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November 12, 2007

Mr. Nick Colasante
1445 Stewartstown Road
Morgantown, WV 26505

Re: Voluntary Remediation Agreement by and between:
West Virginia Division of Transportation, Division of Highways;
Glenmark Holding Limited Liability Company; and
Department of Environmental Protection for the State of West Virginia.

Dear Nick:

Please find enclosed the original, recorded Land Use Covenant, executed by Glenmark Holding Limited Liability Company and West Virginia Department of Environmental Protection, of record in Deed Book 1353, at Page 496.

If you have any questions, please give me a call.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Brian D. Gallagher'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian D. Gallagher

BDG/kam

Enclosure

MO377285.1

LAND USE COVENANT

539831
1353-496

West Virginia Division of Transportation, Division of Highways and Glenmark Holding, Limited Liability Company 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 1550 Earl Core Road, Morgantown, Monongalia County, West Virginia and more particularly described as a portion of the property conveyed to Glenmark Holding Limited Liability Company by a deed of record in the office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1256 at page 445, and being identified on the Tax Maps of Monongalia County, West Virginia as City of Morgantown, Map 31, Parcel 108, said property containing 2.425 acres, more or less. In the Agreement, the current owner of this property, Glenmark Holding, 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 Monongalia 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 and 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. The Owner shall restrict the uses of the property to non-residential uses and activities, and shall prohibit "residential land use" of the property as defined by 60CSR3.
2. 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.

3. 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 1, above.

4. 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 all records as provided in the Agreement.

5. 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.

6. 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.

7. 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.

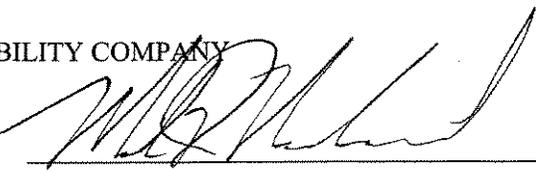
8. If any provision of this Land Use Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired and in full force and effect.

9. 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 Monongalia 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.

The undersigned persons executing this Land Use Covenant on behalf of the Owner represent and certify that they are duly authorized and have been fully empowered to execute and deliver this Land Use Covenant.

WITNESS that this Land Use Covenant was signed on behalf of the parties indicated below on the dates indicated:

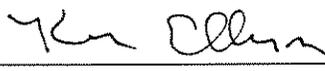
GLENMARK HOLDING LIMITED LIABILITY COMPANY

Executed 10/4, 07 By: 

Name: Mark R. Nesselroad

Title: Member

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Executed 10/18, 07 By: 

Name: Ken Ellison

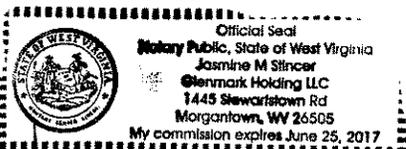
Title: Director, Division of Land Restoration

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this 4 day of October,
2007, by Walter K. Rossignol, Walter K. Rossignol of Glenmark
Holding Limited Liability Company, a West Virginia limited liability company, on behalf of said
limited liability company, by authority duly given.

My commission expires: JUNE 25, 2017

[NOTARY SEAL]

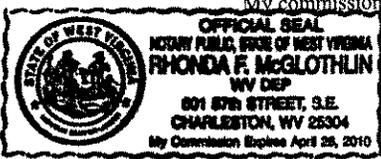


Jasmine M. Sincer Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

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 18th day of October,
2007, has this day acknowledged same to be his true act and deed.

Given under my hand this the 18th day of October, 2007
My commission expires April 26, 2010



Rhonda J. McGlothlin Notary Public

This recorded document is to be returned to the Secretary of the WVDEP located at the following
address:

Attention: Ken Ellison
601 57th Street SE
Charleston, West Virginia 25304
(304) 926-0455

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA
TO WIT:

I, Carye L. Blaney, Monongalia County Clerk, do hereby
certify that the foregoing writing, with certificate thereto
annexed, was this day produced to me in my office and duly
admitted to record.

Witness my hand

Carye L. Blaney, Clerk

Monongalia County Clerk
Carye L. Blaney
AGREEMENT Drawer 4
Date/Time: 10/23/2007 10:59
Inst #: 257107
Recd/Tax: 6.00 .00