

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

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Morgan Advanced Ceramics, Inc. ("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 described herein (the "Property") to the activity and use limitations set forth herein.

This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations provided in paragraph 5;
- Give notice to new Property owners (also known as "Transferees") upon conveyance of the Property, as required by paragraph 9, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 14 days of each conveyance, as required by paragraph 9, of the property that was conveyed and new owner's contact information.

WHEREAS, Owner is owner of certain real property consisting of approximately 6.89 acres located at 232 Forbes Road, Bedford, Cuyahoga County, Ohio and legally described in Attachment A hereto (collectively referred to herein as the "Property").

WHEREAS, the Property was used for industrial operations, including two hazardous waste storage areas: an inside hazardous waste storage area and an outside hazardous waste storage pad.

WHEREAS, the Property entered Ohio EPA's Hazardous Waste Closure Program on December 15, 1986 via submittal of a Partial Closure Plan, which was approved by Ohio EPA, to close the inside hazardous waste storage area (formally closed on June 24, 1996) and the outside hazardous waste storage area that General Dynamics Global Imaging Technologies, Inc. is now performing.

WHEREAS, Hazardous waste closure of the inside hazardous waste storage area was achieved on June 24, 1996.

WHEREAS, the Closure Plan was amended in 2001, 2002, 2013, and 2019 to address the outside hazardous waste storage area, a portion of the Property within Parcel 79501022, depicted and labeled on Attachment B as "Closure Unit," in accordance with the Ohio EPA approved Amended Closure Plan – Revision 6, Former Vernitron Piezoelectric Site, OHD 052 324 290 for the Property dated September 2019.

WHEREAS, the contaminants of concern defined in the Amended Closure Plan for the Closure Unit are: Acetone, Benzene, 2-Butanone, Carbon Disulfide, Chloroform, Cyclohexane, 1,1-Dichloroethylene, cis-1,2-Dichloroethylene, trans-1,2-Dichloroethylene, Ethylbenzene, Methylene Chloride, Naphthalene, Tetrachloroethylene, Toluene, Trichloroethylene, 1,2,4-Trimethylbenzene, Vinyl Chloride, m,p-Xylene, and o-Xylene.

WHEREAS, RCRA closure elements of the Amended Closure Plan were implemented for soil materials removal in 2013 and for groundwater treatments in 2015, 2016, and 2020.

WHEREAS, the Soil Management Plan for the Closure Unit was submitted to Ohio EPA in May 2023. Future amendments, if any, to the Soil Management Plan are subject to approval by the property Owner and Ohio EPA.

WHEREAS, a portion of the remedy for the Closure Unit includes the activity and use limitations set forth in this Environmental Covenant.

WHEREAS, the activity and use limitations protect against exposure to the hazardous substances in ground water and soil on or underlying the Property.

Whereas, the Administrative Record for the hazardous waste closure work is maintained as the file titled Vernitron Piezoelectric in the Ohio EPA Northeast District Office, 2110 East Aurora Road Twinsburg, Ohio 44087.

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 6.89-acre tract of real property located at 232 Forbes Road, City of Bedford, in Cuyahoga County, Ohio, and more particularly described in Attachment A attached hereto and incorporated by reference herein (the "Property").
3. Owner. The Property is owned by Morgan Advanced Ceramics, Inc. ("Owner"), with a place of business located at 4000 West Chase Blvd, Suite 170, Raleigh, NC 27607.

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 closure remedy described in the Amended Closure Plan – Revision 6, Owner hereby imposes and agrees to comply with the following activity and use limitations:

a. **Ground Water Extraction and Use Prohibition.**

Groundwater underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring or remediation of the groundwater, or for extraction in conjunction with construction or excavation activities or maintenance of subsurface utilities, such as to dewater a trench.

b. **Soil Management Requirements.**

Excavation at depths exceeding 11 feet bgs within the portion of the Property described as the Closure Unit in Attachment B shall only be conducted in accordance with the Soil Management Plan, or as amended and/or superseded by written approval from Ohio EPA.

c. **Property Use.**

The Property shall not be used for residential activities. As used in this Environmental Covenant, 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, preschools and (K-12) educational facilities;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Planting in the ground food-chain products by agricultural means for animal or human consumption.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest of such Owner during such person or entity's fee ownership of any portion of the Property ("Transferee"), and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein.

