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Wayne Coates
Hamilton County Recorders Office
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To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by The William Powell Company, an Ohio corporation ("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 to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property located at 2503 Spring Grove Avenue, Cincinnati, OH 45214, a portion of which is legally described and defined in Exhibit A attached hereto ("Property"); and

Whereas, Owner stored sand used in its foundry operation, which may have contained lead, and which the United States Environmental Protection Agency alleges was hazardous waste, on a concrete area constituting the Property and which is approximately 30 x 34 feet in area; and

Whereas, pursuant to a United States Environmental Protection Agency Consent Agreement and Final Order ("CAFO"), Owner is required to close the Property pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6921, *et seq.*, and applicable Ohio law. The closure of the Property pursuant to the CAFO constitutes an environmental response project pursuant to §5301.80 of the Ohio Revised Code; and

Whereas, on April 4, 2008, Owner submitted to Ohio EPA a closure plan to address the Property, and revised that plan on July 23, 2010, subsequent to agreeing to Director's Final Findings and Orders on June 28, 2010, which required the submission and implementation of a closure plan; and

Whereas, by letter dated August 6, 2010, the Director approved the closure plan on the Property in accordance with Ohio EPA's hazardous waste requirements contained in ORC Chapter 3734. As part of the closure, Owner has agreed to place certain restrictions on the future use on the Property, as described herein; and

Whereas, the Administrative Record of the closure is maintained as the file titled "The William Powell Company" in the Ohio EPA Southwest District Office, Division of Hazardous Waste Management, 401 East Fifth Street, Dayton, OH.

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 real property which constitutes a portion of the property located at 2503 Spring Grove Avenue, Cincinnati, OH 45214 and, such portion is more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein (such portion being referred to herein as the "Property").

3. Owner. The William Powell Company ("Owner") is the owner of the Property. Owner is located at 2503 Spring Grove Avenue, Cincinnati, Ohio 45214.

4. Holders. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Activity and Use Limitations: As part of the closure of the hazardous waste management unit on the Property, 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 and preschools;
- (iii) Hotels and motels;
- (iv) Educational (except as part of industrial activities within the Property) and religious facilities;
- (v) Outdoor parks and playgrounds;
- (vi) Correctional facilities;
- (vii) Hospitals and other extended care medical facilities;
- (viii) Transient or other residential facilities; and
- (IX) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include, but is not limited to, 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. Prohibition against Groundwater Well Construction. No new ground-water wells for potable use may be constructed at the Property.

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

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

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

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

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

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 201_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE HAMILTON COUNTY RECORDER ON _____, 201_, IN [DOCUMENT _____, or BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

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:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as part of industrial activities within the Property) and religious facilities;
- (e) Outdoor parks and playgrounds
- (f) Correctional facilities
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.
- (i) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include, but is not limited to, 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.

No new ground-water wells for potable use may be constructed at the Property.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation

evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that no other persons hold any interest (e.g. encumbrance) in the Property; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the

Hamilton 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 Hamilton County Recorder.

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

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

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency
Southwest District Office
Division of Hazardous Waste Management
401 East Fifth Street
Dayton, OH 45402
Attn: DHWM Manager

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

IT IS SO AGREED:

The William Powell Company

Jeffrey E. Thompson
Signature of Owner and Holder

Jeffrey E. Thompson Sr. V-P Finance 2/17/11
Printed Name and Title Date

State of Ohio)
County of Hamilton)

ss:

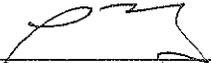
Before me, a notary public, in and for said county and state, personally appeared Jeffrey Thompson, a duly authorized representative of The William Powell Company, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of The William Powell Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 17th day of February, 2011.

Jeana E. Link
Notary Public, State of Ohio
My Commission Expires 05-19-2015



OHIO ENVIRONMENTAL PROTECTION AGENCY



Scott J. Nally, Director

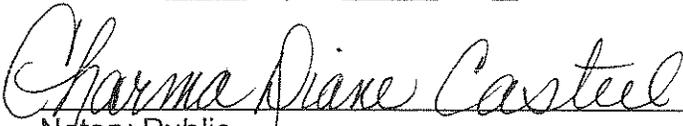
3/2/11

Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared SCOTT J. NALLY, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 2nd day of MAR, 2011.



