

CERTIFICATION

To: Ohio Environmental Protection Agency  
50 West Town Street  
Suite 700  
P. O. Box 1049  
Columbus, Ohio 43216-1049  
Attention: Frances M. Kovac, Esq.

The undersigned, President of NPEC Inc., a California corporation, with offices located at 1999 Lake Avenue, Rochester, New York 14650, hereby certifies that the Environmental Covenant entered into by and between NPEC Inc. as the Owner and the Ohio Environmental Protection Agency dated April 29, 2013, and May 10, 2013, has been recorded in Official Record Book 12336, page 1250, of the Hamilton County, Ohio Recorder's Office. A copy of the Environmental Covenant as recorded is attached hereto.

Date: June 25, 2013

NPEC INC.

By:

  
Bryan Gallagher, President

Division of

JUL 11 2013

Environmental Response  
and Revitalization

19

**NON-CONFORMING DOCUMENT  
ADDITIONAL RECORDING FEE  
(ORC §17.114)**

Wayne Coates  
Hamilton County Records Office  
Doc #: 13-0077936 Type: MT  
Filed: 06/11/13 09:08:52 AM \$164.00  
Off.Rec.: 12336 01250 F 19 194

1233601250Fb

**To be recorded with Deed  
Records - ORC § 317.08**

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by NPEC Inc. ("Owner"), a California corporation with offices located at 1999 Lake Ave, Rochester, New York 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 2235 Langdon Farm Road, Cincinnati, OH 45237, consisting of approximately 79.384 acres in three parcels identified by the Hamilton County Auditor's Office as Parcel No.120-0004-0005-00, Parcel No. 520-0300-0002-00, and Parcel No. 520-0300-0003-00, which is legally described and defined in Exhibit A attached hereto ("Property"); and

Whereas, on October 20, 1986, responsible parties for the Property, known as the "Hilton Davis Site" and Ohio EPA entered into a consent decree filed with the Hamilton County Court of Common Pleas, being Case No. A8108219 (the "Consent Decree") the objective of which was to provide a process for investigating, evaluating and addressing contamination caused by past industrial activities; and

Whereas, pursuant to the Consent Decree, a Remedial Investigation ("RI") to determine the nature and extent of contamination within ground water, soil/sediment, surface water and air was conducted, the areas of interest where hazardous wastes "are or have been placed during the course of historical site

operations were identified. The RI final report was approved by Ohio EPA on June 8, 2001; and

Whereas, during the course of the RI, certain interim measures were implemented, including removal of contaminant source materials and installation of covers, along with intercepting, extracting and collecting contaminated ground water in order to prohibit it from migrating off-site; and

Whereas, following completion of the RI, a Corrective Measures Study ("CMS"), was performed in order to develop and evaluate corrective action alternatives and to recommend the corrective action(s) to be taken at Hilton Davis Chemical Company, as prescribed within the Consent Decree. Based on the CMS, on March 18, 2011 the Director of Ohio EPA issued a decision document identifying the corrective measures to be taken.

Whereas, these corrective measures include certain containment and ground water collection systems, specifically the continued operation of the perimeter ground water collection system to prevent contaminated ground water from migrating to off site property, cover systems and modification to existing cover systems, a ground water monitoring program, continued compliance with an approved Soil Management Plan and an Operation and Maintenance Plan, and the implementation of land use restrictions through an environmental covenant as an integral part of the corrective measures; and

Whereas, the Administrative Record of the corrective action and closure/post-closure activities is maintained as the file titled "Hilton-Davis 2235 Langdon Farm Road.; Cincinnati Inactive TSD OHD 004 240 313 " in the Ohio EPA Southwest District Office, Division of Materials and 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 located at 2235 Langdon Farm Road, Cincinnati, Ohio, 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. NPEC Inc., ("Owner") is the owner of the Property. Owner is located at 1999 Lake Ave, Rochester, New York 14650-2203.

4. Holders. NPEC Inc., whose address is 1999 Lake Ave, Rochester, New York 14650-2203, is the Holder of this Environmental Covenant.

