OhioEPA
State of Ohio Environmental Protection Agency

STREET ADDRESS:
Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184
www.epa.state.oh.us

MAILING ADDRESS:
P.O. Box 1049
Columbus, OH 43216-1049

CERTIFIED MAIL

October 14, 2009

Re: Environmental Covenant
ASHTA Chemicals, Inc.
Ashtabula, Ashtabula County, Ohio
US EPA ID No.: OHD 980 793 301

Mr. Richard L. Jackson
Executive Vice President
ASHTA Chemicals, Inc.
3905 Middle Road
Ashtabula, Ohio 44005

Dear Mr. Jackson:

Enclosed please find a certified copy of the Environmental Covenant (Covenant) issued to ASHTA Chemicals, Inc., Ashtabula County, on October 9, 2009.

The second original copy of the Covenant has been returned to your attorney for filing. It is the obligation of ASHTA Chemicals, Inc. pursuant to Paragraph 10 of the Covenant, to complete the filing at the Office of the Ashtabula County Recorder and, pursuant to paragraph 17 of the Covenant, to distribute copies of the recorded Covenant.

If you have any questions with this Covenant, do not hesitate to contact Todd Anderson, Ohio EPA Office of Legal Services, at (614) 644-3037.

Sincerely,

Jeremy A. Carroll, P.E.
Manager, Regulatory and Information Services Section
Division of Hazardous Waste Management

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Attachments

cc: Ed Lim, Mgr., ERAS, DHWM
Todd Anderson, Legal
Natalie Oryshkewych, DHWM, NEDO
J. Gregory Smith, Esq., Ulmer & Berne LLP

I certify this to be a true and accurate copy of the official documents as filed in the records of the Ohio Environmental Protection Agency.

By: _____ Date: 10.09.09

OHIO E.P.A.

OCT -9 2009

ENTERED DIRECTOR'S JOURNAL

To be recorded with Deed Records – ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by **ASHTA Chemicals Inc.**, having offices at 3905 Middle Road, Ashtabula, Ohio ("Owner" and "Holder"), 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 Restricted Areas (hereinafter defined) to the activity and use limitations set forth herein.

Whereas, Owner is the owner of approximately 40 acres of real property located in Ashtabula County, Ohio, legally described in **Exhibit A**, attached hereto and fully incorporated herein by reference (the "Property"); and

Whereas, Owner has performed a risk-based closure of the Restricted Areas (defined below) located on the Property pursuant to ORC Chapter 3734 (Solid and Hazardous Wastes) and rules adopted thereunder, and the Closure Plan approved by the Director of Ohio EPA on May 26, 2009; and

Whereas, the purpose of this Environmental Covenant is to impose certain activity and use limitations on the Restricted Areas in accordance with the approved Closure Plan. The contaminant of concern in the Restricted Areas is mercury, and the activity and use limitations are intended to protect against residential human exposure; and

Whereas, the Administrative Record for the risk-based closure is maintained by Ohio EPA at the Ohio EPA Northeast District Office, Division of Hazardous Waste Management, 210 E. Aurora Road, Twinsburg, Ohio 44087, (330) 425-9171; and

Whereas, residential use at the Restricted Areas is being restricted for the reasons set forth in the approved Closure Plan;

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. Restricted Areas. This Environmental Covenant concerns the specific areas of the Property known as Closure Area 1 encompassing the Nitromethane Building and Closure Area 2 adjacent to the Cell Building, as described in **Exhibit B** attached hereto and incorporated herein (the "Restricted Areas").

3. Owner. ASHTA Chemicals Inc. is the owner of the Restricted Areas.

4. Holder. ASHTA Chemicals Inc. is the Holder of this Environmental Covenant. Regardless of any future transfer of the Restricted Areas, Owner shall remain a Holder of this Environmental Covenant.

5. Activity and Use Limitations. As part of the closure completed in the Restricted Areas, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. The Restricted Areas shall not be used for residential or agricultural 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 a part of non-residential activities within the Restricted Areas) and Religious facilities;
(v) Restaurants and other food and beverage service (except as a part of non-residential activities within the Restricted Areas);
(vi) Entertainment and recreational facilities (except as a part of non-residential activities within the Restricted Areas);
(vii) Hospitals and other extended care medical facilities (except as a part of non-residential activities within the Restricted Areas); and
(viii) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing, assembling, storing, testing, and similar industrial uses; paved parking and driveway use; power plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.