Notary Public



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

This instrument prepared by:

Frances M. Kovac
Staff Attorney
Ohio Environmental Protection Agency
50 W. Town Street
Columbus, OH 43215

EXHIBIT A

Legal Description

for

0.0234 Acre Parcel

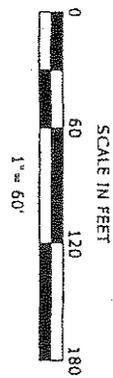
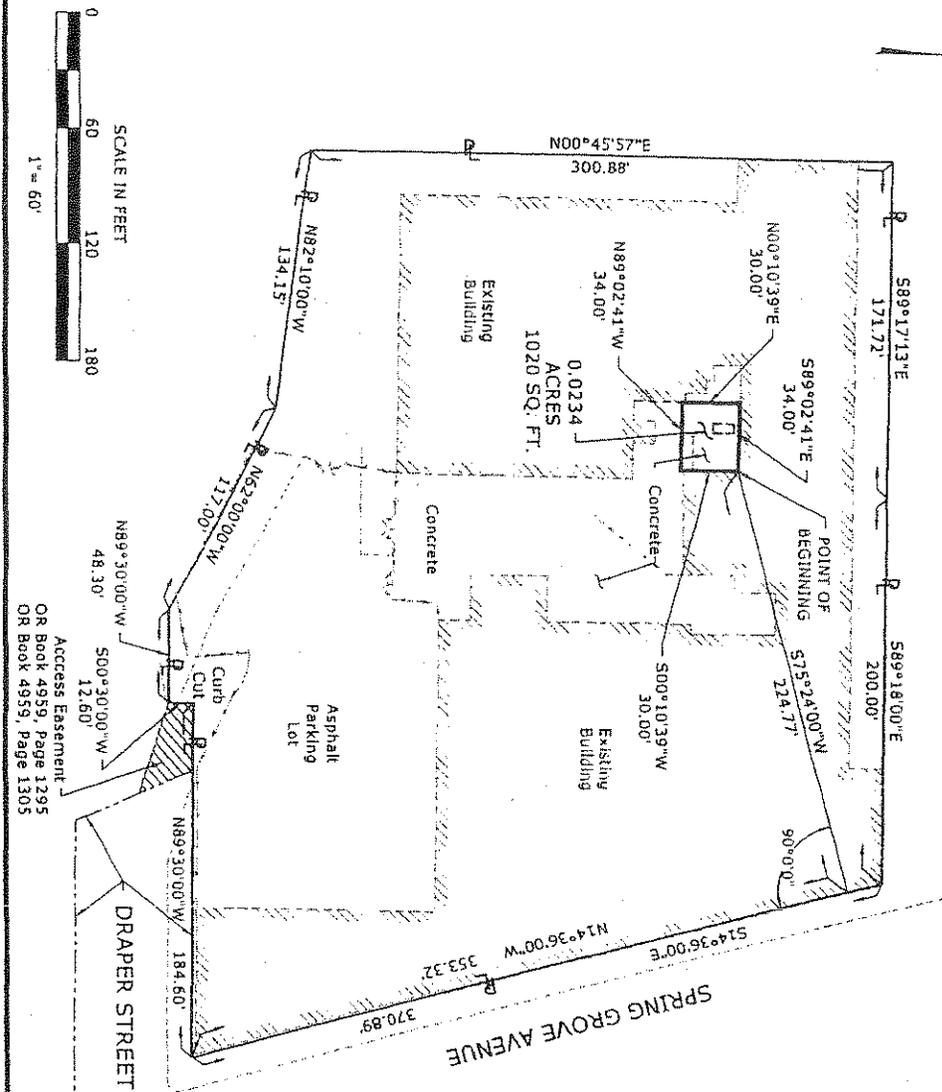
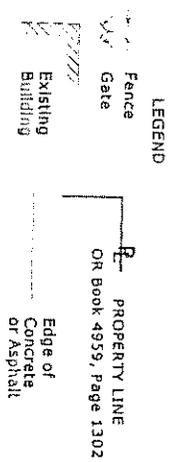
Being a parcel of land situated in , City of Cincinnati, Hamilton County, Ohio and being part of the Col. John Riddle's Estate, as recorded in Plat Book 1, Pages 264 and 265 and being part of the property as conveyed to THE WM. POWELL COMPANY in OR Book 4959, Page 1302 of the records of the Recorders Office of Hamilton County, Ohio and being located within the following described points in the boundary thereof:

