

LAND USE COVENANT

D. J. Land Company, LLC and Providence Greene, LLC have entered into a Voluntary Remediation Agreement (hereinafter referred to as "the Agreement") with the Department of Environmental Protection for the State of West Virginia pursuant to the Voluntary Remediation and Redevelopment Act, W.Va. Code §§ 22-22-1 through 22-22-21 (hereinafter referred to as "the Act"), for certain property, located at 8 Fifth Street, Wheeling, West Virginia in the First District, Ohio County, West Virginia and more particularly described in a deed of record (Deed Book 744, page 216; Deed Book 744, page 211; Deed Book 730, page 25) in the office of the Clerk of the County Commission of Ohio County, West Virginia. In the Agreement, the current owner of this property, Providence Greene, LLC, hereinafter referred to as "Owner," has agreed to the imposition of the restrictions on this property, as required by the Agreement. The Agreement allows certain levels of contamination to remain on the property and requires a land use covenant be recorded in the office of the Clerk of the Ohio County Commission for the purposes of protecting public health and the environment and to prevent interference with the performance, operation and maintenance of any remedial actions required by the Agreement.

NOW THEREFORE, the following restrictions shall apply to this property:

1. The Owner shall prohibit all activities on the property which may interfere with the remedial action required by the Agreement.
2. The Owner shall prohibit all activities that may result in human exposures above those specified by the Agreement or that would result in the release of a contaminant that was contained as part of the remedial action. These activities include, but are not limited to:
 - a. Removal or compromise of the integrity of existing engineering controls, which must be maintained in perpetuity. Engineering controls include the slab-on-grade building foundations, sidewalks, asphalt pavement, and soil cover (minimum 12 inches thickness).
3. The Owner shall restrict the uses of the property to:
 - a. Provided that existing engineering controls are maintained, site use is not restricted.

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4. The Owner shall provide written notice to the Secretary of the Department of Environmental Protection of the intent to transfer any interest in the property.
5. The Owner shall not convey any title, easement, or other interest in the property without adequate and complete provision for the continued implementation, operation and maintenance of any remedial action that has been implemented on the property pursuant to the Agreement and without assuring prevention of the releases and exposures described in the provisions of paragraph 2, above.
6. The Owner shall grant the West Virginia Department of Environmental Protection and its designated representatives the right to enter the property at reasonable times for the purpose of monitoring compliance with the Agreement, and the Certificate of Completion, including the right to take samples, inspect the operation to evaluate the effectiveness of remedial activities, and inspect records all as provided in the Agreement.
7. The Department of Environmental Protection may enforce the restrictions set forth in this Land Use Covenant by legal action in a court of appropriate jurisdiction.
8. In accordance with the provisions of the Act regarding land use covenants, W. Va. Code §22-22-15, and in addition to any rights or duties contained in the Certificate of Completion, this Land Use Covenant relieves the applicant, its successors and assigns, the Owner and any subsequent successors and assigns of the Owner, and any person identified in W. Va. Code §22-22-18 from all civil liability to the state as provided under the Act so long as the property complies with the applicable standards identified in the Agreement.
9. The restrictions and other requirements described in this Land Use Covenant shall run with the land and shall be binding upon any future owners, successors or assigns and their authorized agents, employees or persons acting under their direction or control. Subject to subsequent written modification or release signed by the Secretary and the owner at the time of such modification or release, and filed in the office of the Clerk of the County Commission of the county where these covenants have been recorded, this Land Use Covenant shall continue in perpetuity.

10. If any provision of this Land Use Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired and in full force and effect.

11. This Land Use Covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the Secretary of the West Virginia Department of Environmental Protection, or his successor in accordance with regulations promulgated by the Secretary or his successor. Within 5 days of executing an amendment, modification or termination of this Land Use Covenant, the Owner shall record such amendment, modification or termination with the Clerk of the Ohio County Commission, and within 5 days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary of the Department of Environmental Protection.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the said Owner of the above-described property and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed

this 11th day of July, 2006.

SIGNED:

David Cooper Jr.
Property Owner
as General Counsel of
DJ Land Company, LLC and
Providence Greco, LLC

Ken Ellison, Director
Secretary, Department of Environmental Protection

I, Tammy S. Greene, a Notary Public in and for the State and County aforesaid, do hereby certify that DAVID COOPER JR., whose name is signed to the writing above, bearing date the 11th day of July, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 11th day of July, 2006
My commission expires 9-19-10