5. Activity and Use Limitations: As part of the corrective action of the waste management units 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 activities but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:
- (i) Single and multi-family dwelling and rental units;
  - (ii) Day care centers and preschools;
  - (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. No person shall extract the ground water located at or underlying the Property for any purpose, potable or otherwise, except for investigation or remediation of the ground water.

C. No ground water supply wells shall be drilled, constructed or installed on the Property.

D. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of

these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

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

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce compliance. 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 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:

- A. The Property shall not be used for residential activities but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:
- (i) Single and multi-family dwelling and rental units;
  - (ii) Day care centers and preschools;
  - (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. No person shall extract the ground water located at or underlying the Property for any purpose, potable or otherwise, except for investigation or remediation of the ground water.
- C. No ground water supply wells shall be drilled, constructed or installed on 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 of the Property or portion thereof, as applicable, and the Holder.

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:

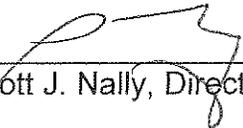
Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Environmental Response and Revitalization  
P.O. Box 1049  
Columbus, Ohio 43216-1049

And

Ohio Environmental Protection Agency  
Southwest District Office  
Division of Environmental Response and Revitalization  
401 East Fifth Street  
Dayton, OH 45402  
Attn: Site Coordinator, Hilton-Davis Site



OHIO ENVIRONMENTAL PROTECTION AGENCY

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

5/10/13  
\_\_\_\_\_  
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 10<sup>th</sup> day of May, 2013.



Charma Diane Casteel  
\_\_\_\_\_  
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

By Anna  
6271-1427 MAY 1932

EXHIBIT A

Legal Description of the Property

3 parcels of land described as follows:

Parcel I: Situated in Section 35, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, also being part of Lot 1 and all of Lots 2, 3 and 4 of the subdivision of the Estate of H.B. Turnill and Jarid Turnill being more particularly described as follows:

Commencing at the northeast corner of said Section 35, thence N 83°35'11" W along the north line of said Section, for 1481.14', thence S 5°42'49" W for 30.00' to the TRUE PLACE OF BEGINNING for the land herein described;

thence S 5°42'49" W with the west line of a tract of land conveyed to Cincinnati Industrial Institute by deed recorded in Deed Book 2827, Page 51 of the Hamilton County Recorder's Office for 400.00' to the southwest corner of said tract;

thence S 83°52'11" E, along the south line of said tract for 175.00' to the southeast corner of said tract;

thence S 5°42'49" W along the west line of Langdon Farm Subdivision as the same is recorded in Plat Book 32, Page 49 of the Hamilton County Recorder's Office and its southerly extension for 446.37' to the southwest corner of Langdon Farm 3rd Subdivision as the same is recorded in Plat Book 39, Page 42 of the Hamilton County Recorder's Office;

thence S 83°50'41" E along the south line of said subdivision for 230.34';

thence S 5°36'49" W leaving said south line for 206.20' to the northeast corner of a tract of land conveyed to Emerson Electric Company by

120-4-514151618 thru 21  
32, 33, 36, 35-1, 4 thru 11  
C.O.R.S.

S20-300-2  
S20-300-3

9219

5486

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

A. H. J.

Tax Map -

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deed recorded in Registered Land Certificate  
No. 82678 of the Registered Land Records of  
Hamilton County;

thence N 83°44'11" W along the north line of  
said tract for 230.88' to the northwest corner  
of said tract;

thence S 5°41'17" West along the west line of  
said tract for 470.35' to the north line of the  
Penn Central and St. Louis Railroad;

thence along said north line for the following  
thirty-five (35) courses and distances:

