

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 12/12/2016
 Instrument Type: AG
 Number of Parcels: 1 Number of Pages: 1¹⁶
 City County

HENRICO
 TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor:
 Grantee:
 Consideration: \$0.00
 Existing Debt: \$0.00
 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):
 Original Principal: \$0.00
 Fair Market Value Increase: \$0.00

Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At: City County

Percentage In This Jurisdiction: 100%

ADUS NC

BUSINESS / NAME

1 Grantor: LOWE'S HOME CENTERS, LLC
 Grantor:
 1 Grantee: LSI CORPORATION, CORP
 Grantee:

GRANTEE ADDRESS

Name: CORP LSI CORPORATION
 Address: 1320 RIDDER PARK DRIVE
 City: SAN JOSE

State: CA Zip Code: 95131

Book Number: Page Number: Instrument Number:
 Parcel Identification Number (PIN): 814-718-0130 Tax Map Number: 814-718-0130

Short Property Description:

Current Property Address 4551 SOUTH LABURNUM AVE

City: RICHMOND State: VA Zip Code: 23231

Instrument Prepared By: STEVEN JAWETZ Recording Paid By: DANIEL VASS

Recording Returned To: AMEC FOSTER WHEELER

Address: 2028 DABNEY ROAD SUITE E-18

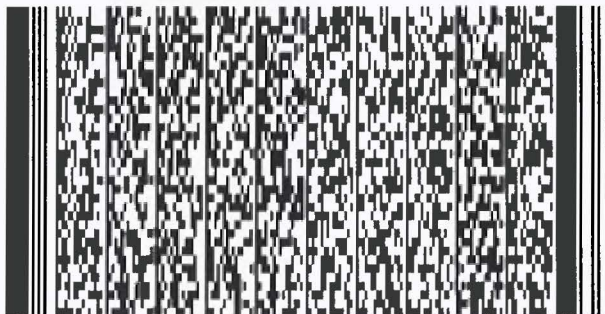
City: RICHMOND State: VA Zip Code: 23230

RECORDED IN
 COUNTY OF HENRICO, VA
 HEIDI S. BARSHINGER
 CLERK OF CIRCUIT COURT
 FILED Jan 04, 2017
 AT 10:47 am
 BOOK 05573
 START PAGE 0694
 END PAGE 0709
 INSTRUMENT #
 201700000201

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(Area Above Reserved For Deed Stamp Only)

ICJ



PREPARED OUTSIDE COMMONWEALTH OF VIRGINIA

Prepared By:

Steven Jawetz
Attorney
Beveridge & Diamond, PC
1350 I St., N.W., Suite 700, Washington, D.C. 20005

Tax Map or GPIN No.: 814-718-0130
Remediation Program Site ID #: VAD066000993

UECA ENVIRONMENTAL COVENANT

This Environmental Covenant ("**Environmental Covenant**") is made and entered into as of the 12th day of December 2016 by Lowe's Home Centers, LLC, f/k/a Lowes Home Centers, Inc., a North Carolina limited liability company, whose address is 1605 Curtis Bridge Road, Wilkesboro, North Carolina (hereinafter referred to as the "Grantor" or "**Owner**"), and LSI Corporation, (hereinafter referred to as the "Grantee" or "Holder"), whose address is 1320 Ridder Park Drive, San Jose, California 95131.

The Environmental Protection Agency, Region III, whose address is 1650 Arch Street, Philadelphia, PA 19103 (hereinafter referred to as the "**EPA**") also joins in this Environmental Covenant.

This Environmental Covenant is executed pursuant to the Virginia Uniform Environmental Covenants Act, § 10.1-1238 et seq. of the Code of Virginia ("**UECA**"), and the EPA shall be the ("**Agency**") as defined therein. This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and use limitations in this document.

1. Property Affected. The Owner's property affected ("**Property**") by this Environmental Covenant is part of the former Lucent Technologies Richmond Works facility ("**Former Lucent Facility**") located at 4551 South Laburnum Avenue, Richmond, Virginia 23231. The Property is legally described on **Exhibit "A"** which is attached hereto and incorporated herein.

