LAND USE COVENANT

Recorded In DEED BK 2663 PG 13, 06/12/2006 01:08:46 PMLeed Tax 0.00, Recording Fee 13.00, TOTAL 13.00
Vera J. McCormick, County Clerk, Kanawha County, WV

Poor Charlie & Company, Incorporated (Applicant) entered into a Voluntary Remediation Agreement dated September 17, 1998 (hereinafter referred to as "the Agreement"), and modified on November 9, 2001, 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 22-22-2 (hereinafter referred to as "the Act"), for certain property, Raleigh Junk Company Campbell's Creek (Reed) Yard, 141 Campbell's Creek Road (County Route 73), Charleston, West Virginia 25323. The site, comprised of two tracts, is further described in deeds of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia as follows:

Tract Number	Property Owner	Tax Map	Parcel No.	Deed Book	Page Number
Tract No. 1	Poor Charlie and Company, Inc.	18C	4 & 5	2275	502
		18C	7	1161	509
		18C	8.1	1611	112
		18C	43	2197	617
Tract No. 2 (Leased)					
Lease No. 1 (1st Tract)	Jane G. Chaney	18	27	967	299
Lease No. 2 (2nd Tract)	James M. Poindexter	18C	3	970	362
Lease No. 3	Thomas G. Juzwik	18C	3	970	362

Paragraph 78 of the Agreement requires the Applicant, and the Owners of said property, to file a Land Use Covenant with the Clerk of the County Commission of Kanawha County. 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 County Commission of Kanawha County 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, as the Applicant and the Secretary of the West Virginia Department of Environmental Protection have provided in the Agreement, the following restrictions shall apply to this property:

1. The Owner shall restrict the uses of the property to commercial and industrial purposes. This restriction prohibits use of the property for any residential use, including schools, daycare centers, nursing homes, or other residential-style facilities or recreational areas.

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 prohibited activities include, but are not limited to:

a) Excavation, drilling or penetration of the three types of caps remaining after the remediation, unless the excavation operations and activities are either performed by a qualified and knowledgeable contractor that is aware of any potential release of a contaminant and has a Health and Safety Plan to protect the public and workers, or a contractor working under the direct supervision of a Licensed Remediation Specialist (LRS), or a similarly qualified individual or organization. The three types of caps consist of the following: (i) geosynthetic overlain by gravel, (ii) geosynthetic overlain by four inches of limestone gravel and four inches of asphalt pavement, and (iii) minimum of eight inches of compacted soil over three former polychlorinated biphenyls (PCBs) Remediation Waste Areas. Drawings 1 through 4 depicting the site, describing the capped areas, and schematics showing capped construction details are attached to and are part of this Land Use Covenant.

b) The current limestone gravel and asphalt paved area shall be maintained in a contiguous, unbroken, condition. The former PCB Remediation Waste Areas capped areas shall be maintained with a minimum of eight inches of compacted soil. If excavated material is found to be contaminated, the removed materials shall be disposed in a proper manner. Following completion of any construction in the capped areas, the exposed surface within the area of the former paving, shall be covered with concrete or asphalt paving in a similar manner to the pre-construction surface that results in a contiguous, unbroken, surface.

3. Areas of the property that contained PCB Remediation Wastes have been remediated to reduce PCB levels to less than or equal to 50 parts per million, and are restricted to use a low occupancy area, [i.e., a specific outdoor area where occupancy by any individual not wearing dermal and respiratory protection for a calendar year is less than 335 hours (an average of 6.7 hours per week)]. The Owner will maintain a protective soil cap (minimum eight inches compacted soil) over, or a fence around, the remediated areas in accordance with Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions, United States Code of Federal Regulations, Title 40, Part 761 (a)(4)(B)(2).

4. 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) Extraction of groundwater at the site for any potable or non-potable use, with the exception of extraction of groundwater from properly permitted environmental monitoring wells for purposes of groundwater monitoring.

5. The Owner shall provide written notice to the Secretary of the West Virginia Department of Environmental Protection of the intent to transfer any interest in the property

6. 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 3, above.

7. 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.

8. The West Virginia Department of Environmental Protection may enforce the restrictions set forth in this Land Use Covenant by legal action in a court of appropriate jurisdiction.