B. In the event that any activity by the holder of an encumbrance on a Restricted Area 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 action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

6. Covenants Run with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee (as defined below), 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 Restricted Areas 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 the Holder the right of access to the Restricted Areas for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or 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 covenant, Owner shall record this Environmental Covenant in the office of the Ashtabula County Recorder in the same manner as a deed pursuant to ORC § 317.08 and § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file date-stamped copy of the Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Restricted Areas 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 _____, 200__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ASHTABULA COUNTY RECORDER ON _____, 200__, IN [DOCUMENT _____, or BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. The Restricted Areas shall not be used for residential or agricultural 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 a part of non-residential activities within the Restricted Areas) and Religious facilities;
(v) Restaurants and other food and beverage service (except as a part of non-residential activities within the Restricted Areas);
(vi) Entertainment and recreational facilities (except as a part of non-residential activities within the Restricted Areas);
(vii) Hospitals and other extended care medical facilities (except as a part of non-residential activities within the Restricted Areas); and
(viii) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing, assembling, storing, testing, and similar industrial uses; paved parking and driveway use; power plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.

B. In the event that any activity by the holder of an encumbrance on a Restricted Area identified in paragraph 12 of the Environmental Covenant, 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 action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner shall notify Ohio EPA within forty-five (45) days after it conveys any interest in the Restricted Areas. 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 Owner is the sole owner of the Restricted Areas;

B. that Owner holds fee simple title to the Restricted Areas which is subject to the interests and encumbrances listed and described in **Exhibit C** attached hereto, which is fully incorporated by reference herein;

C. that 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 Owner has identified all other persons, identified in **Exhibit C**, described above, that hold any interest (e.g. encumbrance) in the Restricted Areas and notified such persons of Owner's intention to enter into this Environmental Covenant; and

E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which 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 only 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, the Owner or Transferee of the Restricted Areas 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 Ashtabula County Recorder's Office, and shall provide a true 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 with the Ashtabula County, Ohio Recorder.

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

18. Notice. Any documents or communication required by this Environmental Covenant to be submitted to Ohio EPA 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
Northeast District Office
Division of Hazardous Waste management
Attn: DHWM Manager
210 E. Aurora Road
Twinsburg, Ohio 44087

Any notice to Owner shall be sent to:

ASHTA Chemicals Inc.
Attn: Chief Financial Officer
3905 Middle Road
Ashtabula, Ohio 44005

Any notice to Holder shall be sent to:

ASHTA Chemicals Inc.
Attn: Chief Financial Officer
3905 Middle Road
Ashtabula, Ohio 44005

[Remainder of Page Intentionally Left Blank]

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

IT IS SO AGREED:

OWNER AND HOLDER:

ASHTA CHEMICALS INC.

By: _____

Printed Name: Richard L. Jackson

Title: Executive Vice President

Date: September 25, 2009

STATE OF OHIO)
) SS.
COUNTY OF ASHTABULA)

The foregoing instrument was acknowledged before me this 25th day of September, 20 Richard L. Jackson of ASHTA Chemicals Inc., on behalf of the company.

Margaret A. Coutts
Notary Public

My Commission Expires: 4/25/10

[SEAL]

MARGARET A. COUTTS
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 4/25/10

OHIO EPA:

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____
Chris Korleski, Director

Date: 10/7/09

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

Before me, a notary public, in and for said county and state, personally appeared Chris Korleski, the Director of Ohio Environmental Protection Agency, who acknowledged to me that he did execute the foregoing instrument on behalf of the agency.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 7th day of OCTOBER, 2009.