- 1) N 84°01'07" W for 456.47';
- 2) N 83°56'01" W for 99.03';
- 3) N 81°56'04" W for 98.45';
- 4) N 80°19'39" W for 98.40';
- 5) N 78°19'40" W for 98.18';
- 6) N 76°08'09" W for 98.13';
- 7) N 74°08'10" W for 98.16';
- 8) N 71°57'14" W for 98.14';
- 9) N 69°57'16" W for 98.17';
- 10) N 67°41'45" W for 98.10';
- 11) N 65°41'46" W for 98.14';
- 12) N 63°29'03" W for 98.13';
- 13) N 61°29'06" W for 98.23';
- 14) N 59°17'51" W for 98.14';
- 15) N 57°17'51" W for 98.10';
- 16) N 54°58'30" W for 98.08';
- 17) N 52°58'36" W for 98.35';
- 18) N 50°55'32" W for 98.20';
- 19) N 48°55'32" W for 98.18';
- 20) N 46°52'47" W for 83.00';
- 21) S 83°15'43" E for 33.72';
- 22) N 46°52'47" W for 41.99';
- 23) N 44°52'47" W for 97.29';
- 24) N 42°26'30" W for 97.25';
- 25) N 40°26'30" W for 97.17';
- 26) N 37°47'22" W for 64.14';
- 27) S 52°13'38" W for 35.00';
- 28) N 37°47'22" W for 33.59';
- 29) N 35°47'24" W for 98.42';
- 30) N 32°36'26" W for 98.37';
- 31) N 30°36'26" W for 98.37';
- 32) N 27°21'55" W for 98.12';

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

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- 33) N 25°21'56" W for 98.13';
- 34) N 22°03'38" W for 98.09';
- 35) N 20°03'38" W for 44.14'; to the southerly line of a tract of land conveyed to Jane L. and Robert H. Stegeman by deed recorded in Deed Book 4244, Page 1832 of the Hamilton County Recorder's Office;

thence along said south line with the arc of a curve to the left having a radius of 458.06' for 538.37', said arc being subtended by a central angle of 67°20'27" and a long chord bearing S 56°51'58" E for 507.91' to a point in the south line of a tract of land conveyed to Edgar and Lillian Muller by deed recorded in Deed Book 3808, Page 371 of the Hamilton County Recorder's Office;

thence N 89°27'49" E, continuing along said south line for 110.75' to the southeast corner of said tract;

thence N 6°07'49" E along the east line of said tract for 393.50';

thence S 83°52'11" E parallel with the north line of said Section 35 for 1085.99' to the west line of a tract of land conveyed to John W. and Alvin W. Evers by deed recorded in Deed Book 2426, Page 17 of the Hamilton County Recorder's Office;

thence along said Evers line for the following three (3) courses and distances;

- 1) S 5°47'49" W for 366.00';
- 2) S 83°52'11" E for 212.19';
- 3) N 5°47' 49" E for 366.00';

thence S 83°52'11" E parallel with the north line of Section 35 for 804.33' to the point of beginning and containing 71.931 acres and subject to legal highways and all easements of record.

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

3-51-3

CAGIS -

Together with and subject to easements, restrictions and other matters of record.

Parcel II - Situated in Section 35, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, Hamilton County, Ohio, described as follows:

Commencing at the northeast corner of said Section 35, thence North 83°-52'-11" West, along the north line of said Section 35, a distance of 1481.14 feet, thence South 5°-42'-49" West, a distance of 430.00 feet, thence South 83°-52'-11" East, a distance of 175.00 feet, thence South 5°-42'-49" West, a distance of 446.37 feet, thence South 83°-50'-41" East, a distance of 230.34 feet, thence South 5°-36'-49" West, a distance of 206.20 feet, thence North 83°-44'-11" West, a distance of 230.88 feet, thence South 5°-41'-17" West, a distance of 560.35 feet to the south right of way line of the P.C.C. and St. L. Railroad and the PLACE OF BEGINNING.

thence South 5°-41'-17" West, a distance of 206.30 feet;  
thence North 83°-53'-07" West, a distance of 1211.23 feet;  
thence North 6°-09'-53" East, a distance of 272.70 feet to the south right of way line of the P.C.C. and St. L. Railroad;  
thence along the south right of way line of the P.C.C. and St. L. Railroad, South 69°-35'-37" East, a distance of 36.81 feet,  
South 71°-40'-27" East, a distance of 101.45 feet,  
South 73°-45'-57" East, a distance of 53.56 feet,  
North 6°-09'-53" East, a distance of 16.00 feet,  
South 73°-45'-57" East, a distance of 47.89 feet,  
South 75°-54'-47" East, a distance of 101.46 feet,

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER.

