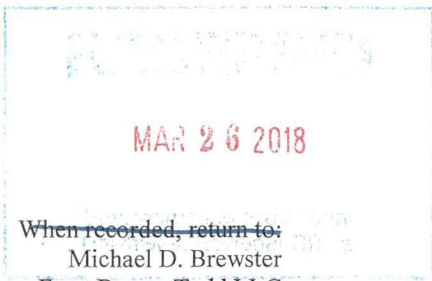




Michele M. Mustello - Recorder of Deeds

I hereby CERTIFY that this document is recorded in the Recorder's Office of Butler County, Pennsylvania

Instr: 201804130006920 04/13/2018
Pages: 84 F: \$178.50 9:57AM
Michele Mustello T20180004700
Butler County Recorder RP



When recorded, return to: Michael D. Brewster, Frost Brown Todd LLC, 501 Grant Street, Suite 800, Pittsburgh, PA 15219

The County Parcel Identification Nos. of the Property are: 52-66-1 and 52-51-7C1
GRANTOR: AK Steel Corporation
PROPERTY ADDRESS: One Armco Drive, Butler, Pennsylvania 16003

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. Property affected. The property affected (Property) by this Environmental Covenant, being Parcels 56-66-1 and 52-51-7C1, situated in the Township of Butler, County of Butler, and State of Pennsylvania, and described as follows:

Parcel 56-66-1

Being 1,255.20 acres of land, being those parcels and tracts of land as more fully described in a deed dated December 31, 1987, and recorded as Book 1382, Page 83, with the Butler County Recorder of Deeds, and depicted on the map contained in Exhibit A, and commonly known as the AK Steel Butler Works. A legal description for this parcel is included in Exhibit B.

Parcel 52-51-7C1

Being 1.73 acres of land, being that parcel or tract of land as more fully described in a deed recorded as Book 2623, Page 10, with the Butler County Recorder of Deeds, and depicted on the map contained in Exhibit A, and more commonly known as the AK Steel Butler Works. A legal description for this parcel is included in Exhibit C.

The postal street address of the Property is: One Armco Drive, Butler, Pennsylvania 16003.
The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40°50'15.0"N, 79°55'44.0"W.
The Property has been known by the following name: AK Steel Butler Works.
The DEP Primary Facility ID# is: 491151.

A map of the Property is attached to this Environmental Covenant as Exhibit A.

2. **Property Owner / GRANTOR / GRANTEE.** AK Steel Corporation is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is:

AK Steel Corporation  
9227 Centre Pointe Drive  
West Chester, OH 45069

4. **Description of Contamination & Remedy.**

The AK Steel Corporation Butler Works is a steel mill located in Butler, Pennsylvania. The facility is subject to the Corrective Action Program under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. Sections 6901 to 6992k.

Apart from several solid waste management units (SWMUs) at the facility that achieved clean closure, the facility contains several SWMUs that require ongoing maintenance and monitoring. Specifically, Sludge Bed #4, Sludge Bed #5, and Sludge Bed #6 are closed surface impoundments that historically managed lime-stabilized waste pickle liquor sludge and processed water. AK Steel is required to conduct post-closure groundwater monitoring in accordance with post-closure plans and regulatory requirements. In addition, integrity of the cap for the sludge beds must be monitored and maintained. The enforceable requirement to conduct groundwater monitoring and maintain the cap are set forth in the following documents, which are available at the Department's Northwest Regional Office, 230 Chestnut Street, Meadville, PA 16335:

- Sludge Bed #4: Closure Plan, Sludge Beds 4 and 6, dated January 1997, revised August 22, 2007; Final action from the Department dated September 9, 1997, approving the Closure Plan.
- Sludge Bed #5: RCRA Part B Permit Application, Post Closure Plan, No. 5 Sludge Bed, dated June 1988; Final Action from the Department dated April 4, 1991, approving the Post Closure Plan.
- Sludge Bed #6: Closure Plan, Sludge Beds 4 and 6, dated January 1997, revised August 22, 2007; Final action from the Department dated September 9, 1997, approving the Closure Plan.