2. Description of Contamination and Remedy.

A. The Administrative Record pertaining to this Environmental Covenant is located at:

EPA, Region III
Land and Chemicals Division
RCRA File Room
1650 Arch Street
Philadelphia, Pennsylvania 19103

B. The Property is subject to the Corrective Action Program under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA") of 1976, and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.

i. In approximately 1972, Western Electric Co., a division of American Telephone & Telegraph ("AT&T") constructed a manufactured printed circuit board facility on the Former Lucent Facility. During its manufacturing operations, AT&T used and stored chlorinated solvents at the Former Lucent Facility.

ii. In 1986, during the repair of a fire main, AT&T discovered releases of chlorinated solvents at the Former Lucent Facility. The soil surrounding the fire main was excavated, pipes were replaced and a sump in the former solvent recovery area of the plant was repaired. In 1989, the large-scale storage and use of methylene chloride ("MEC") and 1,1,1 trichloroethane ("1,1,1-TCA") at the Former Lucent Facility was discontinued when it was discovered that the groundwater beneath the Former Lucent Facility was contaminated with various hazardous wastes which included MEC; 1,1,1-TCA; and 1,1-dichloroethane.

iii. Subsequently, on June 28, 1991, EPA issued a RCRA Record of Decision in which it selected a corrective measure for the Former Lucent Facility. EPA subsequently modified the selected corrective measure by three Explanations of Significant Differences issued on February 13, 1992, December 11, 1992 and May 16, 2011, respectively. EPA's selected corrective measure for the Former Lucent Facility, including the Property, as modified, provides for the installation, operation and maintenance of a groundwater treatment system as well as implementation and maintenance of institutional controls which are described in Section 3, below.

iv. The groundwater treatment system is intended to contain and reduce the area of the contaminated groundwater plume ("Plume") beneath the Former Lucent Facility, including the Property. EPA's selected corrective measure, as modified, requires that the Plume be monitored by the collection of groundwater samples twice per year.

v. On September 24, 1996, EPA under the authority of Section 3008(h) of RCRA, 42 U.S.C. Section 6928(h), issued an Initial Administrative Order, which became final on October 24, 1996 ("Order"), to Lucent Technologies, Inc. ("Lucent"), a wholly-owned subsidiary of AT&T. The Order requires Lucent to operate and maintain the groundwater remediation system.

vi. While Lucent remains the named Respondent under the Order, and is, therefore, responsible for complying with all terms and conditions of the Order, sometime in 1996, Lucent sold the Former Lucent Facility to Viasystems Technologies Corporation ("Viasystems"). Viasystems ceased manufacturing operations at the Former Lucent Facility sometime in June 2001. In February 2001, Lucent created a new company named Agere Systems Inc. ("Agere"). Agere contractually agreed to perform the operation and maintenance of the groundwater remediation system on behalf of Lucent. On April 2, 2007, Agere was acquired by LSI Corporation ("LSI"). As part of this acquisition, LSI agreed to continue the operation and maintenance of the groundwater remediation system on behalf of Lucent. Currently, LSI operates the groundwater

remediation system under the oversight of EPA and the Virginia Department of Environmental Quality (“**DEQ**”).

3. Activity & Use Limitations.

A. The Property is subject to the following activity and use limitations, which shall run with the land and become binding on Owner and any successors, assigns, tenants, agents, employees, and other persons under its (their) control, until such time as this Environmental Covenant may terminate as provided by law:

i. The Property will not be used for residential purposes unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment and EPA provides prior written approval for such use;

ii. The Property will not be used in a way that will adversely affect or interfere with the integrity and protectiveness of EPA’s selected corrective measure, including, but not limited to the groundwater treatment system and associated wells and piping;

iii. Groundwater underneath the Property will not be used for any purpose other than to implement the selected corrective measure, as modified, unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment or adversely affect or interfere with the selected corrective measure, as modified, and EPA provides prior written approval for such use;

iv. No new wells will be installed on the Property unless it is demonstrated to EPA that such wells are necessary to implement the selected corrective measure, as modified, and EPA provides prior written approval to install such wells.

B. The Property boundary is depicted on **Exhibit “B”** and a table of the geographic coordinates (in decimal degrees, WGC84) of the legal description of the Property on **Exhibit “C”**, both of which are attached hereto and incorporated herein.

4. 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 recorded location of its environmental covenant.