Tax Map -

7-31-3

South 78°-00'-07" East, a distance of 101.43 feet;  
South 80°-04'-57" East, a distance of 101.42 feet;  
South 82°-05'-27" East, a distance of 101.16 feet,  
South 83°-27'-17" East, a distance of 100.67 feet and  
South 84°-01'-07" East, a distance of 470.39 feet to the PLACE OF BEGINNING.

Containing 6.0745 acres.

Together with and subject to all easements, restrictions and other matters of record.

Parcel III - Situated in Section 35, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, Hamilton County, Ohio, described as follows:

Commencing at the northeast corner of said Section 35, thence North 83°-52'-11" West, along the north line of said Section 35, a distance of 1481.14 feet, thence South 5°-42'-49" West, a distance of 430.00 feet, thence South 83°-52'-11" East, a distance of 175.00 feet, thence South 5°-42'-49" West, a distance of 446.37 feet, thence South 83°-50'-41" East, a distance of 230.34 feet, thence South 5°-36'-49" West, a distance of 206.20 feet, thence North 83°-44'-11" West, a distance of 230.88 feet, thence South 5°-41'-17" West, a distance of 766.65 feet, thence North 83°-53'-07" West, a distance of 1211.23 feet to the PLACE OF BEGINNING.

thence North 83°-52'-07" West, a distance of 200.00 feet;

thence North 6°-09'-53" East, a distance of 330.42 feet to the south right of way line of the P.C.C. and St. L. Railroad;

thence along the south right of way line of the P.C.C. and St. L. Railroad;

South 65°-45'-27" East, a distance of 42.21 feet,

South 67°-28'-07", a distance of 101.33 feet and

South 69°-35'-37" East, a distance of 64.64 feet;

thence South 6°-09'-53" West, a distance of 272.20 feet to the PLACE OF BEGINNING.

DESCRIPTION ACCEPTED  
HAMILTON COUNTY ENGINEER

5

Tax Map - 92 5-31-5

CAGIS - \_\_\_\_\_

9219 5490

Containing 1.3782 acres.  
Together with and subject to all easements, restrictions  
and other matters of record.

DESCRIPTION ACCEPTAL  
HAMILTON COUNTY ENGINEER

Tax Map - 2-31-2

DAGIS - \_\_\_\_\_

EXHIBIT "B"

ENCUMBRANCE LIST

Property: NPEC, Inc.  
2235 and 2263 Langdon Farm Road  
Cincinnati, Ohio 45212  
Parcel Nos. 120-0004-0005-00, 520-0300-0002-00 & 520-0300-0003-00

1. Memorandum of Lease between The SDI Divestiture Corp., an Ohio corporation ("Landlord"), and Hilton Davis Chemical Co., a Delaware corporation ("Tenant") evidencing a Ground Lease for a period of fifty (50) years and containing both the option to purchase in favor of the Tenant and the requirement to purchase in favor of the Landlord, dated September 9, 1993, recorded September 16, 1993 in Official Record Volume 6271, Page 1439, Hamilton County, Ohio Records.

It should be noted that Hilton Davis Chemical Co., a Delaware corporation, changed its name to B. F. Goodrich Hilton Davis, Inc. as evidenced by a Certificate of Amendment of Certificate of Incorporation recorded in Official Record Volume 8635, Page 2674, Hamilton County, Ohio Records. Thereafter, B. F. Goodrich Hilton Davis, Inc. changed its name to Noveon Hilton Davis, Inc. as evidenced by Amended and Restated Certificate of Incorporation recorded in Official Record Volume 8725, Page 713, Hamilton County, Ohio Records.

