

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Steel Warehouse of Ohio, LLC (the "Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property (defined below) to the activity and use limitations set forth herein.

WHEREAS, Owner, having offices at 3193 Independence Road, Cleveland, Ohio, 44105, is the owner of real property, consisting of 6.3595 acres of land located on Heidtman Parkway, Cleveland, Cuyahoga County, Ohio which is legally described in Exhibit A attached hereto ("Property").

WHEREAS, the Property previously was used to manage hazardous wastes which included, but were not limited to, tetrachloroethylene and its degradation compounds. Potential pathways of exposure from the contaminants located within these portions of the Property include direct contact, inhalation, and ingestion with the waste or soil and ground water containing the waste.

WHEREAS, ArcelorMittal Cleveland LLC, a prior owner of the Property, was required to implement a hazardous waste closure plan at the Property. An Amended Closure Plan was approved by Ohio EPA on June 20, 2007. Pursuant to the approved amended Closure Plan, ArcelorMittal Cleveland LLC was also required to implement activity and use limitations, and a restriction against use of groundwater underlying the Property.

WHEREAS, the Administrative Record of the closure activities is maintained as the file entitled "Former Electric Shop Degreaser Sludge Unit Amended Closure Plan, OHD 004 218 673, ISG Cleveland, Inc. January 2007" at the Northeast District Office located at 2110 E. Aurora Road, Twinsburg, Ohio 44087.

WHEREAS, the activity and use limitations and restriction against use of groundwater will fulfill requirements of the Amended Closure Plan by protecting against exposure to the tetrachloroethylene and its degradation components in soil and groundwater on or underlying the Property.

Now therefore, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns an approximately ___ 6.3595-acre tract of real property; known as being Parcel D in Lot Split Consolidation Map recorded in Plat Volume 325, page 74 of the Cuyahoga County Records, located on Heidtman Parkway in Cuyahoga County, Ohio, and more particularly described in Exhibit A attached hereto and incorporated by reference herein.

3. Owner. Owner, having offices at 3193 Independence Road, Cleveland, Ohio, 44105, is the owner the Property.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. Activity and Use Limitations. As part of the hazardous waste closure described in the Amended Closure Plan, Owner hereby imposes and agrees to comply with the following activity and use limitations:

- A. The Property shall not be used for residential but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:
 - (i) Single and multi-family dwelling and rental units;
 - (ii) Day care centers, elementary and high schools and preschools;
 - (iii) Correctional facilities;
 - (iv) Transient or other residential facilities; and
 - (v) Production of food-chain products by agricultural means for animal or human consumption.

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

- B. Ground water limitations. Ground water located at or underlying the Property or any portion thereof shall not be extracted for any purpose, potable or otherwise, except for ground water investigation, monitoring, or remediation, or in conjunction with construction or excavation activities or maintenance of subsurface utilities.

C. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee", as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Ohio EPA's agents, contractors, and employees, and to Holder(s) the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or, upon transfer of the Property, any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C) and (D) that the activity and use limitations remain in place and are being complied with.

10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record, in the office of the Cuyahoga County Recorder, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 20__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CUYAHOGA COUNTY RECORDER ON _____, 20__, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential activities but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers, elementary and high schools and preschools;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.

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

Ground water limitations. Ground water located at or underlying the Property or any portion thereof shall not be extracted for any purpose, potable or otherwise, except for ground water investigation, monitoring, or remediation, or in conjunction with construction or excavation activities or maintenance of subsurface utilities.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of the ownership of the Property.

12. Representations and Warranties. Owner hereby represents, to the best of Owner's knowledge, and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds title by quit claim deed to the Property which is subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected; and
- E. that the Owner has identified all other persons, identified in Exhibit B, described above, that hold any interest (e.g., encumbrance) in the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner, or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. 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 when there is at least one limitation remaining.

Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and by the Owner, or Transferee and Holder of the Property or any portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Cuyahoga County Recorder's Office, and shall provide a true file-and-date-stamped copy of the recorded instrument to Ohio EPA.

14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

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

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Cuyahoga County Recorder's Office.

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

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

As to Ohio EPA:

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

and

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

As to Owner:

Steel Warehouse of Ohio LLC
3193 Independence Road
Cleveland, Ohio 44105

[Signatures Following on Subsequent Page]

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Steel Warehouse of Ohio, LLC

Gerald F. Lerman
Signature of Owner

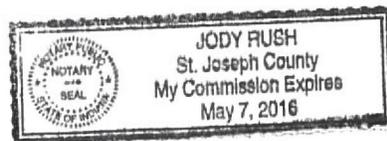
Gerald F. Lerman
Printed Name and Title

State of INDIANA)
County of St. Joseph) ss:

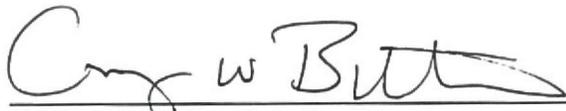
Before me, a notary public, in and for said county and state, personally appeared Gerald F. Lerman, a duly authorized representative of the Owner, who acknowledged to me the execution of the foregoing instrument on behalf of the Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15th day of NOVEMBER, 2013.

Jody Rush
Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY



Craig W. Butler, Interim Director

State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Craig W. Butler, Interim 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 14th day of JANUARY, 2014.





Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2014

**EXHIBIT A:
LEGAL DESCRIPTION FOR THE PROPERTY
(ATTACHED)**

Legal Description for
International Steel Group
Parcel "D"
6.3595 Acres

Exhibit A

R. E. Warner Job No. 17603
June 10, 2003
Page 1 of 2

Situated in the State of Ohio, County of Cuyahoga, City of Cleveland, and being part of Original Newburgh Township One-Hundred Acre Lot No. 283 and being part of lands as recorded in Deed Volume 4554 Page 1, Deed Volume 7492 Page 528, Deed Volume 8692 Page 39, and Deed Volume 4640 Page 303 of Cuyahoga County Recorder's Office, further bounded and described as follows:

Commencing at the intersection of the northerly line of Bading Avenue S.E., with the easterly line of Independence Road, where found a nail in concrete 0.94 feet bearing North 13 Degrees 31 Minutes 11 Seconds East from said Intersection;

Thence along the easterly line of Independence Road as shown in Vacation Map M-4460, Map Volume 182 Page 13 and 14 of Cuyahoga County Recorder's Office, prior to alteration and improvements, the following six courses;

- North 27 Degrees 39 Minutes 30 Seconds West 528.30 feet to an angle point therein;
- North 09 Degrees 06 Minutes 20 Seconds West 266.55 feet to an angle point therein;
- North 39 Degrees 08 Minutes 25 Seconds West 261.44 feet to an angle point therein;
- North 00 Degrees 11 Minutes 35 Seconds West 294.10 feet to an angle point therein;
- North 29 Degrees 11 Minutes 10 Seconds West 264.05 feet to an angle point therein;
- North 04 Degrees 11 Minutes 02 Seconds West 135.00 feet;

Thence North 66 Degrees 32 Minutes 49 Seconds East a distance of 0.07 feet to a capped rebar set on the easterly line of Relocated Independence Road; said point also being the Principal Place of Beginning of this description;

Thence North 66 Degrees 32 Minutes 49 Seconds East 533.60 feet to a capped rebar set;

Thence South 31 Degrees 19 Minutes 42 Seconds East 385.99 feet to a capped rebar set;

Thence South 28 Degrees 04 Minutes 07 Seconds East 106.23 feet to a capped rebar set;

Thence South 67 Degrees 14 Minutes 44 Seconds West 406.03 feet to the an easterly line of land conveyed to Reilly Tar & Chemical Corporation in Deed Volume 4640 Page 301 of Cuyahoga County Recorder's Office where found a iron pin 3.82 feet bearing North 27 Degrees 11 Minutes 32 Seconds East;

Thence North 52 Degrees 55 Minutes 45 Seconds West 118.15 feet to a northeasterly corner of land conveyed to said Reilly Tar & Chemical Corporation where set a capped rebar;

Thence along the northerly line of said Reilly Tar & Chemical lands South 67 Degrees 14 Minutes 44 Seconds West 142.92 feet where found a "Courtney" capped iron pin;

Thence South 28 Degrees 47 Minutes 15 Seconds West 3.42 feet where found a 5/8 inch iron pin;

Legal Description for
International Steel Group
Parcel "D"
6.3595 Acres

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Thence South 73 Degrees 45 Minutes 18 Seconds West 71.67 feet to a point on a curve of the easterly line of relocated Independence Road as shown in said Vacation Map.M-4460 where set a capped rebar;

Thence along said easterly curve deflecting to the right 382.21 feet; said curve having a radius of 1891.51 feet, a central angle of 11 Degrees 34 Minutes 40 Seconds, a chord length of 381.56 feet bearing North 10 Degrees 27 Minutes 23 Seconds West to the Principal Place of Beginning of this description, containing within said bounds 6.3595 acres (277,020 Sq. Ft.) of land as surveyed by R.E. Warner & Associates, Inc. in March 2003 under the direction of Michael Straub, P.S. 7055.

This description was prepared and reviewed on June 10, 2003 by Michael Straub, P.S. 7055.

The basis of bearings in this description are based on an assumed meridian and are to be used to delineate angles only.

Monuments referred to as capped rebar set are 5/8 inch x 30 inch reinforcing bars with 1-3/4" diameter yellow plastic cap marked "DO NOT DISTURB, R. E. Warner, P.S. #7055, Property Corner."

Also known as:

Situated in the City of Cleveland, County of Cuyahoga and known as Parcel "D" in Lot Split and Consolidation Map of part of Original 100 Acre Lot No. 283 in Volume 325 of Maps, Page 74 and refiled in Volume 337 of Maps, Page 17 of Cuyahoga County Records.

**EXHIBIT B:
INTERESTS OR ENCUMBRANCES FOR THE PROPERTY**

1. Easement rights of public utilities, and others, if any located on vacated streets within the premises: Independence Road and Morgana Avenue.
2. Covenants, Conditions, Restrictions and Easement Recital in Deed filed December 19, 1950 and recorded in Volume 7204, page 584 of the Cuyahoga County Records.
3. Covenants, Conditions, Restrictions and slope rights reserved in Deed filed March 27, 1961 and recorded in Volume 10130, page 136 of the Cuyahoga County Records.
4. Assignment of Landowner Royalty Interest to Duck Creek Energy, Inc. filed April 17, 2002 and recorded as Instrument No. 200204170157 of the Cuyahoga County Records.