COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In The Matter Of:

Mercer Node Property, LLC	:	Consent Order and Agreement
Mercer Node Development, LLC	:	Re: JMC Steel Group Sharon Pipe Plant
i/c/o Cogency Global, Inc.	:	200-201 Clark Street
850 New Burton Road, Suite 201	:	City of Sharon, Mercer County
Dover, DE 19904	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement ("Agreement") is entered into this 20th day of April, 2026 ("Effective Date"), by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP"), Mercer Node Property, LLC ("MNP" or "Owner") and Mercer Node Development, LLC ("MND" or "Operator").

The DEP has found and determined the following:

The Parties

A. The DEP is the Commonwealth agency with the duty and authority to administer and implement the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, *as amended*, 35 P.S. §§ 6026.101 - 6026.908 ("Act 2"); and to administer and enforce the Hazardous Sites Cleanup Act, Act of October 18, 1988 P.L. 756, 35 P.S. §§ 6020.101 - 6020.1305 ("HSCA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, *as amended*, 42 U.S.C. §§ 9601 - 9675 ("CERCLA"); the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, *as amended*, 35 P.S. §§ 6018.101 - 6018.1003 ("Solid Waste Management Act"); The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1 - 691.1001 ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929,

P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative Code"); and the rules and regulations promulgated thereunder ("Regulations").

B. MNP is a Delaware limited liability company with a registered agent of Cogency Global, Inc., 850 New Burton Road, Suite 201, Dover, DE 19904.

C. MNP registered with the Pennsylvania Department of State, Corporations Bureau on March 18, 2026, and has a principal place of business or mailing address of 201 Clark Street, Sharon, Pennsylvania, 16146, and a registered Pennsylvania agent of Cogency Global Inc, 600 North Second Street, Harrisburg, Pennsylvania, 17101.

D. MND is a Delaware limited liability company with a registered agent of Cogency Global, Inc., 850 New Burton Road, Suite 201, Dover, DE 19904.

E. MND registered with the Pennsylvania Department of State, Corporations Bureau on March 18, 2026, and has a principal place of business or mailing address of 201 Clark Street, Sharon, Pennsylvania, 16146, and a registered Pennsylvania agent of Cogency Global, Inc., 850 New Burton Road, Suite 201, Dover, DE 19904.

F. MNP currently owns, and MND currently operates, a cryptocurrency mining operation at 200 – 201 Clark Street, Sharon, Pennsylvania 16146 ("Property"), which property is more specifically described in the Deed from Sharon HPC Property, Inc. to MNP dated October 20, 2025 and recorded on November 3, 2025 in the Office of the Recorder of Deeds for Mercer County in File No. 2025-00009527 ("Deed"). A true and correct copy of the Deed is attached hereto as Exhibit A and incorporated herein.

G. MND intends to discontinue operating the cryptocurrency mining facility and develop

an 80-megawatt substation, a 30 megawatt substation, and associated buildings and related infrastructure for a data center on the Property.

H. The Property contains two parcels, which together comprise approximately 17 acres, as more fully described in the Deed.

1. Parcel 1-S-14: a 5.63 acre parcel of property located north of Clark Street and further identified as Tax Control No: 68-917343.

2. Parcel 1-S-15: an 11.81 acre parcel of property located south of Clark Street and further identified as Tax Control No: 68-917342;

I. The Property was a former location of various industrial steel and pipe manufacturing entities, including but not limited to Wheatland Tube Sharon Plant, Sawhill Tubular (a division of Cyclops Corporation), Armco Inc., A.K. Steel Corporation, and John Maneely Company ("JMC").

J. The DEP's Site Id. No. for the Property is 264051, and the Land Recycling Cleanup Location Primary Facility No. is 625900.

K. The Property is located within the designated limits of a City of Sharon ordinance that restricts the use of groundwater for potable, non-potable, or industrial purposes. The ordinance was passed on November 29, 2000 and may be found in Section 644.02 of Chapter 644 of the Codified Ordinances of the City of Sharon.

Property Background

L. Historical operations at the Property resulted in releases of volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs"), metals, acids, and light non-aqueous phase liquids ("LNAPL") to the soil and groundwater. Several environmental response actions have taken place at the Property:

1. On February 22, 1993, Armco Inc. ("Armco") entered into a Consent Order

and Agreement with the DEP that required Armco to investigate, characterize, and remediate identified contamination from multiple pickle liquor releases on the Property.

i. In 1991, Armco installed a groundwater recovery well system at the Property to recover contamination resulting from the spilling and/or discharging of pickle liquor rinse water at the Property.

ii. A Phase II Work Plan Report was submitted to the DEP on January 12, 1994, identifying the nature and extent of contamination resulting from the spilling and/or discharging of pickle liquor rinse water at the Property.

iii. Armco was required to submit a Phase III Corrective Action Work Plan that would identify, among other things, recommendations for the remediation of impacted soils and recommendations for the installation of additional recovery wells, which would require Armco to operate an approved groundwater abatement system. Armco did not submit the Phase III Corrective Action Work Plan to the DEP.

2. On April 4, 2002, JMC purchased the Property from Armco's successor, A.K. Steel Corporation, and continued operating the primary pipe manufacturing facility at the Property until May 2006 (although end-finishing and hydrotesting activities continued in a warehouse on the Property). JMC continued to operate a groundwater remediation system and the on-Property wastewater treatment plant. Sampling of groundwater monitoring wells on the Property by JMC indicated that the groundwater abatement system continued to recover contaminants of concern.

3. On January 19, 2007, JMC entered into a Consent Order and Agreement with the DEP ("JMC COA") to investigate and remediate identified contamination and other contaminants of concern relating to past operations at the Property pursuant to the Land Recycling Act.

4. Three modifications to the JMC COA were executed on:

i. March 23, 2007 amending the Conceptual Site Model submittal deadline;

ii. January 30, 2008 amending the Remedial Investigation Report submittal deadline; and

iii. April 17, 2015 amending Paragraph 21, Termination such that when the Final Report or all of the Final Reports required are approved by the DEP and post-remediation care is no longer required to maintain the cleanup standard(s) attained by JMC, the JMC COA shall terminate, provided that the liability protection provided to JMC and its successors and assigns pursuant to Section 501 of the Land Recycling Act, 35 P.S. § 6026.501, shall apply to JMC and JMC's successors and assigns in accordance with the Land Recycling Act shall survive the termination of the JMC COA.

5. JMC submitted a Notice of Intent to Remediate on August 24, 2007, indicating JMC's intent to attain and demonstrate compliance at the property boundary with a combination of the Background Standard, the Statewide Health Standard, and/or the Site-Specific Standard as set forth in Sections 302, 303, and 304 of Act 2.

6. Remediation activities on the Property are documented in various DEP-approved Act 2 reports submitted by JMC ("Act 2 Reports"):

i. Remedial Investigation Report received by the DEP on July 8, 2008 and approved on October 3, 2008;

ii. Risk Assessment Report received by the DEP on March 29, 2009 and approved on June 25, 2009;

iii. Cleanup Plan received by the DEP on August 10, 2009 and approved on November 4, 2009; and

iv. Final Report received by the DEP on May 8, 2014 and approved on July 23, 2014 ("2014 Final Report").

M. JMC investigated and remediated environmental conditions at the Property under Act 2 and submitted a Final Report to the DEP that demonstrated attainment with site-specific cleanup standards, subject to activity and use limitations ("AULs") and a post-remediation care plan in an environmental covenant necessary to maintain the Act 2 site-specific standards.

N. Clark Street Properties, LLC ("Clark Street Properties") acquired the Property by deed from JMC dated January 8, 2013 and recorded on January 14, 2013 in the Office of the Recorder of Deeds for Mercer County in File No. 2013-0000732.

O. Clark Street Properties recorded an environmental covenant with the Mercer County, Pennsylvania Recorder of Deeds office on January 27, 2015, which is recorded at Instrument No. 2015-00000810 ("Environmental Covenant") and attached as Exhibit B and incorporated herein.

P. In addition to the DEP-approved Act 2 Reports, the Environmental Covenant cites the following documents in the description of the contamination and remedy:

1. April 2007 Conceptual Site Model Report;
2. August 24, 2007 Notice of Intent to Remediate;
3. January 31, 2008 Remedial Investigation Report;
4. November 2008 Site-Specific Risk Assessment Report;
5. August 7, 2009 Cleanup Plan;
6. September 23, 2013 Final Report; and
7. May 7, 2014 Revised Final Report that demonstrated attainment of the Act 2 Site-Specific Standard and the Act 2 Background Standard for the Identified Contamination.

Q. The Environmental Covenant imposes AULs on, among other parcels, the Property. A metes and bounds description of each parcel encumbered by the Environmental Covenant is found in Exhibit A of the Environmental Covenant.

R. The activity and use limitations cited in Paragraph 5 of the Environmental Covenant are summarized as follows:

1. The Property and each portion thereof shall be used solely for nonresidential purposes;

2. Each part or portion of any building, structure, or paved surface in the vicinity of the Waste Storage Area that serves to eliminate pathways of exposure to potential contamination shall be maintained to prevent complete pathways of exposure to soil and/or groundwater contamination;

3. There shall be no demolition, removal, replacement, or reconstruction of, or other modification to, any part or portion of any building, structure, or paved surface in the vicinity of GP0l-042 that serves to eliminate pathways of exposure to potential contamination unless the DEP is notified in writing;

4. No new structures shall be erected at the Property until a re-evaluation of potential vapor intrusion exposure pathways is completed, and until mitigation measures are implemented, as necessary, to prevent any significant exposures via this pathway;

5. Unless deemed necessary or desirable for environmental monitoring, inspection, and/or remediation activities, no person or entity will be permitted to: (i) use any groundwater now or hereafter located on or under any portion of the Property; (ii) cause any groundwater to rise to the surface; (iii) alter the natural flow or infiltration of any groundwater; or (iv) perform any drilling or excavation activity that would disturb any groundwater or create a potential risk of human exposure to contaminants that may be in any groundwater;

6. There shall be no excavation on the Property, and no soil shall be taken off of the Property, unless the DEP is notified and a site-specific health and safety plan and a soil management plan are developed and implemented;

7. Annual monitoring inspections will be undertaken to assess the condition of the engineering controls and verify that the City of Sharon groundwater use ordinance is still in effect, as detailed in the Post Remediation Care Plan section of the Revised Final Report;

8. Annual groundwater monitoring and reporting will be conducted at three monitoring wells (MW01-55D, MW0l-69D, and MW0l-70D) to verify that cadmium concentrations and pH levels in groundwater do not result in surface water impacts that contravene the surface water quality standards, as described in the Post Remediation Care Plan section of the Revised Final Report;

9. The obligations described in the Post Remediation Care Plan section of the Revised Final Report (EC Exhibit D); and

10. For the property described in 92 DR 06119, Second Described, Parcel No. 1, the following applies: There shall be no disturbance of the surface of the land by filling, drilling, excavation, removal of topsoil, rocks or minerals, or

change in the topography of the land without at least 30 days prior written approval from the USEPA.