Thereafter, Noveon Hilton Davis, Inc. assigned its interest in the Ground Lease to Emerald Hilton Davis, LLC, a Delaware limited liability company, now the current ground lessee, by an Assignment and Assumption of Ground Lease and Consent dated May 1, 2006, recorded May 2, 2006 in Official Record Volume 10232, Page 3144, Hamilton County, Ohio Records.

2. Declaration of Covenants and Restrictions dated April 2, 2003 filed by NPEC Inc., a California corporation, on April 10, 2003 at 8:22 a.m. in Official Record Volume 9231, Page 1482, Hamilton County, Ohio Records.
3. Said property is subject to an unrecorded lease between Hilton-Davis Chemical Company and the City of Norwood dated May 31, 1985 for an unknown term as referred to in exceptions recited in the title deed to The SDI Divestiture Corp. recorded in Official Record Volume 6271, Page 1424, Hamilton County, Ohio Records.

EXHIBIT "B"

ENCUMBRANCE LIST

4. Said property is subject to a sewer easement in favor of the City of Cincinnati recorded in Plat Book 51, Pages 60-61, Hamilton County, Ohio Records (Parcels 2 and 3).
5. Said property is subject to a seventy (70) foot easement for ingress and egress over Parcel 7 in favor of Parcel 10 recorded in Official Record Volume 6546, Page 1517, Hamilton County, Ohio Records.
6. Said property is subject to easements to use the railroad siding in favor of the property contiguous to the North (Parcels 13 and 50) over Parcels 18, 19 and 20 as referred to in Official Record Volume 8499, Page 2452, Hamilton County, Ohio Records.
7. Said property is subject to covenants and conditions contained in the deed from Hilton-Davis Chemical Co. to H. D. Acquisition Corp. recorded in Deed Book 4369, Page 1286, Hamilton County, Ohio Records, as well as the Consent Decree entered October 20, 1986 in Hamilton County, Ohio Case No. A-8608219 and the Amendment to Consent to Decree entered August 3, 1994 regarding the remediation and monitoring of hazardous waste on the insured premises. There are related covenants concerning the remediation contained in a Post-Closure Notice executed by North Pastoria Environmental Corporation dated May 10, 1999 and recorded in Official Record Volume 7961, Page 2411, Hamilton County, Ohio Records.
8. Said property is subject to a tower line easement one hundred (100) feet in width in favor of The Cincinnati Gas & Electric Company recorded in Deed Book 3992, Page 816, partially assigned to Columbus Southern Power Co. and Dayton Power and Light Co. by an Assignment recorded in Official Record Volume 5286, Page 1021, Hamilton County, Ohio Records.
9. Said property is subject to a utility easement twenty (20) feet in width in favor of The Cincinnati Gas & Electric Company for the maintenance of a gas pipeline through Parcels 5, 6 and 8 as contained in a Grant of Easement recorded in Deed Book 3183, Page 435, Hamilton County, Ohio Records.
10. Said property is subject to utility easements fifteen (15) feet in width in favor of The Cincinnati Gas & Electric Company and set forth in Grants of Easement recorded in Deed Book 2916, Page 65 (Parcels 7 and 8) and Deed Book 2916, Page 68 (Parcel 11), Hamilton County, Ohio Records.

EXHIBIT "B"