Charma Diane Casteel
Notary Public

My Commission Expires: May 10, 2014

[SEAL]

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

NOTARIAL SEAL STATE OF OHIO

This instrument prepared by:

J. Gregory Smith (0061728)
ULMER & BERNE LLP
88 East Broad Street, Suite 1600
Columbus, Ohio 43215
Phone 614-229-0000
Fax 614-229-0001
gsmith@ulmer.com
215724.v9

EXHIBIT A

[Legal Description of Property]

SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO: AND KNOWN AS BEING PART OF LOT 11, OLD SURVEY AND BEING IN TOWNSHIP 13-NORTH, RANGE 3-WEST OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF MIDDLE ROAD (ROAD NUMBER 400, SECTION A, 60 FEET WIDE) AT THE SOUTHEASTERLY CORNER OF LANDS DEEDED TO ESAB WELDING PRODUCTS, IN VOLUME 47, PAGE 9953 ASHTABULA COUNTY RECORDERS GENERAL INDEX, SAID POINT BEING SOUTH 49 DEGREES, 40 MINUTES, 00 SECONDS WEST, ALONG THE CENTERLINE OF MIDDLE ROAD, 1653.77 FEET FROM AN IDENTIFIED (ASH. CO. ENG.) IRON PIN (FOUND-KNOWN AS HIGHWAY STATION 82+35.05) AT THE INTERSECTION OF THE CENTERLINES OF COOK ROAD (ROAD NUMBER 403, 36 FEET WIDE) AND MIDDLE ROAD.

THENCE NORTHERLY, WESTERLY, NORTHERLY, WESTERLY AND NORTHERLY ALONG SAID ESAB'S LANDS THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES, 35 MINUTES, 00 SECONDS EAST, PASSING THROUGH A 3/4 INCH DIAMETER IRON PIN (FOUND IN CONCRETE AT 39.57 FEET) A TOTAL DISTANCE OF 1044.70 FEET TO A P.K. NAIL (SET).

THENCE NORTH 89 DEGREES, 25 MINUTES, 00 SECONDS WEST, 340.00 FEET TO A POINT, SAID POINT BEING 0.54 FEET EAST AND 0.25 FEET NORTH OF A CHAIN LINK FENCE POST (FOUND).

THENCE NORTH 00 DEGREES, 35 MINUTES, 00 SECONDS EAST, 150.00 FEET TO A POINT, SAID POINT BEING 0.75 FEET EAST OF A CHAIN LINK FENCE POST (FOUND).

THENCE NORTH 89 DEGREES, 25 MINUTES, 00 SECONDS WEST, 24.00 FEET TO A POINT, SAID POINT BEING 0.80 FEET EAST OF A CHAIN LINK FENCE POST (FOUND).

THENCE NORTH 00 DEGREES, 36 MINUTES, 00 SECONDS EAST, 1765.90 FEET TO AN IRON PIN (SET) ON THE SOUTHERLY LINE OF LANDS DEEDED TO ELKEM METALS, INC. IN VOLUME 115, PAGE 9023 ASHTABULA COUNTY RECORDER'S GENERAL INDEX.

THENCE EASTERLY, SOUTHERLY, EASTERLY AND SOUTHERLY ALONG SAID ELKEM METALS LANDS THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES, 21 MINUTES, 57 SECONDS EAST, PASSING THROUGH A CHAIN LINK FENCE POST (FOUND AT 560.68 FEET) A TOTAL DISTANCE OF 561.68 FEET TO A POINT.

THENCE SOUTH 00 DEGREES, 23 MINUTES, 23 SECONDS WEST, 680.87 FEET TO A POINT, SAID POINT BEING 1.00 FOOT EAST OF A CHAIN LINK FENCE POST (FOUND).

THENCE SOUTH 87 DEGREES, 54 MINUTES, 47 SECONDS EAST, 241.76 FEET TO A POINT, SAID POINT BEING 1.00 FOOT EAST OF A CHAIN LINK FENCE POST (FOUND).

THENCE SOUTH 00 DEGREES, 26 MINUTES, 53 SECONDS WEST, 325.19 FEET TO AN IRON PIN (SET)

AT A SOUTHWESTERLY CORNER OF SAID ELKEM'S LANDS.

THENCE SOUTH 00 DEGREES, 25 MINUTES, 16 SECONDS WEST, PASSING THROUGH A VERTICAL RAIL ROAD TIE (FOUND IN CONCRETE) AT 1520.97 FEET, A TOTAL DISTANCE OF 1560.41 FEET TO A POINT IN THE CENTERLINE OF MIDDLE ROAD.