S. Paragraph 10 of the Environmental Covenant provides that the Environmental Covenant may be terminated or modified as provided in the covenant itself or pursuant to the Environmental Covenants Act.

T. Clark Street Properties waived the right to consent to any amendment or termination of the Environmental Covenant under Paragraph 10(d) of the covenant.

U. The Act 2 Reports, which are maintained as public records in DEP's Northwest Regional Office located at 230 Chestnut Street, Meadville, PA 16335, are hereby incorporated by reference and describe the contamination known to exist on the Property ("Identified Contamination").

Current Contamination of the Property

V. The property bounding the Property to the east is the former Westinghouse Superfund Site. Contaminants from the Westinghouse Superfund Site, including but not limited to polychlorinated biphenyl ("PCB") impacted soil and PCBs, VOCs, SVOCs, dioxin, and metal impacted groundwater, have migrated onto the Property. In addition, a storm sewer, located along Clark Street, is known to have conveyed contaminants, VOCs, and metals from the Westinghouse Superfund Site directly to the Shenango River. Contamination resulting from the Westinghouse Superfund Site is located within the United States Environmental Protection Agency's ("USEPA") Technical Impracticability Zone, for which the USEPA has determined that restoration of the alluvial (upper) aquifer to drinking water quality is technically impracticable. The Technical Impracticability Zone is depicted on Exhibit C attached hereto.

W. Surface water at the Property drains west towards the Shenango River. Stormwater at the Property is directed to a storm sewer located along Clark Street, which has an outfall into the

Shenango River. The Clark Street storm sewer discharges to the Shenango River, located approximately 400 feet west of the former JMC's wastewater treatment plant. The Clark Street storm sewer was repaired in 1994 at locations where acidic wastewater deteriorated portions of the sewer pipe.

X. VOCs, SVOCs, PCBs, dioxins, metals, sulfate, and nitrate are identified in groundwater at levels exceeding applicable Act 2 groundwater medium-specific concentrations and/or surface water quality standards. Plumes of non-aqueous phase liquids and low pH levels are present in groundwater.

Y. VOCs, SVOCs, PCBs, and metals are identified in soil at levels exceeding applicable Act 2 Statewide Health Standards, including direct contact and vapor intrusion screening criteria.

MND's Development of the Property

Z. MND intends to initially undertake subsurface disturbance activities on the Property to design, obtain permits for, and construct an electric 80-megawatt substation on Parcel No. 1-S-15, a 30-megawatt substation on Parcel No. 1-S-14, and associated buildings and related infrastructure for a data center. MND also intends to undertake future additional subsurface disturbance activities and construct buildings and related infrastructure on other areas of the Property (collectively, "Intended Use").

AA. On November 7, 2025, MND notified the DEP and USEPA of its intent to perform drilling for geotechnical purposes for the 80-megawatt electric substation on Parcel No. 1-S-15.

BB. For MND to reuse the Property for its Intended Use, certain modifications to the Environmental Covenant are required.

CC. MND agrees to rely on the prior investigations documented in the DEP-approved Act 2 Reports and recognizes the need for additional site characterization data on the Property in areas

where there will be subsurface soil or groundwater disturbance that are subject to the activity and use limitations of the Environmental Covenant (the "AOCs"), in order to support a demonstration of attainment of an Act 2 standard(s) for those AOCs that is consistent with MND's anticipated use of the Property.

DD. MND agrees to use the Identified Contamination to inform its additional site characterization activities in the AOCs.

EE. Depending upon the Act 2 standard(s) selected, MND agrees to use the Act 2 process to modify the Environmental Covenant as necessary to address any new contamination discovered during the Property's redevelopment, resulting in the submission of a Final Report upon attainment of the selected standard(s) for the AOCs.

ORDER

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of the covenants herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the DEP and AGREED to by MNP and MND as follows:

1. ***Authority***. This Consent Order and Agreement is an order of the DEP authorized and issued pursuant to 35 P.S. §§ 6026.101 - 6026.908 ("Act 2"); 35 P.S. §§ 6020.101 - 6020.1305 ("HSCA"); 42 U.S.C. §§ 9601 - 9675 ("CERCLA"); 35 P.S. §§ 691.1 - 691.1001 ("Clean Streams Law"); and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. ***Findings***.

a. In any matter or proceeding between MNP or MND and the DEP, the DEP may rely on and MNP and MND shall not challenge or deny the DEP's assertion of the truth, accuracy, or validity of Paragraphs A through EE, above.

b. The parties do not authorize any other person to use the findings in this Consent Order and Agreement in any matter or proceeding, and nothing in this Consent Order and Agreement constitutes an admission on the part of MNP or MND in any matter or proceeding not between MNP or MND and the DEP.

3. ***Corrective Action***. MNP and MND shall comply with the Land Recycling and Environmental Remediation Standards Act by continuing to abide by the activity and use limitations stipulated in the Environmental Covenant, unless and until a means to address subsurface soil and groundwater disturbances is otherwise defined in a site-specific soil and groundwater management plan, and a site-specific health and safety plan, as provided in this Consent Order and Agreement or approved by the DEP, in which case MNP and/or MND shall demonstrate attainment of one or a combination of cleanup standards under Sections 302, 303, or 304 of Act 2, 35 P.S. §§ 6026.302, 6026.303, and 6026.304, for the AOCs in accordance with 25 Pa. Code Chapter 250.

4. ***Remediation of the Property***. Prior to the start of, or in conjunction with, redevelopment activities on the Property that will disturb subsurface soils and/or groundwater in the AOCs, MNP and/or MND shall further characterize the AOCs by reference to the Identified Contamination and by collecting additional subsurface data in accordance with Act 2 protocols that is suitable for the evaluation of risk to all applicable human and ecological receptors and for the purposes of proper disposition of contaminated soil and/or groundwater encountered in the AOCs. MNP and/or MND shall remediate the AOCs if necessary, upon the discovery of any previously unknown contamination, and shall attain one or a combination of cleanup standards at the AOCs under the Land Recycling and Environmental Remediation Standards Act in accordance with the procedures and requirements set forth therein, and as more specifically stated as follows:

a. **Within 30 days after the effective date of this Agreement**, MNP and/or

MND shall record this Agreement and its Exhibits with the Deed to the Property in the Recorder of Deeds Office for Mercer County and index the Agreement with the Deed; and simultaneously notify the DEP in writing that it has completed this obligation and inform the DEP of the Deed Book and Page where the Property Deed and Agreement have been filed.

b. **Within 30 days after the effective date of this Agreement,** MNP and/or MND shall submit to the DEP a Notice of Intent to Remediate ("NIR") the AOCs and submit notice of the NIR to the local municipality and publish notification of the NIR as required by Act 2.

c. **Within 45 days after the effective date of this Agreement,** MNP and/or MND shall submit to the DEP a comprehensive site-specific soil and groundwater management plan, and a site-specific health and safety plan ("Site Management Plan") for DEP approval. The Site Management Plan may be completed to the extent that it will provide effective protection for human and ecological receptors during the entirety of the Property's redevelopment.

d. **Within 60 days after the effective date of this Agreement,** MNP and/or MND shall submit to the DEP a schedule for performing further site characterization prior to or in conjunction with planned redevelopment activities on the Property to further clarify the horizontal and vertical extent of contamination in the AOCs in a manner that protects human and ecological receptors during redevelopment activities, in accordance with Act 2 ("Characterization Schedule"). The Characterization Schedule may include, but not be limited to:

i. Proposed redevelopment activities that will encounter subsurface soil and/or groundwater in the AOCs and the associated timelines for work to be performed;

ii. Submittal dates for amendments to the Site Management Plan, as needed, and for DEP and USEPA approval, plans for characterization of the horizontal and vertical extent(s) of contamination in the AOCs and/or are not defined with appropriate legal descriptions (e.g., metes and bounds) in the DEP-approved Act 2 Reports or in the Environmental Covenant;

iii. Installation of soil borings and temporary monitoring wells;

iv. Groundwater sampling, gauging, and measuring events;

v. Vapor screening and assessments;

vi. Evaluation of exposure pathways and receptors;

vii. Development of an updated site conceptual model and date(s) for the submission(s) of any required reports, as applicable under the chosen Act 2 cleanup standard; and

viii. If any discovered underground storage tank ("UST") meets the requirements of a regulated tank, as defined in the Storage Tank Act, the UST shall be registered for closure; and any contamination to soil and/or groundwater associated with such regulated UST shall be addressed in accordance with the Storage Tank Act.

e. If MNP and/or MND pursues the Site-Specific Standard or any combination of cleanup standards for an AOC which include the Site-Specific Standard, then the Remedial Investigation Report required under the DEP-approved Characterization Schedule shall include, as an appendix, a schedule for completing the cleanup of contaminated soil and/or groundwater and demonstrating attainment of the chosen cleanup standards in that AOC in accordance with Act 2 ("Remediation Schedule"). MNP and/or MND may request modifications to the DEP-approved Characterization Schedule or the Remediation Schedule as reasonably necessary to completely characterize and remediate, if necessary, the contaminated soil and/or groundwater in an AOC in accordance with Act 2.

f. Upon the DEP's approval of the Remedial Investigation Report submitted under Paragraph 4.e., above, MNP and/or MND shall proceed to remediate AOCs where necessary, in accordance with Act 2, this Agreement, and any DEP-approved Remediation Schedule;

g. After implementation of the DEP-approved Characterization Schedule and upon completion of remediation, MNP and/or MND will submit a Final Report demonstrating

attainment of the selected Act 2 Standard(s) for the AOCs.

h. MNP and/or MND shall notify the DEP in writing at least seven working days before any subsurface disturbance at Property.

i. If activity and use limitations are required to demonstrate attainment of an Act 2 cleanup standard for the Property, MNP and/or MND shall sign and comply with an environmental covenant or amendment to the Environmental Covenant approved by the DEP for the Property in accordance with Act 2 and the Environmental Covenants Act. Within 90 days after an environmental covenant has been approved and signed by the DEP, MNP and/or MND shall record the approved environmental covenant in the Office of the Recorder of Deeds of Mercer County in accordance with the Environmental Covenants Act. MNP and/or MND shall promptly notify the DEP if there is any proposal to change the exposure patterns on which the remediation standard was based and, if so, shall take steps to ensure that an Act 2 standard continues to be met.

j. MNP and/or MND shall promptly pay any applicable fees when either submits any document required hereunder.

5. ***Submission of Documents***. With regard to any document that MNP and/or MND is required to submit to the DEP pursuant to this Consent Order and Agreement, the DEP will review the document and will approve or disapprove the document, in writing. If the DEP disapproves the document, MNP and/or MND shall submit a revised document to the DEP that addresses the DEP's concerns within a reasonable time that the DEP specifies. Upon the DEP's approval, the document, including any DEP-approved implementation schedules, shall become a part of this Consent Order and Agreement for all purposes and is enforceable against MNP and MND. Notwithstanding any provision of Act 2, MNP and MND agree that no document submitted pursuant to this Agreement and Act 2 shall be deemed approved.