ENCUMBRANCE LIST

11. Said property is subject to the terms and conditions of the development plan approved by the City of Cincinnati in Ordinance No. 486-1955 affecting, among other things, density, open spaces, signage, vehicular entrances, outside lighting and the like as recorded in Deed Book 2812, Page 231, Hamilton County, Ohio Records.
12. Said property is subject to easements for sloping cuts and fill along Langdon Farm Road in favor of the City of Cincinnati as recorded in Deed Book 2567, Page 207 (Parcels 5, 6, 7, 15, 16, 21 and 33), Deed Book 2531, Page 205 and Deed Book 2531, Page 209 (Parcel 1), Hamilton County, Ohio Records.
13. Said property is subject to a utility easement in favor of The Cincinnati Gas & Electric Company for the maintenance of a sixteen (16) foot gas pipeline over Parcels 2 and 3 as set forth in a Grant of Easement recorded in Deed Book 2520, Page 35, Hamilton County, Ohio Records.
14. Said property is subject to a utility easement in favor of The Cincinnati Gas & Electric Company over Parcel 1 as set forth in a Grant recorded in Deed Book 2491, Page 155, Hamilton County, Ohio Records.
15. Said property is subject to an unrecorded sewer easements, if any, as referred to in a deed recorded in Deed Book 2078, Page 539, Hamilton County, Ohio Records.
16. Said property is subject to utility easements in favor of The Cincinnati Gas & Electric Company for the maintenance of a gas pipeline sixteen (16) feet in width over Parcels 2 and 18 thru 21 as contained in a Grant of Easement recorded in Deed Book 1888, Page 545, Hamilton County, Ohio Records.
17. Said property is subject to an easement for railroad sidings, roadways, pipe lines, sewer lines over Parcels 9, 32 and 36 as reserved in deeds recorded in Deed Book 1666, Page 1513 and Deed Book 1824, Page 591, Hamilton County, Ohio Records.
18. Said property is subject to sewer easements eight (8) feet in width in favor of The Board of County Commissioners of Hamilton County, Ohio over Parcel 21 as recorded in Deed Book 1664, Page 206 and over Parcel 33 as recorded in Deed Book 1685, Page 88, Hamilton County, Ohio Records.
19. Said property is subject to a utility easement in favor of The Cincinnati Gas & Electric Company over Parcels 14 and 32 as recorded in Deed Book 1666, Page 506, Hamilton County, Ohio Records.

EXHIBIT "B"

ENCUMBRANCE LIST

20. Said property is subject to an easement for a railroad switch right-of-way over Parcel 18 as reserved in Deed Book 1438, Page 478 and over Parcel 19 as reserved in Deed Book 1433, Page 237, Hamilton County, Ohio Records.
21. Said property is subject to a sanitary sewer easements eight (8) feet in width in favor of The Board of County Commissioners of Hamilton County, Ohio as recorded in Deed Book 1654, Page 475 and Deed Book 1657, Page 98, Hamilton County, Ohio Records.
22. Said property is subject to easements for railroad and railway siding over Parcels 18, 19 and 20 as contained in Deed Book 1549, Page 79, Deed Book 1517, Page 418 and Deed Book 1516, Page 70, Hamilton County, Ohio Records.
23. Said property is subject to utility easements in favor of The Cincinnati Gas & Electric Company over Parcels 14 and 32 as recorded in Deed Book 1485, Page 486, Hamilton County, Ohio Records.
24. Said property is subject to utility easements in favor of Union Gas & Electric Company, now assigned to The Cincinnati Gas & Electric Company recorded in Deed Book 1407, Page 319, Deed Book 1396, Page 326, Deed Book 1357, Page 305 and Deed Book 1335, Page 502, Hamilton County, Ohio Records. The easement recorded in Deed Book 1357, Page 305 was thereafter assigned to Columbus Southern Power Co. and Dayton Power and Light Co. in Official Record Volume 5286, Page 1021, Hamilton County, Ohio Records.
25. Said property is subject to easements in favor of Ohio Fuel Supply Co., now assigned to The Cincinnati Gas & Electric Company, as recorded in Deed Book 976, Page 179, Deed Book 960, Page 109 and Deed Book 944, Page 156, Hamilton County, Ohio Records.
26. Said property is subject to crossing easements over the railroad property benefitting the insured premises and reserved in deeds recorded in Deed Book 606, Page 94 and Deed Book 926, Page 13, Hamilton County, Ohio Records.
27. Said property is subject to utility easements in favor of The Cincinnati and Suburban Bell Telephone Company recorded in Miscellaneous Volume 2, Pages 452, 452-B and 454, Hamilton County, Ohio Records.