Notwithstanding the foregoing, this Environmental Covenant shall impose no obligations whatsoever on any persons or entities, including Owner or any Transferee, once those persons or entities have divested themselves of their fee interest(s) in the Property or any portion thereof.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 and 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 against 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's authorized representatives the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owner[s] or any Transferee shall annually submit to Ohio EPA, before June 1st of each year, written documentation, verifying that the activity and use limitations remain in place and are being complied with. Documentation shall be due to Ohio EPA on June 1st of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

10. 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 shall reference its recording date and location. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF CUYAHOGA COUNTY ON _____, 202__, IN BOOK____, PAGE _____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: A.) GROUNDWATER EXTRACTION AND USE PROHIBITION, B.) SOIL MANAGEMENT REQUIREMENTS, AND C.) PROPERTY USE.

Owner or Transferee, if applicable, shall notify Ohio EPA within fourteen (14) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. 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 and that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;
- 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;

12. Amendment or Termination.

This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner, or a Transferee, if applicable; Holder or its assignees, if any; and the Director of the Ohio EPA, pursuant to ORC §§ 5301.82 and 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 so long as there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean 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, if applicable, of the Property or any portion thereof, and Holder or its assignees, if any. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee, if applicable, shall file such instrument for recording with the Cuyahoga County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA and Holder or its assignees, if any.

13. 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.

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

15. Recordation. Within thirty (30) days after the date of the final required signature, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Cuyahoga County Recorder's Office.

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. Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA, the City of Oakwood and the City of Bedford, Cuyahoga County.

18. Notice. Unless otherwise notified in writing by any party hereto or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer, Ohio EPA Project ID No 218 001 620 002

Or, send electronically to: records@epa.ohio.gov

And

Ohio EPA – Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn.: DERR Site Coordinator Ohio EPA Project ID No 218 001 620 002


As to Owner:

Matt Latrick, Esq.
Morganite Industries, Inc.
251 Forrester Drive
Greenville, SC 29607

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

IT IS SO AGREED:

Morgan Advanced Ceramics, Inc.



Signature of Owner

Matthew Latrick, Corporate Secretary

Printed Name and Title

State of South Carolina)

County of Greenville)

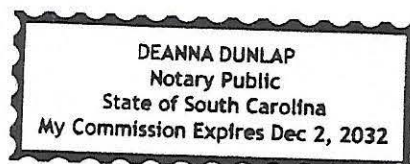
ss:

Before me, a notary public, in and for said county and state, personally appeared Matthew Latrick, a duly authorized representative of the Owner, who acknowledged to me the execution of the foregoing instrument on behalf of the Owner. This is an acknowledgement clause; no oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 3 day of August, 2023



Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY



Anne M. Vogel, Director


State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Anne M. Vogel, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA. This is an acknowledgement clause; no oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 24 day of AUGUST, 2023.



SUPORA HUNTER
Notary Public, State of Ohio
My Commission Expires 09-21-25



Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Anne M. Vogel, Director

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Anne M. Vogel, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA. This is an acknowledgement clause; no oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____, 202__.

Notary Public

Environmental Covenant

Attachment A. Legal Description

DE 30
808218

VOL. 98-09067 PAGE 34

AFFIDAVIT OF FACTS RELATING TO TITLE
(Ohio Rev. Code § 5301.252)

GARY STEPHEN, being first duly sworn, deposes and states that:

1. I am the Secretary of MORGAN MATROC INCORPORATED, a Delaware corporation.
2. On December 29, 1989, MM PIEZO PRODUCTS, INC. was merged into MORGAN MATROC INCORPORATED. A certified copy of the Certificate of Merger from the State of Delaware is attached hereto as Exhibit "A".
3. As a result of this merger, MORGAN MATROC INCORPORATED is now the name of the legal entity which owns the following described real estate:

PARCEL NO. 2

Situated in the Village of Oakwood, County of Cuyahoga and State of Ohio: and known as being Sublot No. 4 in The Bedford Acreage Allotment No. 1 of part of Original Bedford Township Lot No. 77, as shown by the recorded plat in Volume 46 of Maps, Page 13 of Cuyahoga County Records, and being 110 feet front on the Easterly side of Wright Avenue, and extending back of equal width 356 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

PARCEL NO. 3

Situated in the Village of Oakwood, County of Cuyahoga and State of Ohio: and known as being the Westerly 118 feet of the Southerly one-half of Sublot No. 31 in The Bedford Acreage Allotment No. 1 of part of Original Bedford Township Lot No. 77, as shown by the recorded plat in Volume 46 of Maps, Page 13 of Cuyahoga County Records, and being 55 feet by 118 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

PARCEL NO. 4

Situated in the Village of Oakwood, County of Cuyahoga and State of Ohio: and known as being the Westerly 118 feet of the Northerly one-half of Sublot No. 31 in The Bedford Acreage Allotment No. 1 of part of Original Bedford Township Lot No. 77, as shown by the recorded plat in Volume 46 of Maps, Page 13 of Cuyahoga


RECORDED
INDEXED
CUM INDEX
98 JUL 17 PM 1:59

County Records, and being 55 feet by 118 feet, as appears by said plat, be the same more or less, but subject to all legal highways. ✓

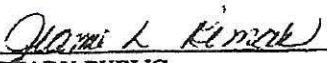
Address: 0 Wright Avenue
Oakwood Village, Ohio 44146

PPN: 795-01-022

FURTHER AFFIANT SAYETH NAUGHT.


GARY STEPHEN, Secretary
MORGAN MATROC INCORPORATED

SWORN TO BEFORE ME and subscribed in my presence this 8th day of July,
1998.


NOTARY PUBLIC
JEANNE L. RENAR
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires June 15, 2000

State of Delaware
Office of the Secretary of State PAGE 1

VOL. 98-09067 PAGE 36

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MM PIEZO PRODUCTS, INC.", A DELAWARE CORPORATION,
WITH AND INTO "MORGAN MATROC INCORPORATED" UNDER THE NAME OF
"MORGAN MATROC INCORPORATED", A CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D.
1989, AT 8:30 O'CLOCK A.M.



2085411 8100M
981220769



Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION
DATE

9137693

06-15-98

899363015

CERTIFICATE OF MERGER

OF

MM PIEZO PRODUCTS, INC.

INTO

MORGAN MATROC INCORPORATED

FILED
830 AM
DEC 29 1998

[Signature]
1998

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

NAME	STATE OF INCORPORATION
Morgan Matroc Incorporated	Delaware
MM Piezo Products, Inc.	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is Morgan Matroc Incorporated.

FOURTH: That the Certificate of Incorporation of Morgan Matroc Incorporated, a Delaware corporation which is

the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for in this agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 504 North Ashe Avenue, Dunn, North Carolina 28334.

SIXTH: That a copy of the agreement of merger will be furnished by the surviving corporation on request and without cost to any stockholder of any constituent corporation.

SEVENTH: This certificate of merger shall be effective as of the opening of business on December 29, 1989.

Date: December 29, 1989

MORGAN MATROC INCORPORATED

By

Wesley H. Hines, Jr.
President

ATTEST:

By

Secretary

the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for in this agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 504 North Ashe Avenue, Dunn, North Carolina 28334.

SIXTH: That a copy of the agreement of merger will be furnished by the surviving corporation on request and without cost to any stockholder of any constituent corporation.

SEVENTH: This certificate of merger shall be effective as of the opening of business on December 29, 1989.