9. 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 Owner and any subsequent successors and assigns of the Owner 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.

10. 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 of the West Virginia Department of Environmental Protection and the Owner at the time of such modification or release, and filed in the office of the Clerk of the County Commission of Kanawha County where these covenants have been recorded, this Land Use Covenant shall continue in perpetuity.

11. 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.

12. 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 successor. Within five 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 County Commission of Kanawha County, and within five days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary of the West Virginia Department of Environmental Protection.

IN WITNESS WHEREOF, the said Owners of the above described properties and the Secretary of the West Virginia Department of Environmental Protection have caused this Land Use Covenant to be executed this 3rd day of March, 2006.

SIGNED:

Applicant – Poor Charlie & Company, Inc.

Secretary, West Virginia Department of Environmental Protection

Jane G. Chaney, Successor Trustee under Agreement dated January 3, 1963, between H.H. Smallridge, Grantor and John D. Smallridge, Trustee.

Julie P. Myers, Co-Executrix of the Estate of James M. Poindexter

Karen Poindexter, Co-Executrix of the Estate of James M. Poindexter

Thomas G. Juzwik

I, Tina Boggess, a Notary Public in and for the State and County aforesaid, do hereby certify that **Poor Charlie & Company, Inc.**, whose name is signed to the writing above, bearing date the 3rd day of March, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 3rd day of March, 2006

My commission expires Feb 3 2014

Tina J Boggess

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
TINA L. BOGGESS
1542 SPICEWOOD ROAD
KENNA, WV 25248
My commission expires February 3, 2014

I, Rhonda F. McGlothlin a Notary Public in and for the State and County aforesaid, do hereby certify that **Secretary, West Virginia Department of Environmental Protection**, whose name is signed to the writing above, bearing date the 7th day of June, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 7th day of June, 2006

My commission expires April 26, 2010

Rhonda F. McGlothlin

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
RHONDA F. McGLOTHLIN
WV DEP
601 57th STREET, S.E.
CHARLESTON, WV 25304
My Commission Expires April 26, 2010

I, Paula Jo Campbell, a Notary Public in and for the State and County aforesaid, do hereby certify that **Jane G. Chaney, Successor Trustee under Agreement dated January 3, 1963, between H.H. Smallridge, Grantor and John D. Smallridge, Trustee**, whose name is signed to the writing above, bearing date the 3rd day of March, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 3rd day of March, 2006

My commission expires August 11, 2014

Paula Jo Campbell

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
PAULA JO CAMPBELL
211 Georges Drive, Apt. D302
Charleston, WV 25306
My Commission Expires Aug. 11, 2014

I, James N. Vance, a Notary Public in and for the State and County aforesaid, do hereby certify that **Julie P. Myers, Co-Executrix of the Estate of James M. Poindexter**, whose name is signed to the writing above, bearing date the 21st day of March, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 21st day of March, 2006

My commission expires July 17, 2008

JAMES N. VANCE
Notary Public, State of Ohio
My Commission Expires July 17, 2008

Notary Public

I, Kimberlee B Gravely, a Notary Public in and for the State and County aforesaid, do hereby certify that **Karen Poindexter, Co-Executrix of the Estate of James M. Poindexter**, whose name is signed to the writing above, bearing date the 23 day of March, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 23 day of March, 2006

My commission expires April 11, 2015

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
KIMBERLEE B. GRAVELY
300 Summers Street
Charleston, WV 25301
My Commission Expires April 11, 2015

Kimberlee B Gravely
Notary Public

I, TONJIA HARBERT, a Notary Public in and for the State and County aforesaid, do hereby certify that **Thomas G. Juzwik**, whose name is signed to the writing above, bearing date the 12 day of April, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 12 day of April, 2006

My commission expires December 30, 2009

OFFICIAL SEAL
Notary Public, State of West Virginia
TONJIA L. HARBERT
840 Greenbrier St.
St. Albans, WV 25177
My commission expires December 30, 2009

Tonjia Harbert
Notary Public

Notice to the Clerk of the County Commission of Kanawha County:
It is requested that a true and executed copy of the recorded deed with this attached Land Use Covenant be forwarded to the Secretary of the West Virginia Department of Environmental Protection.