6. ***Additional Remedies.***

a. If MNP and/or MND fails to comply with any term or provision of this Consent Order and Agreement, the DEP may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the DEP, including an action for civil penalties or an action to enforce this Consent Order and Agreement.

b. The remedies provided by this paragraph are cumulative, and the exercise of one does not preclude the exercise of another. The delay or failure of the DEP to pursue any remedy is not a waiver of that remedy.

7. ***Reservation of Rights.*** The DEP reserves the right to require additional measures to achieve compliance with applicable law. MNP and MND reserve the right to challenge any action that the DEP may take to require those measures, but MNP and MND waive the right to challenge the content or validity of this Consent Order and Agreement.

8. ***Liability of Owner, Operator.*** MNP and MND are jointly and separately liable for any violations of this Consent Order and Agreement, including those caused by, contributed to, or allowed by their governing body, managers, members, officers, agents, employees, or contractors. Unless MNP and MND's obligations are modified or terminated as provided in Paragraph 9.c. (Transfer of Property), below, MNP and MND also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

9. ***Transfer of Property.***

a. The transfer of any legal or equitable interest of MNP and/or MND in a portion or all of the Property will not modify, diminish, terminate, or otherwise alter MNP and/or MND's duties and obligations under this Consent Order and Agreement.

b. If MNP and/or MND intends to transfer any legal or equitable interest in the Property, or any portion of the Property, which is affected by this Consent Order and Agreement, MNP and/or MND shall, at least 30 days before the contemplated transfer, serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest and notify the DEP of its intent to transfer.

c. The DEP, in its sole discretion, may agree to modify or terminate MND's duties and obligations under this Consent Order and Agreement upon transfer by MNP and/or MND of the Property or any part thereof. MNP and MND waive any right that they may have to challenge the DEP's decision to so modify or terminate this Consent Order and Agreement.

10. ***Correspondence with DEP.*** MNP and MND shall address all correspondence with the DEP concerning this Consent Order and Agreement to:

Environmental Program Manager
Environmental Cleanup and Brownfields Program
Pennsylvania Department of Environmental Protection
Northwest Region
230 Chestnut Street
Meadville, PA 16335

11. ***Correspondence with MNP.*** All DEP correspondence with MNP concerning this Consent Order and Agreement will be addressed to:

Craig Hibbard
Sr. Vice President, Infrastructure
Mercer Node Property, LLC
201 Clark Street
Sharon, Pennsylvania, 16146
Email: chibbard@bitfarms.com

MNP shall notify the DEP whenever there is a change in the contact person's name, title, or address. MNP agrees that the DEP's service on MNP of any notice, document, court filing, court order, or any legal process for any purpose under this Consent Order and Agreement, including its enforcement,

may be made electronically by email to the above email address or by mailing a copy by first-class mail to the above address.

12. ***Correspondence with MND.*** All DEP correspondence with MND concerning this Consent Order and Agreement will be addressed to:

Craig Hibbard
Sr. Vice President, Infrastructure
Mercer Node Development, LLC
201 Clark Street
Sharon, Pennsylvania, 16146
Email: chibbard@bitfarms.com

MND shall notify the DEP whenever there is a change in the contact person's name, title, or address. MND agrees that the DEP's service on MND of any notice, document, court filing, court order, or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made electronically by email to the above email address or by mailing a copy by first-class mail to the above address.

13. ***Severability.*** The provisions of this Consent Order and Agreement are severable. If any provision of this Consent Order and Agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this Consent Order and Agreement will remain binding upon the parties.

14. ***Entire Agreement.*** This Consent Order and Agreement constitutes the entire agreement between the parties and supersedes and integrates all prior discussions, agreements, and understandings pertaining to the agreement. No prior or contemporaneous communications or prior drafts will be relevant or admissible for purposes of determining the meaning or extent of any provisions in this Consent Order and Agreement in any litigation or any other proceeding.

15. ***Attorney Fees***. The parties will bear their respective attorney fees, expenses, and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement

16. ***Modifications***. No alterations or variations of this Consent Order and Agreement are valid unless they are made in writing and signed by the parties with the same formality as this agreement.

17. ***Decisions Under Consent Order***. MNP and MND waive their rights to appeal to the Environmental Hearing Board any decision that the DEP makes under the provisions of this Consent Order and Agreement, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a), and Chapters 5A and 7A; or any other provision of law. Except as provided in Paragraph 9.c. (Transfer of Property), above, in which the DEP's decision to modify this Consent Order and Agreement upon transfer of the Property cannot be challenged, the DEP agrees that any objection that MNP and/or MND may have to any such decision may be raised as a defense in any court where the DEP enforces this Consent Order and Agreement.

21. ***Termination***. MNP and/or MND's obligations under Paragraphs 3, 4, 6, and 9 of this Consent Order and Agreement terminate when the DEP notifies MNP and/or MND in writing that MNP and MND have fully complied with the requirements of this Consent Order and Agreement.

22. ***Counterparts***. The DEP, MNP, and MND may execute this Consent Order and Agreement in counterparts, and each signature page, including copies sent to a party by electronic transmission, together constitutes one and the same signature page of this Consent Order and Agreement. A copy of this fully executed Consent Order and Agreement has the same authority and effect as an executed original document.

23. ***Signatures***. This Consent Order and Agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 *et seq.*

24. ***Resolution***. Attached hereto as Exhibits D and E are a resolution, operating agreement, or certificate of authority of both MNP and MND authorizing its signatory(ies) below to enter into this Consent Order and Agreement on its behalf.

The parties are executing this Consent Order and Agreement through their duly authorized representatives. The undersigned representatives of MNP and MND declare, under penalty of law as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of MNP and MND, respectively; that MNP and MND consent to the entry of this Consent Order and Agreement as a final ORDER of the DEP; and that MNP and MND hereby knowingly waives their rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a), and Chapters 5A and 7A; or any other provision of law. Signature by MNP's and MND's attorney certifies only that the agreement has been signed after consulting with counsel.

[Signature page follows]

FOR MERCER NODE PROPERTY, LLC:

Name THOMAS TYRGG
Title SVP FINANCE

Name Robert G Lovett, Jr.
Title VP Legal

Name KEVIN GARBER
Attorney for Mercer Node Property, LLC

FOR MERCER NODE DEVELOPMENT, LLC:

Name THOMAS TYRGG
Title SVP FINANCE

Name Robert G Lovett, Jr.
Title VP, Legal

Name KEVIN GARBER
Attorney for Mercer Node Development, LLC

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Kammy Halterman
Environmental Program Manager
Environmental Cleanup & Brownfields
Northwest Regional Office

Dearald W. Shuffstall, Regional Counsel

EXHIBIT A

Type: GENERAL
Recorded: 11/3/2025 1:14:54 PM
Fee Amt: $90,084.75 Page 1 of 11
Mercer County, PA
Dee Dee Zickar Recorder of Deeds

File# 2025-00009527

When recorded please return to:

Maria Kumis
First American Title Ins Co
200 W Madison Ste 800
Chicago IL 60606

Tax Parcel Numbers: 1-S-14 and 1-S-15

SPECIAL WARRANTY DEED

THIS INDENTURE made as of the 20 day of October, 2025, effective as of October 31, 2025, between **SHARON HPC PROPERTY, INC.**, a Pennsylvania corporation (hereinafter called the "***Grantor***") having an address at 303/44 Miller Street, Sydney, NSW, Australia 2060 and **MERCER NODE PROPERTY, LLC**, a Pennsylvania limited liability company (hereinafter called the "***Grantee***") having an address at c/o Bitfarms, Ltd., 850 New Burton Road, Suite 201, Dover, DE 19904.

WITNESSETH, that intending to be legally bound and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) in hand paid, and other good and valuable consideration the receipt of which is hereby acknowledged, Grantor has conveyed, granted, bargained, sold, released and confirmed, and by these presents does convey, grant, bargain, sell, release and confirm unto the said **Grantee**, its successors and assigns ALL that certain tract or parcel of ground situate in the City of Sharon, County of Mercer and Commonwealth of Pennsylvania, as more particularly described in **EXHIBIT "A"** attached hereto.

BEING the same premises conveyed to Sharon HPC Property, Inc., a Pennsylvania corporation, by deed from Vertua Property, Inc., dated as of 10/20/2025 effective as of 10/31/2025, recorded in the Mercer County Recorder of Deeds Office ~~on ____ in File ____~~ **simultaneously herewith.**

TOGETHER WITH all and singular the buildings and improvements, ways, streets, alleys, passages, waters, watercourses, driveways, rights, liberties, privileges, easements, tenements, hereditaments and appurtenances belonging or appertaining thereto; the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim or demand of Grantor, in law, in equity or otherwise, of, in and to the above described premises and every part thereof;

UNDER AND SUBJECT all existing covenants, agreements, notices, conditions, easements, restrictions, reservations and rights of record, to the extent valid and enforceable and still applicable to the above described premises, without any intention to reimpose any such matters of record.

TO HAVE AND TO HOLD said premises above described, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and

PATRICK GERARD FERGUSON LL.B (HONS)
SOLICITOR & NOTARY PUBLIC
NOTARY PUBLIC ID # 1258
(MY COMMISSION IS NOT LIMITED BY TIME)

intended so to be, with the appurtenances, unto Grantee and Grantee's successors and assigns forever under.

AND the said Grantor, for itself and its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor and its successors and assigns, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor and its successors and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any).

Stamp #2025-067074	Consideration	$3,000,000.00
Loc Sharon		Afft N
Commonwealth Of Pa		$30,000.00
Sharon		$45,000.00
Sharon Schools		$15,000.00
By: COURTNEY BAIR	Total:	$90,000.00

PATRICK GERARD FERGUSON LL.B (HONS)
SOLICITOR & NOTARY PUBLIC
NOTARY PUBLIC ID # 1258

WITNESS, the due execution hereof as of the day and year first above written.

GRANTOR:

SHARON HPC PROPERTY, INC., a Pennsylvania corporation

By: _____
Name: JAMES MANNING.
Title: DIRECTOR + PRESIDENT.

7063380.2

PATRICK GERARD FERGUSON LL.B (HONS)
SOLICITOR & NOTARY PUBLIC
NOTARY PUBLIC ID # 1258
(MY COMMISSION IS NOT LIMITED BY TIME)

New South Wales)
) SS:
~~COUNTY~~ COUNTRY OF Australia)

On this 20th day of October, 2025, before me, a Notary Public, the undersigned officer, personally appeared James Manning, known to me (or satisfactorily proven) to be the President of **SHARON HPC PROPERTY, INC.**, a Pennsylvania corporation, and that he as such president, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Notary Public

My commission ~~expires~~: IS NOT LIMITED BY TIME

PATRICK GERARD FERGUSON LL.B (HONS)
SOLICITOR & NOTARY PUBLIC
NOTARY PUBLIC ID # 1258
(MY COMMISSION IS NOT LIMITED BY TIME)
TEL: +61 403885708

File# 2025-00009527

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country	**Australia**
This public document	
2. has been signed by	**Patrick Gerard Ferguson**
3 acting in the capacity of	**Notary Public**
4. bears the seal/stamp of	**Patrick Gerard Ferguson, Notary Public, New South Wales, Australia**
	Certified
5. at **Sydney Passport Office**	6. **the 22nd day of October, 2025**
7. by **Yan Ni**	**Department of Foreign Affairs and Trade Sydney Passport Office Australia**
8. No. **UPPT-BS-267136**	
9. Seal/Stamp	10. Signature

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE
SYDNEY

This Apostille only certifies the authenticity of the signature (where applicable) and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued. This Apostille can be verified at https://orao.dfat.gov.au/pages/verifyapostille.aspx

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS, the due execution hereof as of the day and year first above written.