THENCE SOUTH 49 DEGREES, 40 MINUTES, 00 SECONDS WEST, ALONG THE CENTERLINE OF MIDDLE ROAD 591.33 FEET TO THE PLACE OF BEGINNING AND CONTAINING 40.297 ACRES OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

BEING A COMBINATION OF A 25.380 ACRE PARCEL OF LAND DIVIDED FROM LANDS DEEDED TO LINCHEM, INC. IN VOLUME 48, PAGE 5186 ASHTABULA COUNTY RECORDERS GENERAL INDEX AND A 14.917 ACRE PARCEL OF LAND DIVIDED FROM LANDS DEEDED TO ESAB WELDING PRODUCTS, INC. IN VOLUME 41, PAGE 9953 ASHTABULA COUNTY RECORDERS GENERAL INDEX, AS PER A SURVEY COMPLETED IN MARCH 2007, BY ERIC B. WESTFALL, P.S., OHIO #7677, JEFFERSON, OHIO. ALL IRON PINS SET ARE 5/8 INCH DIAMETER REBAR, 30 INCHES LONG, CAPPED "WESTFALL, 7677", BASIS FOR BEARINGS HEREIN: CENTERLINE OF MIDDLE ROAD- SOUTH 49 DEGREES, 40 MINUTES, 00 SECONDS EAST-DEED.

EXHIBIT B

[Legal Description for Each Restricted Area]

CLOSURE AREA 1

SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO AND KNOWN AS BEING PART OF LOT 10, OLD SURVEY AND BEING IN TOWNSHIP 13-NORTH, RANGE 3-WEST OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF MIDDLE ROAD (ROAD NUMBER 400, SECTION A, 60 FEET WIDE) AT THE SOUTHEASTERLY CORNER OF LANDS DEEDED TO ASHTA CHEMICAL, INC. IN VOLUME 412, PAGE 362 ASHTABULA COUNTY OFFICIAL RECORDS; THENCE NORTH 00 DEGREES, 25 MINUTES, 16 SECONDS EAST, ALONG ASHTA'S EASTERLY LINE, 347.00 FEET TO A POINT; THENCE NORTH 89 DEGREES, 34 MINUTES, 44 SECONDS WEST, 31.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING.

THENCE NORTH 89 DEGREES, 34 MINUTES, 44 SECONDS WEST, 120.00 FEET TO A POINT.

THENCE NORTH 00 DEGREES, 25 MINUTES, 16 SECONDS EAST, 130.00 FEET TO A POINT.

THENCE SOUTH 89 DEGREES, 34 MINUTES, 44 SECONDS EAST, 120.00 FEET TO A POINT.

THENCE SOUTH 00 DEGREES, 25 MINUTES, 16 SECONDS WEST, 130.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 0.358 ACRES OF LAND.

CLOSURE AREA 2

SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO AND KNOWN AS BEING PART OF LOT 10, OLD SURVEY AND BEING IN TOWNSHIP 13-NORTH, RANGE 3-WEST OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT AN IDENTIFIED (WSTFALL) IRON PIN AT THE NORTHWESTERLY CORNER OF LANDS DEEDED TO ASHTA CHEMICAL, INC. IN VOLUME 412, PAGE 362 ASHTABULA COUNTY OFFICIAL RECORDS; THENCE SOUTH 00 DEGREES, 35 MINUTES, 00 SECONDS WEST, ALONG ASHTA'S WESTERLY LINE, 1305.00 FEET TO A POINT; THENCE SOUTH 89

DEGREES, 28 MINUTES, 11 SECONDS EAST, 55.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING.

THENCE SOUTH 89 DEGREES, 28 MINUTES, 11 SECONDS EAST, 17.00 FEET TO A POINT.

THENCE SOUTH 00 DEGREES, 31 MINUTES, 49 SECONDS WEST, 26.00 FEET TO A POINT.

THENCE NORTH 89 DEGREES, 28 MINUTES, 11 SECONDS WEST, 17.00 FEET TO A POINT.

THENCE NORTH 00 DEGREES, 31 MINUTES, 49 SECONDS EAST, 26.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 0.010 ACRES OF LAND.

