

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 15th day of August, 2022, by Standard Fusee Corporation d/b/a Orion Safety Products, 3157 North 500 West, Peru, Indiana 46970 (together with all successors and assignees, collectively ("Owner")).

WHEREAS: Owner is the fee owner of certain real estate in the Counties of Cass and Miami, Indiana, which is located at 3157 North 500 West, Peru, Indiana 46970 and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on April 11, 1997 and recorded on April 29, 1997 as Deed Record 9702442, in the Office of the Recorder of Cass County, Indiana. The Real Estate consists of approximately 348.91 acres and has also been identified by the county as parcel identification numbers 09-08-03-400-001.000-015, and 09-08-10-100-005.000-015. The Real Estate, to which this Covenant applies, is depicted on a map attached hereto as Exhibit A.

WHEREAS: Standard Fusee Corporation d/b/a Orion Safety Products entered into Indiana's Voluntary Remediation Program ("VRP") to address releases of perchlorate relating to the manufacture of products containing perchlorate at the Real Estate. The Indiana Department of Environmental Management ("IDEM" or the "Department") assigned the project number VRP #6051102. A Remediation Work Plan was prepared in accordance with IC 13-25-5, which was approved by the Department on August 5, 2010.

WHEREAS: The IDEM approved Remediation Work Plan (dated March 23, 2010, and located on IDEM's Virtual Filing Cabinet as document #55017221, and approved by IDEM on August 5, 2010 in document #57280615) allows certain contaminants of concern to remain in the groundwater, provided that certain land use restrictions are implemented to protect human health. The remaining contaminant of concern is perchlorate. The portion of the Real Estate through which the ground water plume with perchlorate concentrations above the residential ground water screening level is currently located is depicted on a map attached hereto as Exhibit B (the "Affected Area").

WHEREAS: The Remediation Work Plan and Completion Report are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's Web Site (currently www.in.gov/idem/).

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NOW THEREFORE, Standard Fusee Corporation d/b/a Orion Safety Products subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Affected Area or the portion of the Real Estate north of East County Road 325 N for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater wells within the Affected Area for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities. Any proposed new well installation within the Real Estate will require IDEM approval and verify that the wells are not placed in the Affected Area and/or will not influence the existing contaminated ground water plume with perchlorate concentrations above the residential ground water screening level that remains on-site. In addition, an inventory of existing site wells and well depths and screened intervals shall be provided during new well installation request at that time.
- (c) Shall not use the Affected Area for any agricultural use. Forestry, including but not limited to tree planting, timber stand improvement, and harvesting of timber from the Real Estate, is not an agricultural use for purposes of this document and is not prohibited by this Covenant.
- (d) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or monitoring well network.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real

Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.

4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____, 20__, RECORDED IN THE OFFICE OF THE RECORDER OF CASS COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate; (b) if it has been recorded, its recording reference; and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare,

or to the environment.

10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Cass County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

Plant Manager
Standard Fusee Corporation d/b/a Orion Safety Products
3157 N 500W
Peru, Indiana 46970

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Institutional Controls Group

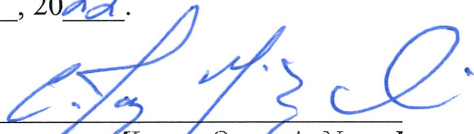
An Owner may change its address or the individual to whose attention a notice is to be sent

by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

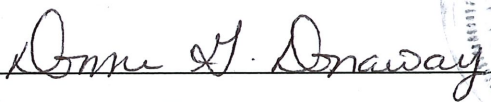
IN WITNESS WHEREOF, Standard Fusee Corporation d/b/a Orion Safety Products, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 15th day of August, 2022.


[Insert Owner's Name]
C. Jay McLaughlin
President and Owner

STATE OF Maryland)
) SS:
COUNTY OF Talbot)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. Jay McLaughlin the president of the Owner, Standard Fusee Corporation d/b/a Orion Safety Products, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 15 day of August, 2022.