GRANTEE:

MERCER NODE PROPERTY, LLC,
a Delaware limited liability company

By: _____
Name: Ben Gagnon
Title: Authorized Person

CERTIFICATE OF RESIDENCE

I do hereby certify that the address of the within named Grantee is:

c/o Bitfarms Ltd.
850 New Burton Road, Suite 201
Dover, DE 19904

By: DocuSigned by: Ben Gagnon 9849C33DC14A445...

Name: Ben Gagnon
Title: Authorized Person

EXHIBIT A

Legal Description

LEGAL DESCRPTION:

All that certain tract of land lying and being in the City of Sharon, County of Mercer, State of Pennsylvania, being more particularly described as follows:

PARCEL 1:

Tax parcel ID # 1-S-15 (Land only)
Property: 200 Clark Street, Sharon, PA 16146

Situated in the Commonwealth of Pennsylvania, County of Mercer and the City of Sharon and known as being part of a tract of land conveyed to Armco, Inc. by 92-06119 of Mercer County Records and being further bounded and described as follows to wit:

Beginning at the centerline intersection of Clark Street (40' wide) and Sharpsville Road aka State Route 718 (51' wide), thence, North 87 degrees 43 minutes 03 seconds West, along the centerline of said Clark Street, a distance of 461.29 feet to a point; thence, North 75 degrees 44 minutes 25 seconds West, continuing along the centerline of said Clark Street, a distance of 99.38 feet to a point on the West line of the Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad) and being the true Place of Beginning for the tract of land herein described; thence, South 06 degrees 55 minutes 25 seconds West, along the said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad), a distance of 1415.43 feet to a track spike set in a large rock and being in the Easterly line of the Norfolk and Southern Railroad (formerly the Erie Railroad) and passing over a capped rebar set at a distance of 20.00 feet; thence, the following 11 courses along the Easterly line of lands of Norfolk and Southern Railroad (formerly the Erie Railroad):

1 - North 28 degrees 57 minutes 50 seconds West, 427.05 feet to a 5/8" iron bar found
2 - North 24 degrees 56 minutes 08 seconds West, 163.03 feet to a 5/8" iron bar found
3 - North 19 degrees 10 minutes 31 seconds West, 129,93 feet to a capped rebar set
4 - North 04 degrees 01 minutes 14 seconds West, 81.20 feet to a 5/8" iron bar found
5 - North 09 degrees 15 minutes 14 seconds West, 107.00 feet to a capped rebar set
6 - North 04 degrees 00 minutes 14 seconds West, 95.00 feet to a capped rebar set
7 - North 01 degrees 21 minutes 14 seconds West, 96,00 feet to a capped rebar set
8 - North 03 degrees 57 minutes 46 seconds East, 145.00 feet to a capped rebar set
9 - North 07 degrees 02 minutes 46 seconds East, 150.00 feet to a capped rebar set
10 - North 04 degrees 04 minutes 11 seconds East, 8.84 feet to a capped rebar set
11 - North 09 degrees 48 minutes 14 seconds West, 32.31 feet to a capped rebar set
12 - North 12 degrees 35 minutes 46 seconds East, 170.38 feet to a point in the centerline of said Clark Street and passing over a capped rebar set at a distance of 150.38 feet; thence, South 75 degrees 44 minutes 25 seconds East, along the centerline of said Clark Street, a distance of 474.51 feet to the Place of Beginning and containing 11.809 acres of land more or less as determined by a survey performed by Marlowe F. Houllion P.S. 050803-r of Campbell & Associates, Inc. in March of 2002.

PARCEL 2:

Tax parcel ID # 1-S-14
Property: 201 Clark Street, Sharon City, PA 16146

PATRICK GERARD FERGUSON LL.B (HONS)
SOLICITOR & NOTARY PUBLIC
NOTARY PUBLIC ID # 1258

Situated in the Commonwealth of Pennsylvania, County of Mercer and the City of Sharon and known as being part of a tract of land conveyed to Armco, Inc. by 92-06119 of Mercer County Records and being further bounded and described as follows to wit:

Beginning at a drill hole set at the intersection of the North line of Clark Street (40' wide) with the West line of Sharpsville Road aka state Route 718 (51' wide); thence, South 63 degrees 12 minutes 57 seconds West, along the North line of said Clark Street, a distance of 12.38 feet to a drill hole set; thence, North 87 degrees 48 minutes 03 seconds West, continuing along the North line of said Clark Street, a distance of 422.11 feet to a 1 inch brass bar in concrete monument found; thence, North 75 degrees 44 minutes 25 seconds West, continuing along the North line of said Clark Street, a distance of 99.84 feet to the West line of the Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad) the true Place of Beginning for the parcel of land herein described; thence, North 75 degrees 44 minutes 25 seconds West, continuing along the North line of said Clark Street, a distance of 405.40 feet to a capped rebar set on the East line of lands of the Norfolk and Southern Railroad; thence, North 25 degrees 58 minutes 06 seconds East, along the East line of said lands of the Norfolk and Southern Railroad, a distance of 1134.00 feet to a capped rebar set; thence, North 75 degrees 42 minutes 48 seconds East, a distance of 41.14 feet to a capped rebar set on the West line of the said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad); thence, Southerly, along the West line of said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad) which is along the arc of a curve to the left, an arc distance of 100.92 feet, said curve having a central angle of 04 degrees 10 minutes 58 seconds, a radius of 1382.45 feet and a chord distance of 100.90 feet which bears South 09 degrees 09 minutes 34 seconds West to a capped rebar set at the point of tangency; thence, South 07 degrees 04 minutes 06 seconds West, along the West line of the Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad), a distance of 1037.09 feet to the true Place of Beginning and containing 5.625 acres of land more or less as determined by a survey performed by Marlowe F. Houllion P.S. 050803-r of Campbell & Associates, Inc in March of 2002.

BEING PARCEL NOS. 1 S 15 (Parcel 1), 1 S 14 (Parcel 2)

BEING the same premises which Clark Street Properties, LLC a Pennsylvania limited liability company, by Deed dated August 15, 2024 and recorded August 19, 2024 in Mercer County at Instrument No. 2024-00006261, granted and conveyed unto Vertua Property, Inc., a Delaware corporation, in fee.

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-18 (FI)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

RECORDER'S USE ONLY
State Tax Paid:
Book: | Page:
Instrument Number:
Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document: 10/31/2025

Grantor(s)/Lessor(s)	Telephone Number	Grantee(s)/Lessee(s)	Telephone Number
SEE ATTACHMENT "A"		SEE ATTACHMENT "A"	
Mailing Address		Mailing Address	
City / State / ZIP Code		City / State / ZIP Code	

SECTION II REAL ESTATE LOCATION

Street Address	City, Township, Borough
SEE ATTACHMENT "A"	Sharon City

County	School District	Tax Parcel Number
Mercer	Sharon City School District	1-S-14 and 1-S-15

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ● NO

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
3,000,000.00	+ 0.00	= 3,000,000.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Computed Value
	X	=

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
$	%	%

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- ○ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ○ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ○ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ○ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ○ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ○ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ○ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name	Telephone Number
David S. Blum, Esq., Montgomery McCracken Walker & Rhoads LLP	(215) 772-7534
Mailing Address	City / State / ZIP Code
1735 Market Street, 20th Floor	Philadelphia / PA / 19103

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: David S. Blum

Date: 10/31/2025

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

1830019105

1830019105

ATTACHMENT "A"

REV-183

PARCEL IDs: 1-S-14 and 1-S-15

PROPERTY: 200 Clark Street, Sharon City, PA 16146

GRANTOR:
Sharon HPC Property, Inc.
c/o Vertua Ltd.
303/44 Miller Street
North Sydney, NSW 2060
Australia
Attention: James Manning
+61-499-400-900

GRANTEE:
Mercer Node Property, LLC
850 New Burton Road, Suite 201
Dover, Delaware 19904

EXHIBIT B

Image ID: 000002707136 Type: GEN
Recorded: 01/27/2015 at 10:21:56 AM
Fee Amt: $52.50 Page 1 of 21
Mercer County, PA
Dee Dee Zickar Recorder of Deeds
File 2015-00000810

Environmental Covenant

When recorded, return to:
Clark Street Properties, LLC
ATTN: Paul E. O'Brien
7337 Warren-Sharon Road, Box 9
Brookfield, Ohio 44403-0009

The County Parcel Identification Nos. of the Property are: Parcels 1 and 4 Combined, and Parcels 2, 3, and 5 of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer County records.

GRANTOR: Clark Street Properties, LLC
PROPERTY ADDRESS: Sharon Pipe Plant, 200 Clark Street, Sharon, PA 16146

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 is located in the City of Sharon, Mercer County.

The postal street address of the Property is: 200 Clark Street, Sharon, Pennsylvania, 16146.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude = +41.243964; Longitude = -80.506547.

The Property has been known by the following name(s): Wheatland Tube Co – Sharon Pipe Plant / f.k.a. Armco Sawhill Tubular Division

The DEP Primary Facility ID No. is: 625900

A complete description of the Property is attached to this Environmental Covenant as **Exhibit A**. A map of the Property is attached to this Environmental Covenant as **Exhibit B**.

Image ID: 000002707137 Type: GEN
Page 2 of 21
File 2015-00000810

2. **Property Owner / GRANTOR / GRANTEE**. Clark Street Properties, LLC is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

The mailing address of the owner is:

Clark Street Properties, LLC
7337 Warren-Sharon Road
Box 9
Brookfield, Ohio 44403-0009
ATTN: Paul E. O'Brien

3. **Holder(s) / GRANTEE(S)**. The following is/are the GRANTEE(s) and a "holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: There are no Holder(s) or other Grantee(s) other than named herein.

4. **Description of Contamination & Remedy**. In accordance with a Consent Order and Agreement (COA) between the Commonwealth of Pennsylvania Department of Environmental Protection (PADEP), the JMC Steel Group (JMC) (f/k/a John Maneely Company) submitted the following documents to PADEP: (1) an April 2007 Conceptual Site Model (CSM) Report; (2) an August 24, 2007 Notice of Intent to Remediate (NIR); (3) a January 31, 2008 Remedial Investigation (RI) Report; (4) a July 1, 2008 revised RI Report; (5) a November 2008 Site-Specific Risk Assessment (RA) Report; (6) a March 26, 2009 Revised RA Report; (7) an August 7, 2009 Cleanup Plan; (8) a September 23, 2013 Final Report; and (9) a May 7, 2014 Revised Final Report. Through these documents, JMC has demonstrated compliance with Act 2 standards through a combination of the Background, Statewide Health, and/or Site-Specific cleanup standards set forth in Sections 302, 303 and 304 of Act 2 and related regulations.