EXHIBIT C

[Interests & Encumbrances in Restricted Areas]

1. EASEMENT TO **TRUSTEES OF ASHTABULA TOWNSHIP**, FILED FOR RECORD APRIL 15, 1959, ESTABLISHED BY THE INSTRUMENT RECORDED IN VOLUME 577, PAGE 226 OF ASHTABULA COUNTY RECORDS.

2. RIGHT-OF-WAY TO **THE EAST OHIO GAS COMPANY**, FILED FOR RECORD DECEMBER 16, 1960, ESTABLISHED BY INSTRUMENT RECORDED IN VOLUME 598, PAGE 154 OF ASHTABULA COUNTY RECORDS.

3. SUBJECT EASEMENT FROM UNION CARBIDE CORPORATION TO **THE EAST OHIO GAS COMPANY** FOR PIPE LINE PURPOSES, FILED FOR RECORD ON DECEMBER 29, 1961 AND RECORDED IN VOLUME 611, PAGE 180 OF ASHTABULA COUNTY RECORDS.

4. EASEMENT TO **THE EAST OHIO GAS COMPANY**, FILED FOR RECORD DECEMBER 28, 1961, ESTABLISHED BY THE INSTRUMENT RECORDED IN VOLUME 611, PAGE 189 OF ASHTABULA COUNTY RECORDS.

5. SUBJECT EASEMENT FROM UNION CARBIDE CORPORATION TO **THE BOARD OF TOWNSHIP TRUSTEES OF ASHTABULA TOWNSHIP**, ASHTABULA COUNTY, OHIO FOR ROADWAY, SLOPE AND UTILITY PURPOSES, FILED FOR RECORD ON SEPTEMBER 6, 1973 AND RECORDED IN VOLUME 758, PAGE 330 OF ASHTABULA COUNTY RECORDS.

6. AGREEMENT BY AND BETWEEN UNION CARBIDE CORPORATION, AND DETREX CHEMICAL INDUSTRIES, INC., FILED FOR RECORD FEBRUARY 4, 1974 AND RECORDED IN VOLUME 772, PAGE 201 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

    a. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED MARCH 2, 1983 AND RECORDED IN VOLUME 19, PAGE 3098 OF ASHTABULA COUNTY RECORDS.
    b. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED OCTOBER 10, 1989 AND RECORDED IN VOLUME 48, PAGE 5193 OF ASHTABULA COUNTY RECORDS.
    c. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED OCTOBER 12, 1989 AND RECORDED IN VOLUME 48, PAGE 5512 OF ASHTABULA COUNTY RECORDS.

7. SUBJECT EASEMENT FROM **UNION CARBIDE CORPORATION, A NEW YORK CORPORATION TO DETREX CHEMICAL INDUSTRIES, INC.**, A MICHIGAN CORPORATION, FILED FOR RECORD FEBRUARY 1, 1974, ESTABLISHED BY THE INSTRUMENT RECORDED IN VOLUME 772, PAGE 224 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

    a. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED MARCH 2, 1983 AND RECORDED IN VOLUME 19, PAGE 3098 OF ASHTABULA COUNTY RECORDS.
    b. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED OCTOBER 10, 1989 AND RECORDED IN VOLUME 48, PAGE 5193 OF ASHTABULA COUNTY RECORDS.
    c. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED OCTOBER 12, 1989 AND RECORDED INVOLUME 48, PAGE 5512 OF ASHTABULA COUNTY RECORDS.

8. EASEMENT TO DETREX CHEMICAL INDUSTRIES, INC., FILED FOR RECORD FEBRUARY 4, 1974, ESTABLISHED BY THE INSTRUMENT RECORDED IN VOLUME 772, PAGE 231 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

    a. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED MARCH 2, 1983 AND RECORDED IN VOLUME 19, PAGE 3098 OF ASHTABULA COUNTY RECORDS.
    b. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED OCTOBER 10, 1989 AND RECORDED IN VOLUME 48, PAGE 5193 OF ASHTABULA COUNTY RECORDS.
    c. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED OCTOBER 12, 1989 AND RECORDED IN VOLUME 48, PAGE 5512 OF ASHTABULA COUNTY RECORDS.

