authorized representative to perform inspections to determine compliance with this Agreement. Such inspections shall be consistent with ORC Chapter 3746 and OAC Chapter 3745-300, including but not limited to the reasonableness of inspection timing and frequency in accordance with ORC 3746.21.
- 20. Program Costs for Monitoring Compliance with this Agreement.** Superior Fibers, Inc. agrees to establish a technical assistance account and reimburse Ohio EPA for the actual direct and indirect costs incurred by the Ohio EPA in monitoring compliance with this Agreement and the O&M Plan pursuant to ORC 3746.04(B)(8) and OAC 3745-300-03(E). Ohio EPA will periodically submit to Superior Fibers, Inc. an itemized statement of the technical assistance account reflecting Ohio EPA’s monitoring costs for the previous year(s). Monitoring costs include, but are not limited to, costs for reviewing any submissions or reports required by this Agreement, conducting Property inspections, and corresponding with the Volunteer or its representative.

Within thirty (30) days of receipt of such itemized statement, Superior Fibers, Inc. shall remit payment for all of Ohio EPA’s monitoring costs for the previous year(s). If Superior Fibers, Inc. disputes the accuracy of items on the itemized statement, a request for review of the statement may be made within thirty (30) days of receipt of the statement. After review, Ohio EPA will resubmit to Superior Fibers, Inc. an

itemized statement with appropriate revisions to Superior Fibers, Inc. Superior Fibers, Inc. shall remit payment within fourteen (14) days of receipt of the resubmitted statement.

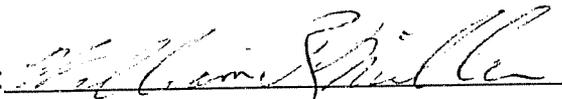
21. Superior Fibers, Inc. shall remit payments to Ohio EPA pursuant to this Section of the Agreement as follows:
 - a. Payment shall be made by an official (or certified) check made payable to "Treasurer, State of Ohio." The official check shall be submitted to Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, 122 South Front Street, Columbus, Ohio 43216-1049.
 - b. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, 122 South Front Street, Columbus, Ohio 43216-1049.
 - c. A copy of the transmittal letter and check shall be sent to the Program Manager of the Voluntary Action Program, DERR, Ohio EPA, P.O. Box 1049, 122 South Front Street, Columbus, Ohio 43216-1049.
22. **Termination.** This Agreement shall terminate upon (a) revocation or voidance of the Covenant, (b) a demonstration, in accordance with OAC 3745-300-15(E) and Section 6.3 and/or 7.0 of the O&M Plan, that implementation of this Agreement and the O&M Plan is no longer necessary for the Property to comply with applicable standards, upon written acknowledgment by the Manager of the Voluntary Action Program of the demonstration, or (c) otherwise upon the written approval of the Director of the Ohio EPA.
23. **Waiver.** Superior Fibers, Inc. agrees that the terms and conditions of this Agreement are lawful and reasonable and agrees to comply with this Agreement. Superior Fibers, Inc. hereby waives its right to appeal the terms and conditions of this Agreement, and hereby waives any and all rights it might have to seek judicial or administrative review of this Agreement either in law or equity. Superior Fibers, Inc. reserves its right to participate in any appeal by a third party to the Environmental Review Appeals Commission or to any court.
24. **Entire Agreement.** The terms and conditions of this Agreement, including the O&M Plan, constitute the entire agreement of the parties. No oral or written representation shall be binding unless approved as a modification pursuant to the Modification Section of this Agreement. The terms and conditions of this Agreement shall be interpreted consistent with ORC Chapter 3746 and OAC Chapter 3745-300.
25. **Authorized Signatories.** Each undersigned representative of a signatory to this

Agreement represents that he or she is fully authorized to execute this Agreement and to legally bind such signatory to this Agreement.

26. **Effective Date.** Upon execution of this Agreement by both parties, this Agreement shall be a valid and binding obligation enforceable in accordance with its terms and conditions and effective upon the date of the Director's signature.

In witness whereof, the parties hereto have executed this Agreement.