Groundwater: The RI identified concentrations of VOCs, SVOCs, PCBs, dioxins, metals, sulfate, and nitrate in groundwater at levels exceeding applicable PADEP groundwater media-specific concentrations (MSCs) and/or surface water quality standards (SWQS). The RI also identified the presence of nonaqueous phase liquids (NAPL) and a low pH plume (collectively, the Groundwater Plumes). The Groundwater Plumes are located within the limits of a City of Sharon groundwater ordinance, which restricts potable, non-potable, and industrial use of groundwater. Portions of the Groundwater Plumes are also located within the Technical Impracticability Waiver area defined for the upgradient Westinghouse Superfund Site to the east, for which USEPA has determined that restoration of the alluvial (upper) aquifer to drinking water quality is technically impracticable as a result of the contamination at and migrating from the Westinghouse Superfund Site. A site-specific evaluation of potentially complete human and ecological exposure pathways for the Property indicates that there are no unacceptable exposures to site-related contaminants under current conditions. Future exposures to site-related contaminants for on-site construction and redevelopment workers via direct contact with shallow groundwater is possible (see Exhibit C-1). Engineering and institutional controls have been implemented to appropriately manage these potential future exposures.

Soil: The RI identified concentrations of VOCs, SVOCs, PCBs and metals in soil at levels exceeding applicable PADEP Statewide Health Standards for soil, including direct contact

MSCs and vapor intrusion screening criteria. The evaluation of potentially complete human and ecological exposure pathways for the Property indicated the following: (1) no buildings are currently present in areas where exposure to vapor intrusion is a concern; (2) one location (GP01-042) in the Waste Storage Area (shown on Exhibit C-2) has a benzo(a)pyrene concentration in soil above the Non-Residential Direct Contact MSC; (3) soil concentrations in the Former Settling Basin Area (shown on Exhibit C-2) area may result in exposure to vapor intrusion depending on whether and when a building is constructed over the area; and (4) soil concentrations in the Former Settling Basin Area (shown on Exhibit C-2) may result in exposure during future site construction and redevelopment activities. Engineering and institutional controls have been implemented to appropriately manage these current and potential future exposures.

Prior site remediation activities have included the implementation of a pump and treat system to hydraulically control and reduce groundwater contamination. In addition, during the RI, building decommissioning was completed and source area remediation was conducted at the Former Galvanizing Area.

To address residual groundwater and soil contamination at the site, the final remedy includes a combination of engineering and institutional controls as described in Section 5 below. In addition, a minimum of eight quarters of groundwater monitoring were conducted to demonstrate attainment of the Background Standard for constituents of concern associated with the upgradient Westinghouse Superfund Site and to confirm that the Groundwater Plumes are stable and contaminants are not discharging to the Shenango River at levels of concern.

Maps that delineate the areas on the Property with institutional and/or engineering controls are attached as Exhibits C-1 and C-2.

5. **Activity & Use Limitations.** Clark Street Properties, LLC agrees to implement the following activity and use limitations on the Property:

a. The Property and each portion thereof shall be used solely for nonresidential purposes;
b. Each part or portion of any building, structure or paved surface in the vicinity of the Waste Storage Area (GP01-042) that serves to eliminate pathways of exposure to potential contamination, as shown on Exhibit C-2, shall be maintained to prevent complete pathways of exposure to soil and/or groundwater contamination;
c. There shall be no demolition, removal, replacement, or reconstruction of, or other modification to, any part or portion of any building, structure, or paved surface in the vicinity of GP01-042 that serves to eliminate pathways of exposure to potential contamination, as shown on Exhibit C-2, unless PADEP is notified in writing;
d. No new structures shall be erected at the Property until a re-evaluation of potential vapor intrusion exposure pathways is completed, and until mitigation measures are implemented, as necessary, to prevent any significant exposures via this pathway;
e. Unless deemed necessary or desirable for environmental monitoring, inspection and/or remediation activities, no person or entity will be permitted to (i) use any groundwater now or hereafter located on or under any portion of the Property; (ii)

cause any groundwater to rise to the surface; (iii) alter the natural flow or infiltration of any groundwater; or (iv) perform any drilling or excavation activity that would disturb any groundwater or create a potential risk of human exposure to contaminants that may be in any groundwater;

f. There shall be no excavation on the Property, and no soils shall be taken off of the Property, unless PADEP is notified and a site-specific health and safety plan (HSP) and a soil management plan (SMP) are developed and implemented;

g. Annual monitoring inspections will be undertaken to assess the condition of the engineering controls and verify that the City of Sharon groundwater use ordinance is still in effect as detailed in the Post Remediation Care Plan section of the Revised Final Report;

h. Annual groundwater monitoring and reporting will be conducted at three monitoring wells (MW01-55D, MW01-69D and MW01-70D) to verify that cadmium concentrations and pH levels in groundwater do not result in surface water impacts that contravene the surface water quality standards, as described in the Post Remediation Care Plan section of the Revised Final Report.

i. The obligations described in the Post Remediation Care Plan section of the Revised Final Report (Exhibit D).

j. For the property described in 92 DR 06119, Second Described, Parcel No. 1, the following applies: There shall be no disturbance of the surface of the land by filling, drilling, excavation, removal of topsoil, rocks or minerals, or change in the topography of the land without at least thirty (30) days prior written approval from U.S. EPA.

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.** After written request by the Department or by the end of every June following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 3, written documentation of noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

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

9. **Recording & Proof & of Notification**. Within 30 days after the date of the Department's approval of this Environmental Covenant, Clark Street Properties, LLC 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 60 days of recording. Within that time period, Clark Street Properties, LLC also shall send a file-stamped copy to each of the following: the City of Sharon and the County of Mercer.

10. **Termination or Modification**.

a. This Environmental Covenant may only be 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 may be terminated 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. **This Paragraph Intentionally Left Blank.**

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

Regional Manager
Environmental Cleanup and Brownfields
Pennsylvania Department of Environmental Protection
230 Chestnut Street
Meadville, PA 16335

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 by Owner(s) and any Holder(s), in the following form:

Date: 12-11-14

Clark Street Properties, LLC, Grantor
By: _____
Name: Paul E. O'Brien
Title: President / Member

Date: 12-29-14

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
By: Anita M. Stainbrook
Name: Anita M. Stainbrook
Title: Environmental Program Manager

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

On this 11th day of December, 2014, before me, a Notary Public, the undersigned person, Paul E O'Brien, personally appeared and acknowledged himself to be authorized on behalf of Clark Street Properties, LLC to sign the foregoing Environmental Covenant, dated 12-11-14.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Judith A DeMay
Notary Public

My Commission Expires:

JUDITH A. DEMAY
NOTARY PUBLIC • STATE OF OHIO
My commission expires Mar. 24, 2018

Seal:

NOTARIAL SEAL
STATE OF OHIO

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CRAWFORD) SS:

On this 29th day of December, 2014, before me, a Notary Public, the undersigned person, personally appeared Anita M. Stainbrook, Regional Manager, Environmental Cleanup and Brownfields of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northwest Regional Office, 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.

Jane O Butryn
Notary Public

My Commission Expires: Aug. 26, 2015

Seal:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jane O. Butryn, Notary Public
City of Meadville, Crawford County
My Commission Expires Aug. 26, 2015

Image ID: 000002707143 Type: GEN
Page 8 of 21
File 2015-00000810

EXHIBIT A

METES AND BOUNDS
DESCRIPTION OF PROPERTY

MAIN

First Described
Parcel 1 and Parcel 4 Combined

Situated in the Commonwealth of Pennsylvania, County of Mercer and the City of Sharon and known as being part of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer County records and being further bounded and described as follows to wit:

Beginning at the centerline Intersection of Clark Street (40' wide) and Sharpsville Road aka State Route 718 (51' wide), thence, North 87 degrees 48 minutes 03 seconds West, along the centerline of said Clark Street, a distance of 461.29 feet to a point; thence 75 degrees 44 minutes 25 seconds West, continuing along the centerline of said Clark Street, a distance of 99.38 feet to a point on the west line of the Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad) and being the TRUE PLACE OF BEGINNING for the tract of land herein described;

Thence, South 06 degrees 55 minutes 25 seconds West, along the said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad), a distance of 1415.43 feet to a track spike set in a large rock and being in the easterly line of the Norfolk and Southern Railroad (formerly the Erie Railroad) and passing over a capped rebar set at a distance of 20.00 feet;

Thence, the following 11 courses along the easterly line of lands of Norfolk and Southern Railroad (formerly the Erie Railroad);

- North 28 degrees 57 minutes 50 seconds West, 427.05 feet to a 5/8" iron bar found
- North 24 degrees 56 minutes 08 seconds West, 163.03 feet to a 5/8" iron bar found
- North 19 degrees 10 minutes 31 seconds West, 129.93 feet to a capped rebar set
- North 04 degrees 01 minutes 14 seconds West, 81.20 feet to a 5/8" iron bar found
- North 09 degrees 15 minutes 14 seconds West, 107.00 feet to a capped rebar set
- North 04 degrees 00 minutes 14 seconds West, 95.00 feet to a capped rebar set
- North 01 degrees 21 minutes 14 seconds West, 96.00 feet to a capped rebar set
- North 03 degrees 57 minutes 46 seconds East, 145.00 feet to a capped rebar set
- North 07 degrees 02 minutes 46 seconds East, 150.00 feet to a capped rebar set
- North 04 degrees 04 minutes 11 seconds East, 8.84 feet to a capped rebar set
- North 09 degrees 48 minutes 14 seconds West, 32.31 feet to a capped rebar set
- North 12 degrees 36 minutes 46 seconds East, 170.38 feet to a point in the centerline of said Clark Street and passing over a capped rebar set at a distance of 150.38 feet

Thence, South 75 degrees 44 minutes 25 seconds East, along the centerline of said Clark Street, a distance of 474.51 feet to the place of beginning and containing 11.809 acres of land more or less as determined by a survey performed by Marlowe F. Houillon P.S. 050803-R of Campbell & Associates, Inc. in March of 2002.