Donna G. Donaway, Notary Public

Residing in Talbot County, MD

My Commission Expires: March 19, 2025

This instrument prepared by:

Ranelle Leier, Fox Rothschild LLP, Two22 Tower, Suite 2000, 222 S. Ninth St., Minneapolis, Minnesota 55443.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law:

Ranelle Leier, Fox Rothschild LLP, Two22 Tower, Suite 2000, 222 S. Ninth St., Minneapolis, Minnesota 55443.

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

TRACT 4:

All that part of the Northeast Quarter of Section 10, Township 27 North, Range 3 East, lying North of the right of way of the Cincinnati, Richmond & Muncie Railroad, now the Chesapeake and Ohio Railway, containing 160 acres more or less; also the Southwest Quarter of Section 3, being all of the East Half of said Section lying South of Eel River, in the Township and Range aforesaid, containing 189.91 acres, more or less, situated in Cass County, in the State of Indiana.

EXHIBIT A THE REAL ESTATE

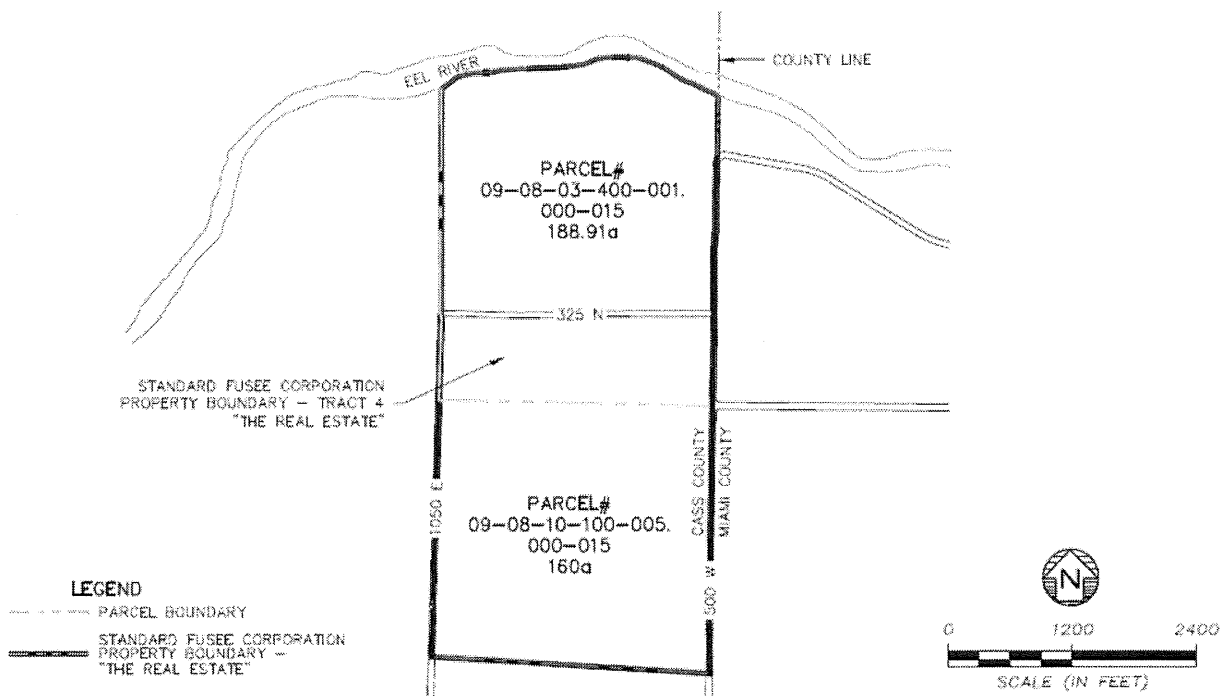
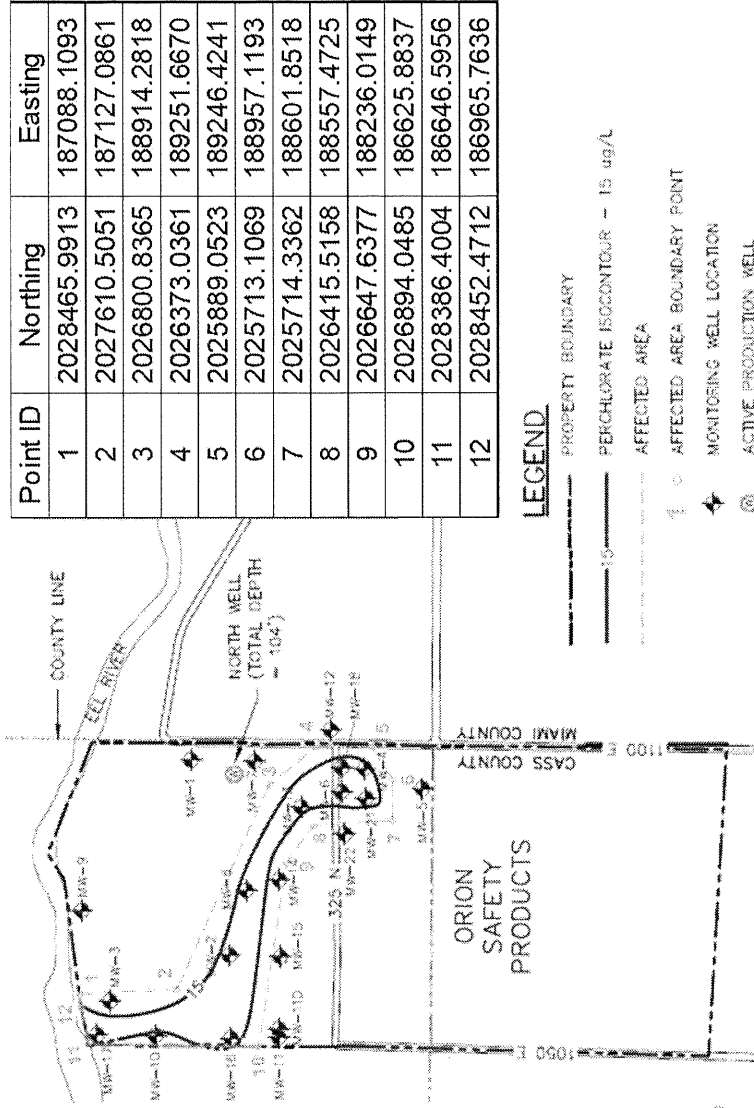