Commencing at the northwest right of way line corner of Draper Street and Spring Grove Avenue, said point being the southeast property corner of said OR Book 4959, Page 1302; thence on the west right of way line of Spring Grove Avenue and the east property line of said OR Book 4959, Page 1302 North 14°36'00" West, 353.32 feet; thence perpendicular to and leaving the west right of way line of Spring Grove Avenue and the east property line of said OR Book 4959, Page 1302 South 75°24'00" West, 224.77 feet to a northeast corner of the wall of the existing building, said point being the **REAL POINT OF BEGINNING** of the parcel herein described; thence on the west face of the wall of the existing building South 00°10'39" West, 30.00 feet to a point on the extended said west face; thence North 89°02'41" West, 34.00 feet; thence North 00°10'39" East, 30.00 feet to a south face of the wall of the existing building; thence on the said south face of the wall of the existing building South 89°02'41" East, 34.00 feet to the

REAL POINT OF BEGINNING containing 0.0234 acres more or less and being subject to all easements of record.

The above description is a result of a survey prepared by Daniel J. Binz of Binz Surveying, LLC, Ohio Registered Surveyor No. 7058 dated October 11, 2010.

Basis of Bearing:
OR Book 4959, Page 1302



Access Easement
OR Book 4959, Page 1295
OR Book 4959, Page 1305

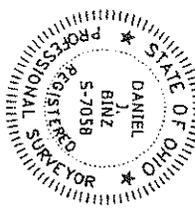
SURVEYOR'S NOTES

- 1) Pertinent Documents and Sources of Data Used:
OR BOOK 4959, PG. 1302, OR BOOK 4959, PG. 1295
OR BOOK 4959, PG. 1305, PLAT BOOK 275, PG. 31
DEED BOOK 1669, PG. 688, DEED BOOK 1669, PG. 672
PLAT BOOK 275, PG. 31 USED TO SHOW BUILDING
PERIMETER ON THE WEST EAST AND NORTH.
- 2) This plat is a result of a present field survey.
- 3) In general, the property matches adjacent properties and survey records.
- 4) This survey is part of OR Book 4959, Page 1302
Tax Parcel No. 187-0010-0018

CERTIFICATION OF SURVEY

The undersigned hereby certifies to: The William Powell Company that: (i) the Survey was prepared by the undersigned, or under the supervision thereof, a registered land surveyor in the State of Ohio; (ii) that the premises surveyed and described on the attached descriptions is within the entire boundary of OR Book 4959, Page 1302; (iii) that the property described herein does not lie within any flood hazard area in accordance with 39061C(0218E); (iv) that the property and has no access to a duly dedicated public street(s); and (v) that the Survey is otherwise accurate in all material respects. I further certify that there are no buildings, structures, monuments, iron pins, encroachments or easements, of any kind, located on the 0.0234 acre property that was surveyed other than those shown herein.

Surveyor: Daniel J. Binz
Ohio Registration No. 7058



<p>Binz Surveying, LLC OHIO - INDIANA - KENTUCKY • LAND SURVEYING • MECHANICAL LOCATION SURVEYING • PHOTOGRAMMETRY SURVEYING • CONSTRUCTION SURVEYING • CIVIL ENGINEERING SURVEYING • EROSION CONTROL SURVEYING • ENVIRONMENTAL SURVEYING</p>	<p>PLAT OF SURVEY 2503 SPRING GROVE AVENUE PART OF SUBD. OF COL. JOHN RIDDLE'S ESTATES PLAT BOOK 1, PAGES 264 & 265 CITY OF CINCINNATI HAMILTON COUNTY, OHIO</p>	<p>Job Number 10018.01</p> <p>Date 10/25/2010</p> <p>Sheet Number 1</p>
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