Image ID: 000002707145 Type: GEN
Page 10 of 21
File 2015-00000810

NORTH YARD

First Described
Parcel 5

Situated in the Commonwealth of Pennsylvania, County of Mercer and the City of Sharon and known as being part of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer County records and being further bounded and described as follows to wit:

Beginning at a drill hole set at the intersection of the north line of Clark Street (40' wide) with the west line of Sharpsville Road aka State Route 718 (51' wide); thence, South 63 degrees 12 minutes 57 seconds West, along the north line of said Clark Street, a distance of 12.38 feet to a drill hole set; thence, North 87 degrees 48 minutes 03 seconds West, continuing along the north line of said Clark Street, a distance of 422.11 feet to a 1 inch brass bar in concrete monument found; thence, North 75 degrees 44 minutes 25 seconds West, continuing along the north line of said Clark Street, a distance of 99.84 feet to the west line of the Erie and Pittsburg Railroad right of way (formerly the Pennsylvania Railroad) the TRUE PLACE OF BEGINNING for the parcel of land herein described:

Thence, North 75 degrees 44 minutes 25 seconds West, continuing along the north line of said Clark Street, a distance of 405.40 feet to a capped rebar set on the east line of lands of the Norfolk and Southern Railroad;

Thence, North 25 degrees 58 minutes 06 seconds East, along the east line of said lands of the Norfolk and Southern Railroad, a distance of 1134.00 feet to a capped rebar set;

Thence, North 76 degrees 42 minutes 48 seconds East, a distance of 41.14 feet to a capped rebar set on the west line of the said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad);

Thence, Southerly, along the west line of said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad) which is along the arc of a curve to the left, an arc distance of 100.92 feet, said curve having a central angle of 04 degrees 10 minutes 58 seconds, a radius of 1382.45 feet and a chord distance of 100.90 feet which bears South 09 degrees 09 minutes 34 seconds West to a capped rebar set at the point of tangency;

Thence, South 07 degrees 0 minutes 06 seconds West, along the west line of the Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad), a distance of 1037.09 feet to the true place of beginning and containing 5.625 acres of land more or less as determined by a survey performed by Marlowe F. Houillon P.S. 050803-R of Campbell & Associates, Inc. in March of 2002.

Image ID: 000002707146 Type: GEN
Page 11 of 21
File 2015-00000810

SETTLING BASIN

First Described
Parcel 2

Situated in the Commonwealth of Pennsylvania, County of Mercer and City of Sharon and known as being part of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer county records and being further bounded and described as follows to wit:

Beginning at the centerline intersection of Clark Street (width varies) and North Water Avenue (width varies); thence, South 57 degrees 12 minutes 45 second East, along the center line of said Clark Street, a distance of 390.27 feet to a point; thence, South westerly along the arc of a curve to the left, an arc distance of 183.95 feet, said curve having a central angle of 16 degrees 33 minutes 19 seconds, a radius of 636.62 feet, a chord distance of 183.31 fee, which bears south 65 degrees 29 minutes 30 seconds East to the point of tangency; thence, South 73 degrees 46 minutes 14 seconds East, along the centerline of said Clark Street, a distance of 272.79 feet to the centerline of Shenango Avenue (33' wide); thence, South 75 degrees 44 minutes 25 seconds East, along the centerline of said Clark Street, a distance of 72.06 feet thence, south 14 degrees 15 minutes 35 seconds West, at a right angle to the centerline of said Clark Street, a distance of 20,000 feet to a capped rebar set and being the TRUE PLACE OF BEGINNING for the parcel of land herein described to wit:

Thence, Southerly along the of Norfolk and Southern Railroad (formerly the Erie Railroad) along the arc of a curve to the right, on arc distance of 652.12 fee said curve having a central angle of 19 degrees 44 minute 35 seconds, a radius of 1875.08 feet, and a chord distance of 648.84 feet, which bears South 18 degrees 38 minutes 30 seconds West, to a capped rebar set;

Thence, North 56 degrees 38 minutes 35 seconds West, a distance of 72.50 feet to a capped rebar set on the east line of Shenango Avenue;

Thence, North 26 degrees 14 minutes 41 seconds East, along the east line of said Shenango Avenue, a distance of 77.40 feet to a capped rebar set at an angle point;

Thence, North 18 degrees 56 minute 41 seconds East, along the east line of said Shenango Avenue, a distance of 510.05 feet to a capped rebar set on the south line of said Clark Street;

Thence, North 45 degrees 43 minutes 33 seconds East, along the south line of said Clark Street, a distance of 28.50 feet to a caped rebar set;

Thence, South 82 degrees 46 minutes 51 seconds East, along the south line of said Clark Street, a distance of 42.98 feet to a capped rebar set;

Thence, North 30 degrees 37 minutes 42 seconds East, along the south line of said Clark Street, a distance of 9.98 feet to true place of beginning and containing 1.130 acres of land more or less as determined by a survey performed by Marlowe F. Houillon P.S. 050803-R of Campbell & Associates, Inc.

Image ID: 000002707147 Type: GEN
Page 12 of 21
File 2015-00000810

UNNAMED PARCEL

First Described
Parcel 3

Situated in the Commonwealth of Pennsylvania, County of Mercer and City of Sharon and known as being part of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer county records and being further bounded and described as follows to wit:

Beginning at the centerline intersection of Clark Street (width varies) and North Water Avenue (width varies); thence, South 57 degrees 12 minutes 45 second East, along the center line of said Clark Street, a distance of 390.27 feet to a point; thence, South westerly along the arc of a curve to the left, an arc distance of 183.95 feet, said curve having a central angle of 16 degrees 33 minutes 19 seconds, a radius of 636.62 feet, a chord distance of 183.31 fee, which bears south 65 degrees 29 minutes 30 seconds East to the point of tangency; thence, South 73 degrees 46 minutes 14 seconds East, along the centerline of said Clark Street, a distance of 180.61 feet to a point; thence, South 16 degrees 13 minutes 46 seconds West, at a right angle to the centerline of said Clark Street, a distance of 45.00 feet to a capped rebar set and being the TRUE PLACE OF BEGINNING for the parcel of land herein described to wit:

Thence, South 73 degrees 46 minutes 14 seconds East, along the south line of said Clark Street, a distance of 23.57 feet to a caped rebar set;

Thence, South 07 degrees 41 minutes 55 seconds West, along the south line of said Clark Street, a distance of 20.22 feet to a capped rebar set;

Thence, South 73 degrees 46 minutes 14 seconds East, along the south line of said Clark Street, a distance of 46.01 feet to a capped rebar set on the west line of Shenango Avenue (33' wide);

Thence, South 18 degrees 56 minutes, 41 seconds West, along the west line of said Shenango Avenue, a distance of 500.10 feet to a capped rebar set at a an angle point;

Thence, South 26 degrees 14 minutes 41 seconds West, along the west line of said Shenango Avnue, a distance of 61.00 feet to a capped rebar set;

Thence, North 63 degrees 45 minutes 19 seconds West, a distance of 59.81 feet to a capped rebar set;

Thence, North 23 degrees 04 minutes 30 seconds East, but along the low water mark of the Shenango River, a distance of 408.47 feet to a capped rebar set;

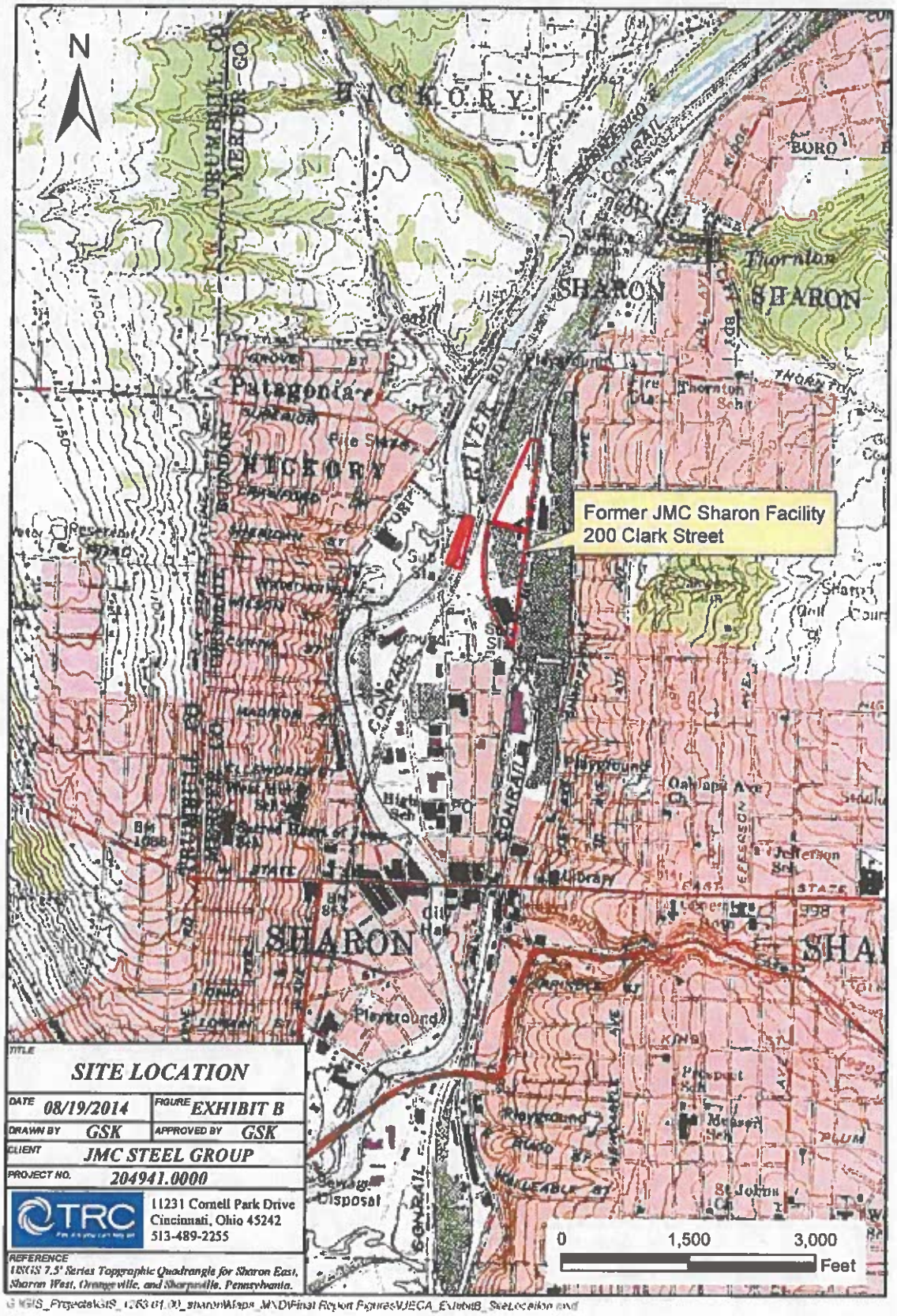
Thence, North 06 degrees 29 minutes 46 seconds East, but along the low water mark of the Shenango River, a distance of 166.04 feet to the true place of beginning and containing 0.679 acres of land more or less as determined by a survey performed by Marlowe F. Houillon P.S. 050803-R of Campbell & Associates, Inc. in March of 2002.

Image ID: 000002707148 Type: GEN
Page 13 of 21
File 2015-00000810

EXHIBIT B

SITE LOCATION MAP

Image ID: 000002707149 Type: GEN
Page 14 of 21
File 2015-00000810



TITLE	SITE LOCATION
DATE 08/19/2014	FIGURE EXHIBIT B
DRAWN BY GSK	APPROVED BY GSK
CLIENT	JMC STEEL GROUP
PROJECT NO.	204941.0000

TRC
11231 Cornell Park Drive
Cincinnati, Ohio 45242
513-489-2255

REFERENCE
USGS 7.5' Series Topographic Quadrangle for Sharon East, Sharon West, Orangeville, and Sharpsville, Pennsylvania.