EXHIBIT B

THE AFFECTED AREA

Final Groundwater Perchlorate Results

Sample ID	Date Sampled	Concentration (ug/L)
MW-1	20-Oct-20	<2.0
MW-2	20-Oct-20	20
MW-3	20-Oct-20	6.0
MW-5	21-Oct-20	<2.0
MW-6	21-Oct-20	25
MW-7	20-Oct-20	4.0
MW-8	20-Oct-20	43
MW-9	19-Oct-20	<2.0
MW-10	19-Oct-20	8.7
MW-11	19-Oct-20	2.5
MW-11d	19-Oct-20	<2.0
MW-12	20-Oct-20	4.1
MW-13	20-Sep-11	24
MW-14	20-Oct-20	10
MW-15	20-Oct-20	11
MW-16	20-Oct-20	20
MW-17	20-Oct-20	43
MW-18	21-Oct-20	23
MW-20	20-Oct-20	23
MW-21	21-Oct-20	25
MW-22	21-Oct-20	2.0



LEGEND

- PROPERTY BOUNDARY
- PERCHLORATE ISOCONTOUR - 15 ug/L
- AFFECTED AREA
- 1 AFFECTED AREA BOUNDARY POINT
- ★ MONITORING WELL LOCATION
- ⊙ ACTIVE PRODUCTION WELL

Point ID	Northing	Easting
1	2028465.9913	187088.1093
2	2027610.5051	187127.0861
3	2026800.8365	188914.2818
4	2026373.0361	189251.6670
5	2025889.0523	189246.4241
6	2025713.1069	188957.1193
7	2025714.3362	188601.8518
8	2026415.5158	188557.4725
9	2026647.6377	188236.0149
10	2026894.0485	186625.8837
11	2028386.4004	186646.5956
12	2028452.4712	186965.7636