5. Access. In addition to any rights already possessed by EPA, DEQ, and the Holder, this Environmental Covenant grants to EPA, DEQ, the Holder, and their successors, assigns, and contractors a right of reasonable access to the Property in connection with implementation, inspection, or enforcement of this Environmental Covenant and for the purposes of conducting and/or overseeing the work required by the 2013 Administrative Order on Consent, RCRA-03-2013-0105CA, or any amendments thereto, entered into by EPA and LSI Corporation under Section 3008(h) of RCRA, 42 U.S.C. Section 6928(h). Holder agrees to avoid to the extent practicable any interference with ongoing business activities on the Property and shall at its sole cost repair any damage to the Property resulting from Holder’s activities pursuant to this right of access.

6. Recording, Proof and Notification.

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A. Within ninety (90) days after the date of the Agency's approval of this Environmental Covenant the Owner shall record or cause to be recorded this Environmental Covenant in the Clerk of the Circuit Court of Henrico County, Virginia. The Owner shall likewise record or cause to be recorded any amendment, assignment, or termination of this Environmental Covenant with the applicable Clerk (s) of the Circuit Court within ninety (90) days of its execution. Any Environmental Covenant, amendment, assignment, or termination recorded outside of these periods shall be invalid and of no force and effect.

B. Owner shall send a file-stamped copy of the recorded Environmental Covenant, and of any amendment, assignment, or termination, to the Holder, EPA and DEQ, within sixty (60) days of recording. Within that time period, the Owner also shall send a file-stamped copy to the chief administrative officer of each locality in which the Property is located, any persons who are in possession of the Property who are not the Owner(s), any signatories to this Environmental Covenant not previously mentioned, and any other parties to whom notice is required pursuant to the UECA.

C. Within thirty (30) calendar days after the transfer of the Property or a portion thereof, the then current owner of the Property shall submit to EPA and DEQ, written notification of such transfer.

- i. Notices required to be sent to EPA shall be sent to:

Land and Chemicals Division
Office of Remediation (3LC20)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

- ii. Notices required to be sent to DEQ shall be sent to:

Department of Environmental Quality
Office of Remediation Programs
629 East Main Street
Richmond, Virginia 23218

7. Termination or Amendment. This Environmental Covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with UECA.

8. Enforcement of Environmental Covenant. This Environmental Covenant shall be enforced in accordance with § 10.1-1247 of the Code of Virginia

SIGNED:

GRANTOR (All Fee Simple Owners)

Lowe's Home Centers, I.L.C, f/k/a Lowe's Home Centers, Inc., a North Carolina limited liability company

October 3, 2016
Date
By (signature):
Name:
Title:

[Signature]
Gary E. Wyatt,
Senior Vice President

noted
if

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

On this 3 day of October 2016, before me, the undersigned officer, personally appeared Gary E. Wyatt, ~~Sp.~~, who acknowledged ~~his~~ self to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that ~~he~~ freely executed the same for the purposes therein contained as the Senior Vice President of Lowe's Home Centers, LLC, f/k/a Lowe's Home Centers, Inc., a North Carolina limited liability company, for and on behalf of said limited liability company.

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

[Signature]
Notary Public

My commission expires: 10-9-2019

Registration #: n/a



HOLDER

October 25, 2016

LSI Corporation, a Delaware corporation

Date

By (signature):

[Signature]

Name (printed):

THOMAS H. KEAUSE

Title:

CFO

STATE OF)

COUNTY OF)

On this ___ day of _____, 2016, before me, the undersigned officer, personally appeared _____, who acknowledged herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that she freely executed the same for the purposes therein contained as the (Title) _____, LSI Corporation, a Delaware corporation, for and on behalf of said corporation.

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

see attached

Notary Public

My commission expires:

Registration #:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

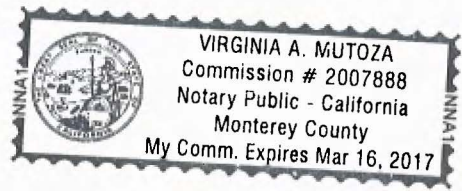
State of California }
County of Santa Clara }

On October 25, 2016, before me, Virginia A. Mutoza, notary public, personally appeared Thomas H. Krause, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Virginia A. Mutoza
Virginia A. Mutoza, Notary Public



APPROVED by the Environmental Protection Agency as required by § 10.1-1238 et seq. of the Code of Virginia.