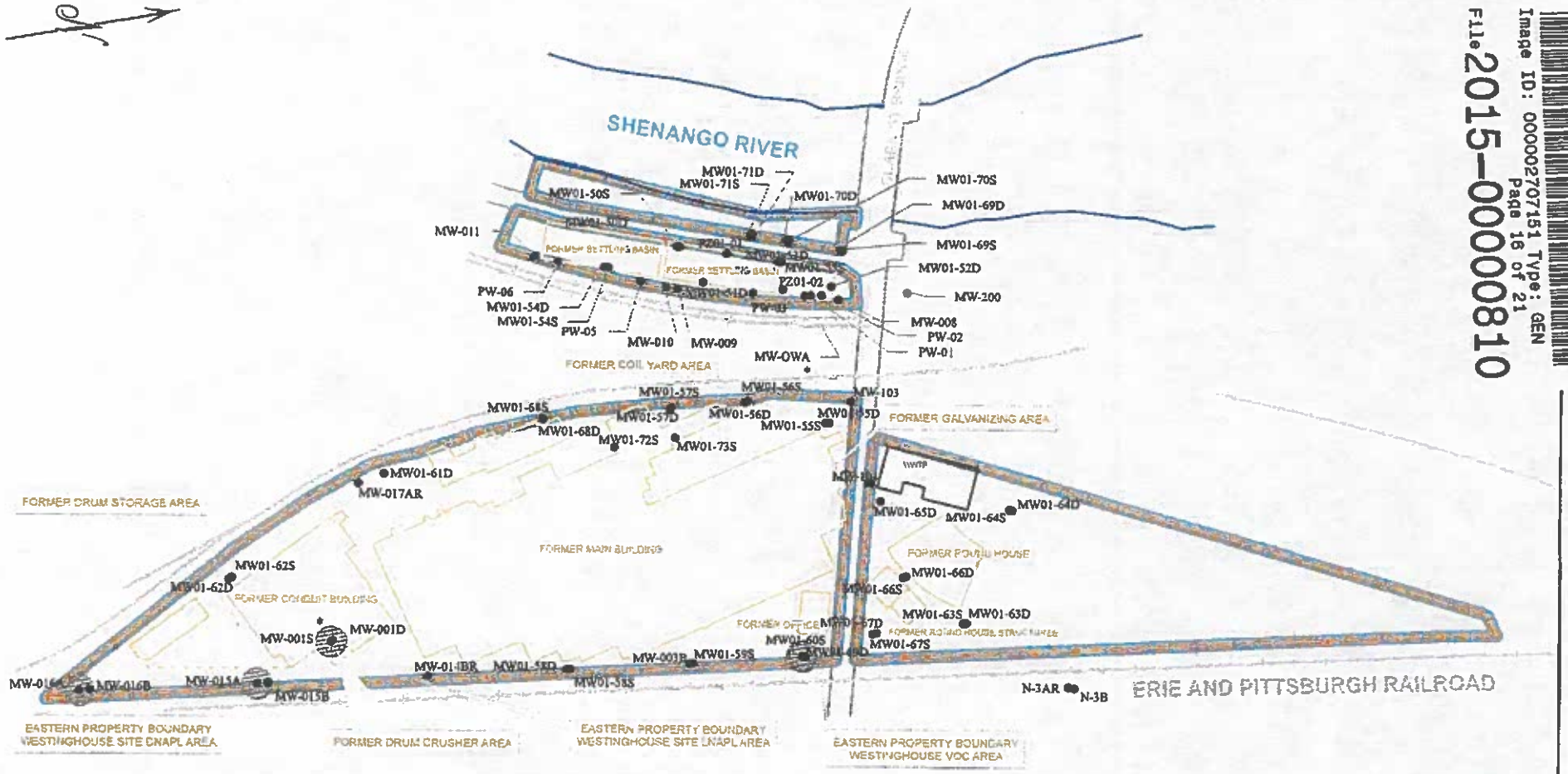
G:\GIS_Projects\GIS_1763.01.00_SharonMaps_MXD\Final Report Figures\JECA_ExhibitB_SiteLocation.mxd

Image ID: 000002707150 Type: GEN
Page 15 of 21
File 2015-00000810

EXHIBIT C-1

AREAS SUBJECT TO
CITY OF SHARON GROUNDWATER USE ORDINANCE AND/OR SITE-SPECIFIC INSTITUTIONAL CONTROLS

File 2015-0000810
Image ID: 00000270151 Type: GEN
Page 16 of 21



Legend

- Groundwater Monitoring Well Locations
- Exceeds PADEP Risk or HI Thresholds for Construction and/or Redevelopment Worker Exposure
- Site Areas Subject to City of Sharon Groundwater Ordinance and Site-Specific Institutional Controls
- Current Building
- Former Buildings
- River
- Railways
- Roads
- Approximate Property Boundary
- * Monitoring Wells where LNAPL was observed

ENVIRON

DRAWN BY: MRJ	DATE: 04/30/2014	REVISED:

Groundwater Institutional Controls

JMC Sharon Plant, Sharon, PA

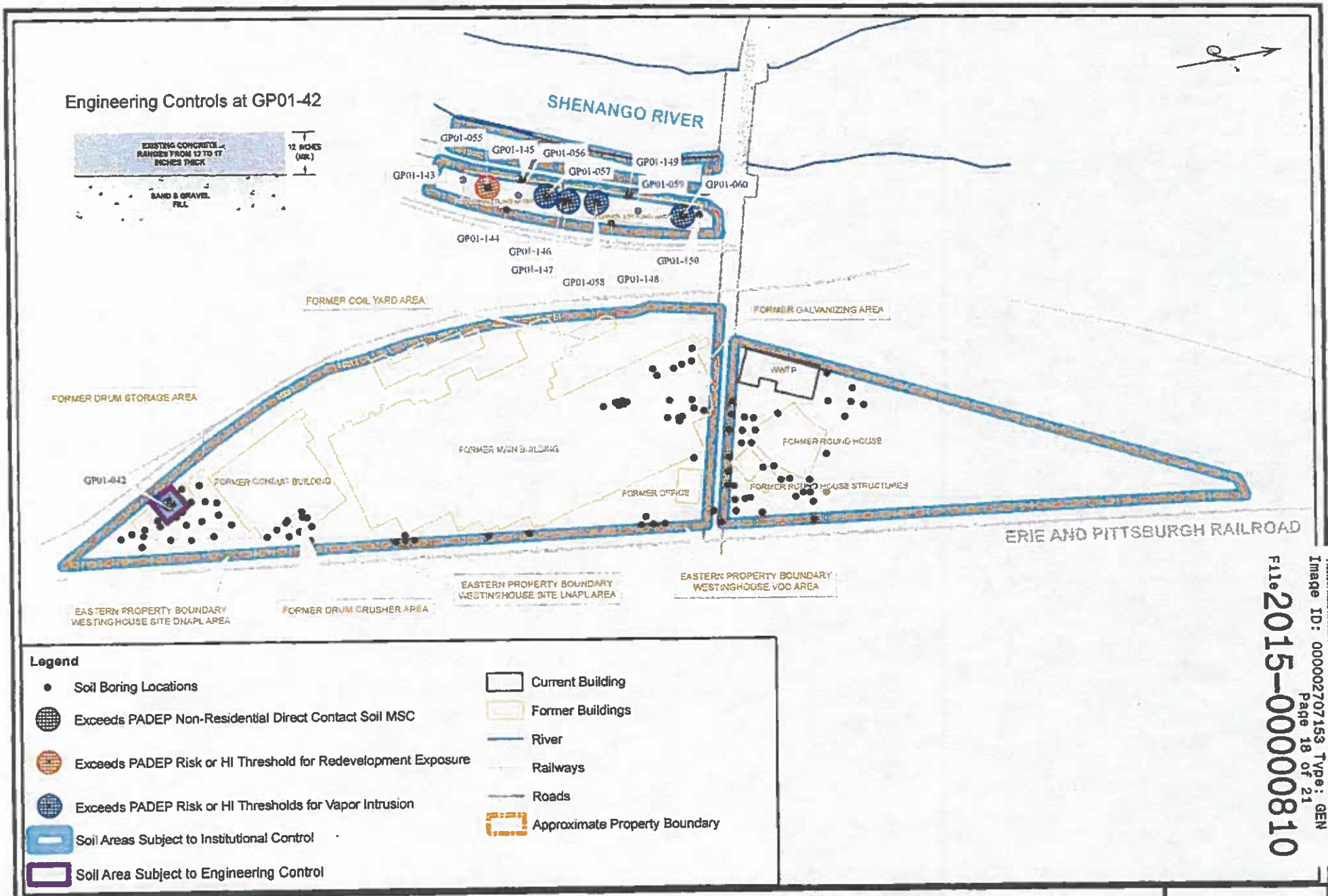
0 100 200 Feet

EXHIBIT C-1

Image ID: 000002707152 Type: GEN
Page 17 of 21
File2015-00000810

EXHIBIT C-2

SOIL AREAS SUBJECT TO
INSTITUTIONAL AND/OR ENGINEERING CONTROLS



ENVIRON

DRAWN BY: MVG	DATE: 07/24/2009	REVISED:

Soil Institutional and Engineering Controls

JMC Sharon Plant, Sharon, PA

0 100 200 Feet

EXHIBIT C-2

File 2015-0000810
Image ID: 00002707153 Type: GEN
Page 18 of 21

Image ID: 000002707154 Type: GEN
Page 19 of 21
File 2015-00000810

EXHIBIT D

REVISED FINAL REPORT

SECTION 8 – POST REMEDIATION CARE PLAN

Image ID: 000002707155 Type: GEN
Page 20 of 21
File2015-00000810

8 Post Remediation Care Plan

To address groundwater and soil contamination at the site, the selected final remedy for the site includes:

1. engineering controls including the use of the existing concrete cap in the former Waste Storage area (GP01-042) that exhibits a soil concentration above the applicable MSC;
2. institutional controls including the City of Sharon Groundwater Use Ordinance to limit exposures via use of shallow groundwater at the site;
3. use of appropriate health and safety protocols for on-site excavation activities; and
4. the reevaluation of the vapor intrusion pathway and mitigation of this pathway for all new buildings to be constructed at the site.

The requirements for exposure controls during future excavations and the reassessment of the vapor intrusion pathway for future buildings are specified in the site-specific environmental covenant for the site. As part of the remedy implementation, groundwater monitoring was conducted to demonstrate attainment of the Background Standard for constituents associated with the upgradient site, and confirm that the LNAPL areas are stable and groundwater is not discharging to the Shenango River at levels of concern. Post-remedy monitoring will be conducted to ensure that the selected remedy remains protective. This monitoring will include annual confirmation that the City of Sharon Groundwater Use Ordinance has not been repealed or changed; inspection of the concrete cover and identification of any significant changes in site conditions; re-evaluation of vapor intrusion exposure for any new buildings that may be constructed on the site; and limited groundwater stability monitoring to verify that cadmium concentrations and pH levels in groundwater do not result in surface water impacts that contravene the SWQS.