The United States Environmental Protection Agency (EPA) issued a Final Decision and Response to Comments on July 25, 2017, in which it finalized its decision of "Corrective Action Complete with Controls" for the facility. The facility will continue to maintain the integrity of the sludge bed caps. Groundwater monitoring will continue to ensure that the former sludge beds do not adversely impact groundwater. The facility will be restricted to non-residential use through the implementation of this institutional control. EPA determined that this remedy is protective of human health and the environment.

Records pertaining to the contamination and remedy are located or available through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.

5. **Activity and Use Limitations.** The Property is subject to the following activity and use limitations, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

(a) the Property can be used only for non-residential purposes.

(b) the integrity of the cap for the sludge beds shall be maintained in accordance with approved DEP plans or other authorization granted by DEP.

(c) groundwater monitoring shall be conducted in accordance with approved DEP plans or other authorization granted by DEP.

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** Within 21 days after a) written request by DEP or EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, (e) any change in enforceable requirements stated in Section 5, Activity and Use Limitations, the then current owner will send a report to the DEP, the EPA and any Holder. The report will state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by the Department and by the EPA.** In addition to any rights already possessed by the Department and by the EPA, this Environmental Covenant grants to the Department and to the EPA a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording and Notification of Recording.** Within 30 days after the date of the Department's approval of this Environmental Covenant, AK Steel Corporation shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 90 days of the Department's approval of this Environmental Covenant. Within that time period, AK Steel Corporation also shall send a file-stamped copy to each of the following: Butler Township, Butler County, and the EPA.

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the Department.

11. **EPA.**

(a) **Notification.** The then current owner shall provide the EPA written notice of:

- (1) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;
- (2) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- (3) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and
- (4) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(b) **Enforcement.** A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the EPA.

12. **Department's and EPA's address.** Communications with the Department and the EPA regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection  
Northwest Regional Office  
230 Chestnut Street  
Meadville, PA 16335

United States Environmental Protection Agency  
1650 Arch Street  
Mailcode 3LC30  
Philadelphia, PA 19103

13. **Severability.** The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS:

AK Steel Corporation, Grantor

Date: 3.19.2018

By: [Signature]  
Name: Joseph C. Alter  
Title: Vice President and General Counsel  
AK Steel Corporation

state of Ohio  
~~COMMONWEALTH OF PENNSYLVANIA~~ )  
 )  
COUNTY OF ~~BUTLER~~ Butler ) SS:

On this 19th day of March, 2018, before me, the undersigned officer, personally appeared JOSEPH C. ALTER, VICE PRESIDENT AND GENERAL COUNSEL, of Grantor, who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

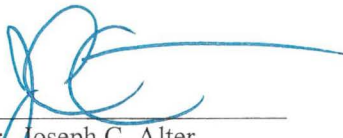
[Signature]  
Notary Public



DEIDRE YVONNE KELLY  
Notary Public, State of Ohio  
My Commission Expires 04-18-2022

AK Steel Corporation, Grantee

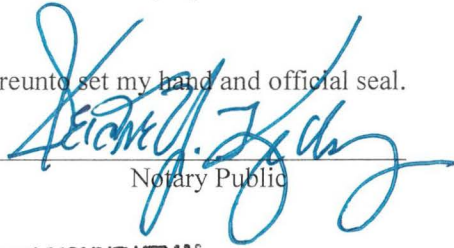
Date: 3.19.2018

By:   
Name: Joseph C. Alter  
Title: Vice President and General Counsel  
AK Steel Corporation

State of Ohio  
~~COMMONWEALTH OF PENNSYLVANIA~~ )  
 )  
COUNTY OF BUTLER ) SS:

On this 19th day of March, 2018, before me, the undersigned officer, personally appeared JOSEPH C. ALTER, VICE PRESIDENT AND GENERAL COUNSEL, of Grantee who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public



DEIDRE YVONNE KELLY  
Notary Public, State of Ohio  
My Commission Expires 04-18-2022

APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

Date: 4-5-18

By: Anita M. Stainbrook  
Name: Anita M. Stainbrook  
Title: Regional Manager  
Environmental Cleanup and Brownfields  
Northwest Region

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CRAWFORD ) SS:

On this 5<sup>th</sup> day of April, 2018, before me, the undersigned officer, personally appeared ANITA M. STAINBROOK, who acknowledged herself to be the REGIONAL MANAGER FOR THE ENVIRONMENTAL CLEANUP AND BROWNFIELDS PROGRAM of the Commonwealth of Pennsylvania, Department of Environmental Protection, NORTHWEST REGIONAL OFFICE, whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Jane O. Butryn, Notary Public  
City of Meadville, Crawford County  
My Commission Expires Aug. 26, 2019