Date: December 29, 1989

MORGAN MATROC INCORPORATED

By _____
President

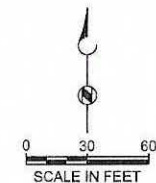
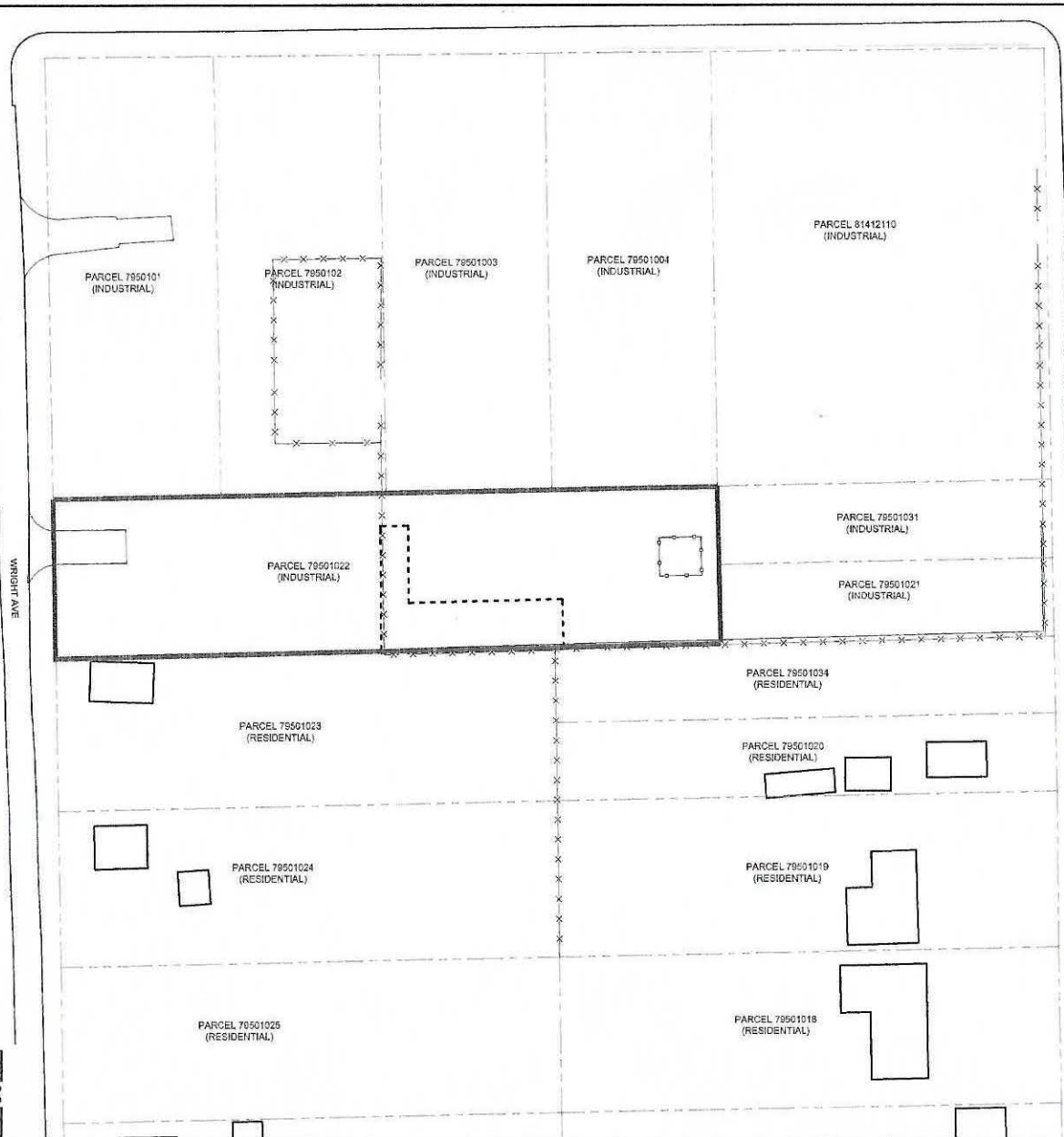
ATTEST:

By *Robert S. Baker*
Secretary

Environmental Covenant

Attachment B. Property Parcels

**Brown AND
Caldwell**



EXPLANATION

- Closure Unit
- x-x- Fence Line
- - - - Parcel/Property Line
- ▭ Offsite Building/Structures

Attachment B
Property Parcels
232 FORBES ROAD
BEDFORD, OHIO