9. EASEMENT TO DETREX CHEMICAL INDUSTRIES, INC., FILED FOR RECORD FEBRUARY 4, 1974, ESTABLISHED BY THE INSTRUMENT RECORDED IN VOLUME 772, PAGE 250 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

a. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED MARCH 2, 1983 AND RECORDED IN VOLUME 19, PAGE 3098 OF ASHTABULA COUNTY RECORDS.

b. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED OCTOBER 10, 1989 AND RECORDED IN VOLUME 48, PAGE 5193 OF ASHTABULA COUNTY RECORDS.

c. ASSIGNMENT AND ASSUMPTION AGREEMENT, FILED OCTOBER 12, 1989 AND RECORDED IN VOLUME 48, PAGE 5512 OF ASHTABULA COUNTY RECORDS.

10. RECITALS AND RESERVATIONS CONTAINED IN THE DEED FROM THE CEICO COMPANY TO I.M.C. CHEMICAL GROUP, INC., FILED FOR RECORD ON DECEMBER 29, 1976 AND RECORDED IN VOLUME 867, PAGE 179 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

11. COVENANTS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED VOLUME 867, PAGE 185 OF ASHTABULA COUNTY RECORDS, AND AMENDMENTS/SUPPLEMENTS OF RECORD, IF ANY. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

12. EASEMENT TO UNION CARBIDE CORPORATION, FILED FOR RECORD DECEMBER 30, 1976, ESTABLISHED BY THE INSTRUMENT RECORDED IN VOLUME 867, PAGE 188 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

13. EASEMENT TO **THE OHIO WATER DEVELOPMENT AUTHORITY**, FILED FOR RECORD JANUARY 25, 1977, ESTABLISHED BY THE INSTRUMENT RECORDED IN VOLUME 869, PAGE 172 OF ASHTABULA COUNTY RECORDS.

14. EASEMENT AND RESERVATIONS AS CONTAINED IN THE DEED FROM UNION CARBIDE CORPORATION, TO ELKEM INVEST, INC., FILED FOR RECORD JULY 1, 1981, RECORDED IL VOLUME 14, PAGE 1686 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

15. RIGHT-OF-WAY FROM UNION CARBIDE CORPORATION, TO **THE EAST OHIO GAS COMPANY**, FILED FOR RECORD DECEMBER 8, 1981, ESTABLISHED BY INSTRUMENT RECORDED IN VOLUME 15, PAGE 4759 OF ASHTABULA COUNTY RECORDS, UPON, WITHIN AND ACROSS CAPTION AND MORE LAND.

16. EASEMENT AND RESERVATIONS AS CONTAINED IN THE DEED FROM UNION CARBIDE CORPORATION, TO L-TEC COMPANY, FILED FOR RECORD AUGUST 9, 1985, RECORDED IN VOLUME 30, PAGE 2419 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY]**

17. EASEMENT AND RESERVATIONS AS CONTAINED IN THE DEED FROM L-TEC COMPANY, TO ESAB WELDING PRODUCTS, INC., FILED FOR RECORD AUGUST 28, 1989, RECORDED IN VOLUME 47, PAGE 9953 OF ASHTABULA COUNTY RECORDS. **[CURRENT INTERESTED PARTIES: ASHTA CHEMICALS, INC. (f/k/a LINCHEM, INC.), ESAB WELDING PRODUCTS, INC. AND ELKEM METALS COMPANY].**

18. OIL AND GAS LEASE FROM **LINCHEM, INC. TO THE CLINTON OIL COMPANY**, FILED FOR RECORD AUGUST 19, 1991, FOR A TERM OF 12 CONSECUTIVE MONTHS, RECORDED IN VOLUME 56, PAGE 9803 OF ASHTABULA COUNTY RECORDS.

19. AFFIDAVIT, FILED FOR RECORD MARCH 8, 1994 AND RECORDED IN VOLUME 72, PAGE 6056, OF ASHTABULA COUNTY RECORDS.

20. AFFIDAVIT OF FACTS REGARDING NAME CHANGE, FILED FOR RECORD MAY 14, 2001, RECORDED IN VOLUME OR 158, PAGE 1438 OF OFFICIAL RECORDS OF ASHTABULA COUNTY RECORDS.

21. ASHTABULA COUNTY TREASURER- GENERAL REAL ESTATE TAXES