Tammy S. Greene



TAMMY S. GREENE
Notary Public, State of Ohio
My Commission Expires 09-19-10

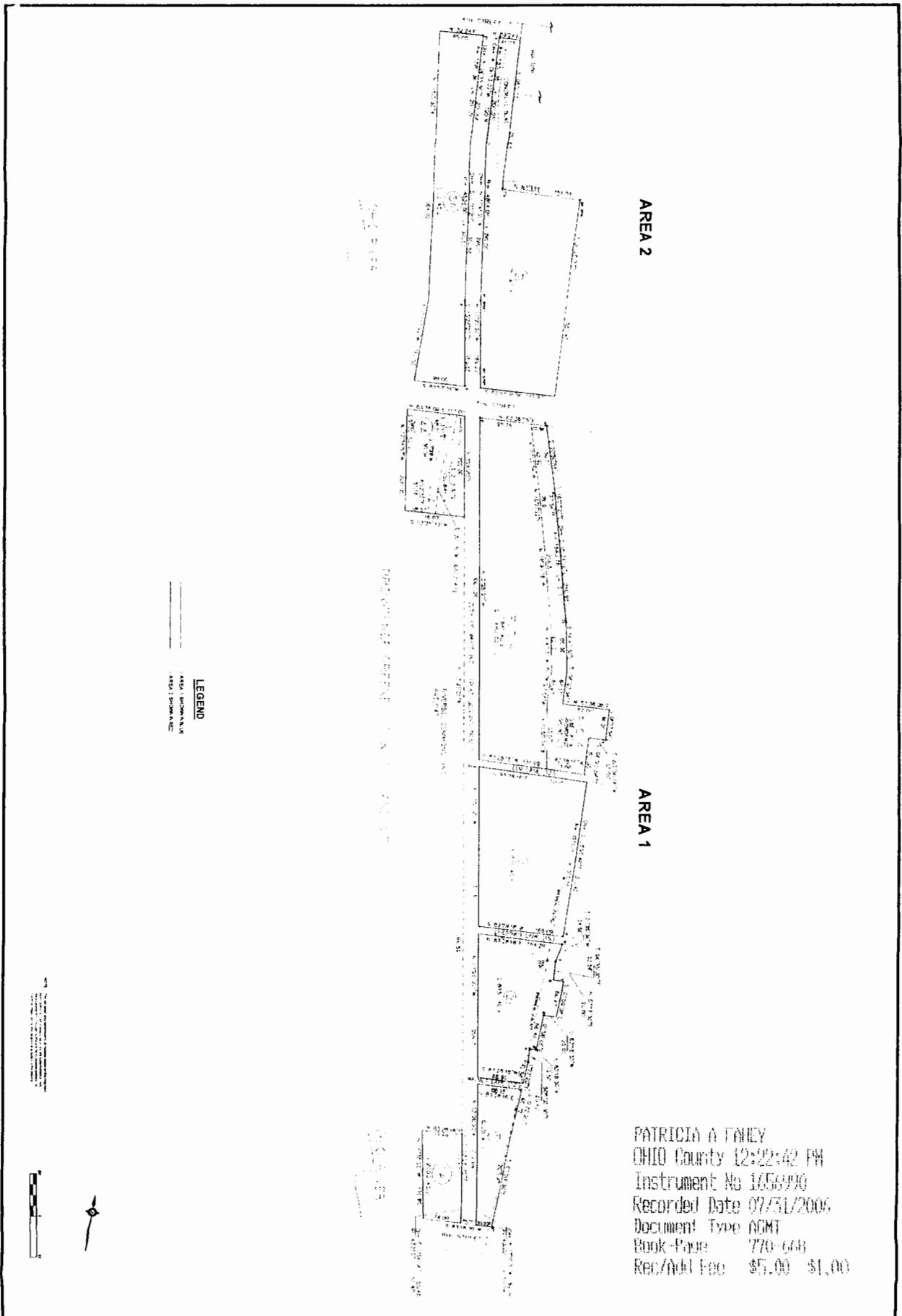
I, Rhonda J. McGlothlin, a Notary Public in and for the State and County aforesaid, do hereby certify that Ken Ellison, whose name is signed to the writing above, bearing date the 26th day of July, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 26th day of July, 2006
My commission expires April 26, 2010

Rhonda J. McGlothlin
Notary Public



Please return the recorded document to the Secretary of the WVDEP, Attn: Ken Ellison, Director, Office of Environmental Remediation, West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 25304.



AREA 2

AREA 1

PATRICIA A FAHEY
 OHIO County 12:22:42 PM
 Instrument No 1656990
 Recorded Date 07/31/2006
 Document Type AGMT
 Book-Page 770-672
 Rec/Adm Fee \$5.00 \$1.00

EXHIBIT A	DJ LAND AND PROVIDENCE PROPERTY WHEELING, WEST VIRGINIA	<table border="1"> <tr><td>DATE:</td><td>JUNE 2006</td></tr> <tr><td>SCALE:</td><td>1" = 40'</td></tr> <tr><td>PROJECT NO.:</td><td>0701</td></tr> <tr><td>FILE NO.:</td><td>SP1656990</td></tr> </table>	DATE:	JUNE 2006	SCALE:	1" = 40'	PROJECT NO.:	0701	FILE NO.:	SP1656990	<table border="1"> <tr><th>No.</th><th>Date</th><th>Revised</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	No.	Date	Revised													Prepared by:  Marshall Miller and Associates Multiple, Environmental, Software & Engineering, Inc. 1000 1st St. S.W. 1000 1st St. S.W. 1000 1st St. S.W. Charleston, WV Charleston, WV Charleston, WV
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SCALE:	1" = 40'																										
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SITE MAP - AREAS 1 AND 2																											