Jane O. Butryn  
Notary Public

**EXHIBIT A**

**(Map of the Property)**



PARCEL 52-66-1

Butler Township, Butler County, Pennsylvania

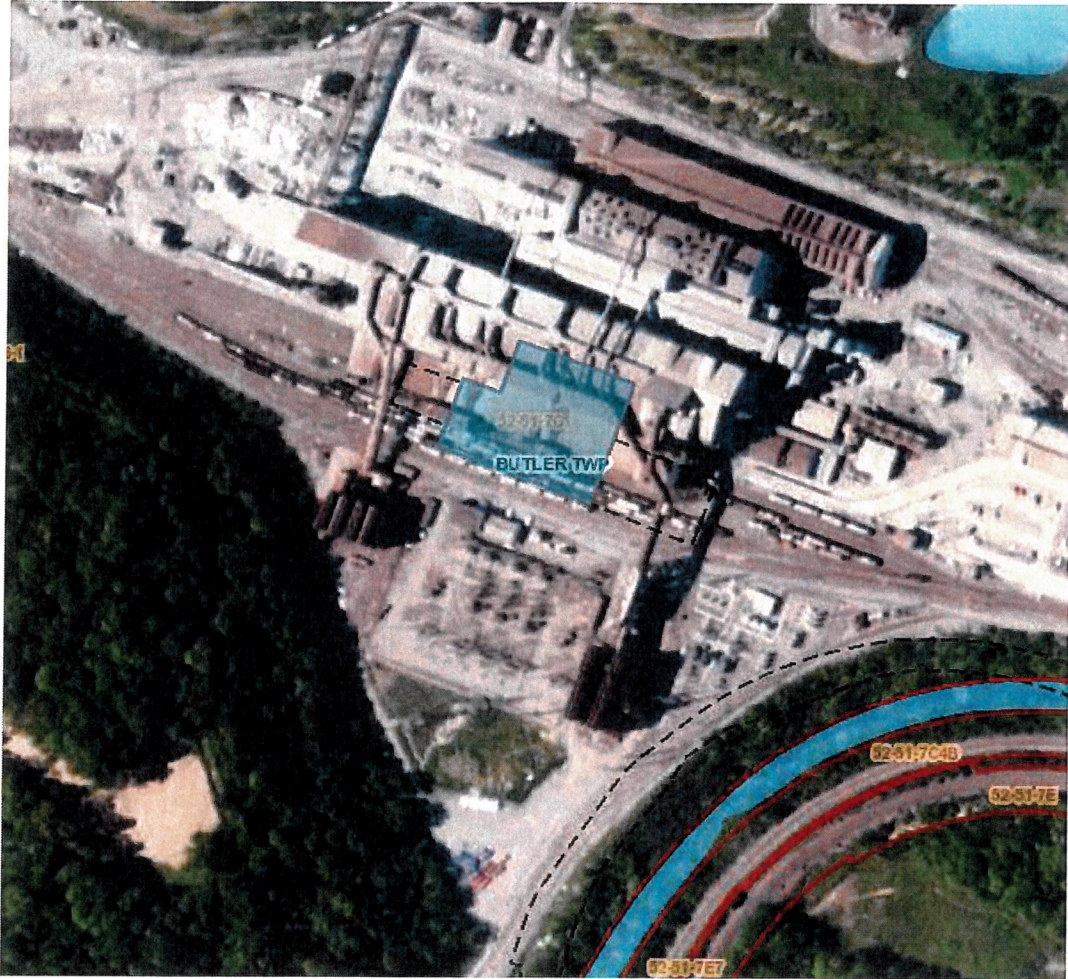
RESERVED  
MAR 26 2018  
Environmental Protection  
Department, Bureau of  
Professional Regulation



The Activity and Use Limitations identified in 5(a) are applicable to the portions of the property depicted in the above map.

PARCEL 052-51-7C1

Butler Township, Butler County, Pennsylvania



The Activity and Use Limitations identified in 5(a) are applicable to the portions of the property depicted in the above map.