Date

By (signature):

[Handwritten signature]

Name: John A. Armstead
Title: Director, Land and Chemicals Division
EPA, Region III

STATE OF Pennsylvania)
COUNTY OF Philadelphia)

On this 12 day of December 2016, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged him/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he/she freely executed the same for the purposes therein contained as the representative of the Environmental Protection Agency, an executive agency of the government of the United States.

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

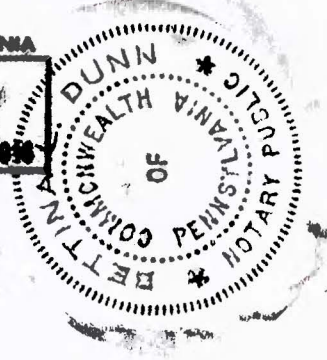
[Handwritten signature]

Notary Public

My commission expires:

Registration #:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTINA L. DUNN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 17, 2016



SEEN AND RECEIVED by the Virginia Department of Environmental Quality as required by § 10.1-1238 et seq. of the Code of Virginia.

Date

By (signature):



Name:

Brett Fisher

Title:

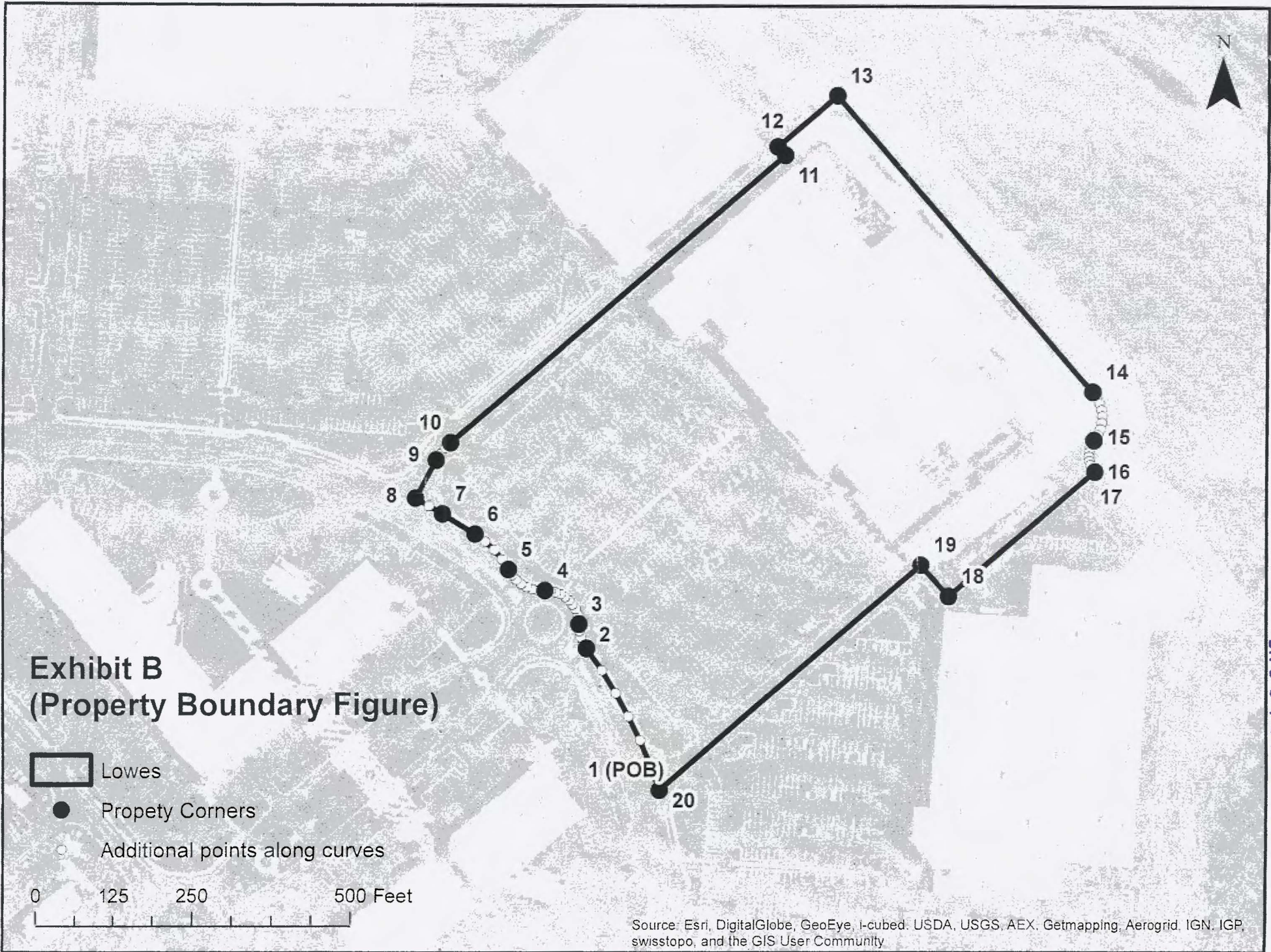
Team Leader, RCRA Corrective Action

EXHIBIT ALegal Description of Lowe's Tract

COMMENCING AT A POINT AT THE INTERSECTION OF THE EAST LINE OF LABURNUM AVENUE AND THE NORTH LINE OF AUDUBON ROAD THENCE; CONTINUING ALONG THE NORTH LINE OF AUDUBON ROAD SOUTH 75°25'50" EAST A DISTANCE OF 70.86 FEET TO A FOUND ROD THENCE; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 539.96 FEET, A LENGTH OF 110.12 FEET, A DELTA ANGLE OF 11°41'06", A CHORD BEARING OF NORTH 53°36'36" EAST AND A CHORD DISTANCE OF 109.93 FEET TO A FOUND ROD THENCE; NORTH 47°46'03" EAST A DISTANCE OF 509.12 FEET TO A FOUND ROD THENCE; ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1178.92 