8.1 Cap Inspection and Maintenance Schedule

The engineering cap in the former Waste Storage area will be inspected annually and repaired as needed. The condition of the engineering cap will be discussed in the annual compliance report (See Section 8.6) and noted on the site inspection form, attached as Appendix 12.

8.2 Institutional Control Evaluation Schedule

Compliance with the site-specific Environmental Covenant will be verified on an annual basis in accordance with the Department's approval of the covenant. This will include a compliance report verifying that the restrictions and coverage of the City of Sharon groundwater use ordinance are still in effect, identification of any building permit applications for the property, changes in site use, and an evaluation of whether there have been any changes in laws or regulations that may be applicable to the remedy for the site.

8.3 Limited Groundwater Stability Verification Monitoring Schedule

As noted in Section 7.1.2.1, additional monitoring is proposed to verify that cadmium concentrations and pH levels in groundwater do not result in surface water impacts that contravene the SWQS. The additional groundwater monitoring will be conducted at monitoring wells MW01-55D, MW01-69D and MW01-70D on an annual basis for a period of two years.

Image ID: 000002707156 Type: GEN
Page 21 of 21
File2015-00000810

The additional sampling data will be evaluated using Mann-Kendall trend testing and LOESS plots to determine whether: the concentrations have stabilized; additional monitoring is necessary; or, remediation should be considered. Upon completion of the additional monitoring, the results, along with recommendations for additional monitoring and/or proposed remedial measures, if any, will be documented in the annual site inspection and compliance report (ASI).

8.4 Contingent Groundwater and Surface Water Monitoring Schedule

Monitoring of groundwater, surface water, and/or storm sewer monitoring may be initiated if changes in site conditions or site redevelopment occur that could affect recharge or groundwater flow at the site, such that the potential impacts to surface water could need to be re-evaluated. Such changes and the need for resumption of post-remediation care monitoring will be identified in the annual site inspection and compliance report. Specifically, contingent groundwater, surface water, and/or storm sewer monitoring will be implemented as follows:

1. One (1) year of quarterly sampling will be performed from a limited number of wells selected based on the observed site conditions. The details of the sampling would be determined prior to implementation of any monitoring.
2. If the results of quarterly monitoring show no changes from conditions documented in this Revised Final Report, then quarterly sampling will cease after one year.
3. If the results of quarterly monitoring indicate potential for impacts to surface water in two consecutive quarters, the need for implementation of remedial measures will be re-evaluated.

The results of any contingent monitoring and/or the need for remedial measures will be documented in the ASI report.

8.5 Health & Safety

In addition, for future activities, such as utility repair or other excavation, to be conducted in excavation restriction areas identified in the environmental covenant, a site-specific HASP will be prepared to identify procedures to be employed to reduce the potential for unacceptable exposures to contaminants in soil and/or groundwater at the site.

8.6 Annual Site Inspection and Compliance Report

An ASI will be prepared to document implementation of the post-remediation care plan activities. This report will include documentation of the engineering and institutional control inspections and confirm that the conditions of the Environmental Covenant are being followed. The report will be prepared by the end of every June following the Department's approval of the site-specific Environmental Covenant. The ASI will be kept in JMC files for at least 5 years following the reporting date.

EXHIBIT C

P:\350-000\353-024\-GIS\Maps\EN01_EPA_LegalNotice\353024_EN01_Sharon_EPA_LegalNotice.aprx 3/18/2026 2:15 PM (zfalk)

NORTH

REFERENCES
1. PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA) IMAGERY WEB MAPPING SERVICE DATED: 2018-2020

N-3AR
N-3B
N-2A
N-2B
N-8A
N-8B
N-9B
MW01-55D
MW01-55S
MW01-56S
MW01-56D
MW-17
M-1R
MW01-57S
MW01-73S
MW01-57D
MW-3B
MW-3AR
MW01-72S
MW01-68D
MW01-68S
MW01-58S
MW-15
MW01-58D
M-12
OS-5A
OS-5B
MW-14BR
MW01-61D
MW-14C
GM-5B
MW-17A
M-9
GM-5A
OS-4B
MW-17AR
MW-1S
MW-1D
MW-15B
OS-4A
R-1
MW01-52S
MW-15A
MW01-62D
M-5
M-4B
M-4A
MW-16B
MW-16A
M-2
OS-6B
OS-6A
OS-3A
OS-3B
OS-3C
S-12R
S-10
OS-2B
S-8B
OS-2A
OS-7B
OS-7AR
S-7R
OS-8C
OS-8B
OS-8A
OS-1B
OS-1A
S-4
S-2A
S-2B
S-1B
S-1A
OS-9C
OS-9B
OS-9A

SCALE IN FEET

EXHIBIT D

WRITTEN CONSENT OF THE SOLE MEMBER

OF

MERCER NODE PROPERTY LLC

Effective as of April 8, 2026

The undersigned, Mercer Node Holdings, LLC, a Delaware limited liability company (the "Member"), being the sole member of Mercer Node Property, LLC, a Delaware limited liability company (the "Company"), pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"), does hereby consent to and approve the following resolutions, with the same force and effect as if approved at a duly called and held meeting of the Member at which the Member was present and voting.

Authorization of Consent Order and Agreement

WHEREAS, the Company desires to enter into that certain Consent Order and Agreement, (the "Agreement"), by and among the Company, Mercer Node Development, LLC, and the Commonwealth of Pennsylvania, Department of Environmental Protection (the "PA DEP"), to, among other matters, undertake subsurface disturbance activities on the real property located at 201 Clark Street, Sharon, PA, Mercer County, Pennsylvania (the "Property"), as more fully described in the Agreement; and

WHEREAS, the Member has reviewed the Agreement and has determined that it is in the best interests of the Company to enter into the Agreement on the terms set forth therein.

NOW, THEREFORE, BE IT:

RESOLVED, that the Company is hereby authorized to enter into, execute, and deliver the Agreement on the terms substantially as presented to the Member, with such changes, modifications, or amendments as the person executing the Agreement on behalf of the Company may approve, such approval to be conclusively evidenced by such person's execution and delivery thereof; and be it further

RESOLVED, that any officer of the Company (each, an "Authorized Person"), acting alone or together, are each hereby authorized, empowered, and directed to execute and deliver the Agreement on behalf of the Company, together with any and all schedules, exhibits, annexes, certifications, or other attachments thereto; and be it further

RESOLVED, that each Authorized Person, acting alone, is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to take or cause to be taken all such further actions, to negotiate, execute, deliver, and file or cause to be filed all such further agreements, instruments, certificates, filings, notices, consents, applications, reports, and documents (including any submissions, compliance reports, or certifications required by the PA DEP in connection with the Agreement), and to pay or cause to be paid all such fees, costs, and expenses, as such Authorized Person may deem necessary, advisable, or appropriate to carry out and effectuate the purposes and intent of the foregoing resolutions, the execution and delivery thereof by such Authorized Person to be conclusive evidence of the approval thereof; and be it further

RESOLVED, that all actions heretofore taken by any officer, manager, authorized representative, or agent of the Company in connection with or related to the negotiation, preparation, or review of the Agreement and the matters described in the foregoing resolutions are hereby ratified, confirmed, and approved in all respects as the acts and deeds of the Company.

General

Delivery of an executed counterpart by electronic transmission (including portable document format (.pdf)) shall be equally effective as delivery of a manually executed counterpart.

This Written Consent shall be filed with the minutes and records of the proceedings of the Member of the Company maintained at the Company's principal office.

IN WITNESS WHEREOF, the undersigned Member has executed this Written Consent as of the date first written above.

MERCER NODE HOLDINGS, LLC

By: _____

Name: Robert Lovett, Jr.

Title: Vice President

EXHIBIT E

WRITTEN CONSENT OF THE SOLE MEMBER

OF

MERCER NODE DEVELOPMENT LLC

Effective as of April 8, 2026

The undersigned, Mercer Node Holdings, LLC, a Delaware limited liability company (the "Member"), being the sole member of Mercer Node Development, LLC, a Delaware limited liability company (the "Company"), pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"), does hereby consent to and approve the following resolutions, with the same force and effect as if approved at a duly called and held meeting of the Member at which the Member was present and voting.

Authorization of Consent Order and Agreement

WHEREAS, the Company desires to enter into that certain Consent Order and Agreement, (the "Agreement"), by and among the Company, Mercer Node Property, LLC, and the Commonwealth of Pennsylvania, Department of Environmental Protection (the "PA DEP"), to, among other matters, undertake subsurface disturbance activities on the real property located at 201 Clark Street, Sharon, PA, Mercer County, Pennsylvania (the "Property"), as more fully described in the Agreement; and

WHEREAS, the Member has reviewed the Agreement and has determined that it is in the best interests of the Company to enter into the Agreement on the terms set forth therein.

NOW, THEREFORE, BE IT:

RESOLVED, that the Company is hereby authorized to enter into, execute, and deliver the Agreement on the terms substantially as presented to the Member, with such changes, modifications, or amendments as the person executing the Agreement on behalf of the Company may approve, such approval to be conclusively evidenced by such person's execution and delivery thereof; and be it further

RESOLVED, that any officer of the Company (each, an "Authorized Person"), acting alone or together, are each hereby authorized, empowered, and directed to execute and deliver the Agreement on behalf of the Company, together with any and all schedules, exhibits, annexes, certifications, or other attachments thereto; and be it further

RESOLVED, that each Authorized Person, acting alone, is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to take or cause to be taken all such further actions, to negotiate, execute, deliver, and file or cause to be filed all such further agreements, instruments, certificates, filings, notices, consents, applications, reports, and documents (including any submissions, compliance reports, or certifications required by the PA DEP in connection with the Agreement), and to pay or cause to be paid all such fees, costs, and expenses, as such Authorized Person may deem necessary, advisable, or appropriate to carry out and effectuate the purposes and intent of the foregoing resolutions, the execution and delivery thereof by such Authorized Person to be conclusive evidence of the approval thereof; and be it further

RESOLVED, that all actions heretofore taken by any officer, manager, authorized representative, or agent of the Company in connection with or related to the negotiation, preparation, or review of the Agreement and the matters described in the foregoing resolutions are hereby ratified, confirmed, and approved in all respects as the acts and deeds of the Company.

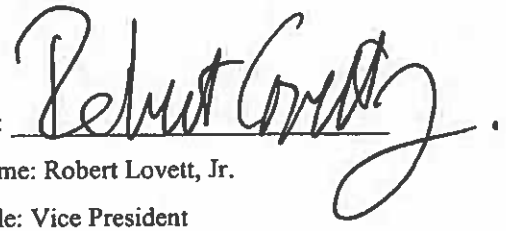
General

Delivery of an executed counterpart by electronic transmission (including portable document format (.pdf)) shall be equally effective as delivery of a manually executed counterpart.

This Written Consent shall be filed with the minutes and records of the proceedings of the Member of the Company maintained at the Company's principal office.

IN WITNESS WHEREOF, the undersigned Member has executed this Written Consent as of the date first written above.

MERCER NODE HOLDINGS, LLC

By: 

Name: Robert Lovett, Jr.

Title: Vice President