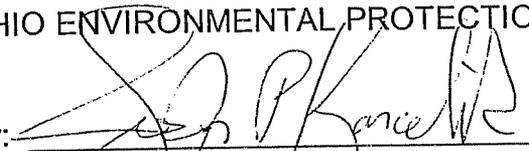
Superior Fibers, Inc.:

By:  Date: 3/17/05

Printed Name: WILLIAM A MILCER

Title: CEO

OHIO ENVIRONMENTAL PROTECTION AGENCY:

By:  Date: MAR 22 2005

Joseph P. Koncelik, Director of Ohio EPA

Operation and Maintenance Agreement
Superior Fibers, Inc. Property
NFA Number 03NFA161

EXHIBIT 1
Property Legal Description

LEGAL DESCRIPTION

EXHIBIT A

- I. And being a part of the Northeast Quarter of Section 16, Township 16, Range 17, beginning at a stone at the Northeast corner of Section 16; thence South 1903.45 feet to a point in State Route No. 664; thence North 89° West 526.11 feet (passing an iron pin at 30 feet) to an iron pin on the East boundary of T. & O. C. Railroad right of way; thence North 2° 44' West 1898.96 feet on East boundary of T. & O. C. Railroad right of way to an iron pin on North Section line; thence South 89° 47' East 616.68 feet on the Section line to the place of beginning containing 24.916 acres, more or less and subject to all legal road right of ways.

Grantor claims title by deed of conveyance recorded in Deed Book 327, page 411, Recorder's Office, Fairfield County, Ohio.

- II. Being in the Southeast corner of Section 9, Township 16, Range 17 and bounded as follows: Bounded on the North by State Route 37, on the East by the section line which is the boundary of Sections 9 and 10 lying on the property line of State Route 664. Bounded on the South by the section line which is the boundary between Sections 9 and 16 lying on the property line formally known as County Road No. 47. Bounded on the West by the East boundary of the right of way of the New York Central Railroad. Beginning at a spike nail on the Southwest corner 'A' at the intersection of the Eastern boundary of the railroad right of way and the section line common to Sections 9 and 16. Thence with the said right of way N. 3° 51' E. (magnetic bearing, true bearing N. 2° 36' E.) for a distance of 411 feet to corner 'C', thence with the property line of State Route 37 bearing N. 81° 20' 30" E. a distance of 662 feet to corner 'D' which is the intersection of the property line of State Route 37 with that of State Route 664 the latter lying on the section line common to Sections 9 and 10. Thence S. 5° 23' 48" W. with the property line of State Route 664 and the section line common to Sections 9 and 10 a distance of 587 feet to corner 'G' the intersection of the property lines of State Route 664 and formerly known as County Road 47 being also the intersection of the section lines common to Sections 9 and 10 and common to Sections 9 and 16 respectively. Thence with the property line of formerly known as County Road 47 which is on the section line common to Sections 9 and 16 bearing N. 83° 36' 10" W. a distance of 616 feet to the beginning corner 'A', containing 7.16 acres, more or less.

Grantor claims title by deed of conveyance recorded in Deed Book 379, page 588, Recorders Office, Fairfield County, Ohio.

DESCRIPTION APPROVED FOR RECORDER
 FAIRFIELD CO ENCL ROBERT C. LEE, DEFS
 BY J.K. DATE 5/11/84

Kang

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, REICHHOLD CHEMICALS, INC., a Delaware corporation, the Grantor, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration received to Grantor's full satisfaction from SUPERIOR GLASS FIBERS, INC., an Ohio corporation, the Grantee, whose tax mailing address will be 499 North Broad Street, P.O. Box 89, Bremen, Ohio 43107, does hereby give, grant, bargain, sell and convey unto the Grantee, and its successors and assigns, the premises situated in the Township of Rushcreek, County of Fairfield and State of Ohio further described on Exhibit A attached hereto and made a part hereof (the "Premises").

TO HAVE AND TO HOLD unto the Grantee, and its successors and assigns, with the appurtenances thereof, forever. And the Grantor, for itself and its successors and assigns, hereby covenants with the Grantee, and its successors and assigns, that at and until the delivery of these presents, Grantor is well seized of the Premises as a good and indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all liens and encumbrances except (1) real estate taxes and assessments, general and special, not yet due and payable, (2) all

legal road right of ways, , (3) zoning ordinances, (4) subject to the same conditions and restrictions contained in former instruments concerning said premises, and subject to easements, leases and rights of way of record, and (5) such matters, if any, as are disclosed in the survey by Tobin-McFarland and Associates dated March 16, 1984, and that it will warrant and defend the Premises unto the Grantee, and its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, REICHOLD CHEMICALS, INC., through the undersigned who were duly authorized, has signed this deed this 9th day of MAY, 1984.

Signed and acknowledged in the presence of:

REICHOLD CHEMICALS, INC.

Charles A. Loulli

By Colvin B. Stangor

Charles Roman

and By x Paul C. Dixon

Witnesses as to Reichhold Chemicals, Inc.

TRANSFERRED

REAL ESTATE CONVEYANCE
Fee \$ 1,200⁰⁰
Exempt #

MAY 11 1984

James P. Reid
County Auditor, Fairfield County, Ohio

James P. Reid
Auditor, Fairfield County, Ohio

Operation and Maintenance Agreement
Superior Fibers, Inc. Property
NFA Number 03NFA161

EXHIBIT 2
O&M Plan