FEET, A LENGTH OF 232.19 FEET, A DELTA ANGLE OF 11°17'04", A CHORD BEARING OF NORTH 53°24'35" EAST AND A CHORD DISTANCE OF 231.81 FEET TO A FOUND ROD THENCE; LEAVING THE NORTH LINE OF AUDUBON ROAD NORTH 11°16'33" WEST A DISTANCE OF 223.55 FEET TO A FOUND MONUMENT THENCE; SOUTH 80°57'12" EAST A DISTANCE OF 152.12 FEET TO A FOUND MONUMENT THENCE; NORTH 17°31'27" EAST A DISTANCE OF 613.53 FEET TO A POINT THENCE; NORTH 86°11'07" WEST A DISTANCE OF 417.86 FEET TO A POINT THENCE; SOUTH 3°48'53" WEST A DISTANCE OF 9.03 FEET TO A POINT THENCE; NORTH 86°12'24" WEST A DISTANCE OF 427.24 FEET TO A POINT THENCE; SOUTH 79°13'30" WEST A DISTANCE OF 13.46 FEET TO A POINT THENCE; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 827.00 FEET, A LENGTH OF 118.70 FEET, A DELTA ANGLE OF 8°13'24", A CHORD BEARING OF NORTH 14°49'21" WEST AND A CHORD DISTANCE OF 118.59 FEET TO A POINT BEING THE POINT OF BEGINNING THENCE; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 827.00 FEET, A LENGTH OF 252.46 FEET, A DELTA ANGLE OF 17°29'28", A CHORD BEARING OF NORTH 27°40'47" WEST AND A CHORD DISTANCE OF 251.48 FEET TO A POINT THENCE; ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 63.50 FEET, A LENGTH OF 40.57 FEET, A DELTA ANGLE OF 36°36'19", A CHORD BEARING OF NORTH 18°07'21" WEST AND A CHORD DISTANCE OF 39.88 FEET TO A POINT THENCE; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 53.00 FEET, A LENGTH OF 85.32 FEET, A DELTA ANGLE OF 92°14'10", A CHORD BEARING OF NORTH 45°56'17" WEST AND A CHORD DISTANCE OF 76.40 FEET TO A POINT THENCE; ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 63.50 FEET, A LENGTH OF 70.20 FEET, A DELTA ANGLE OF 63°20'40", A CHORD BEARING OF NORTH 60°23'02" WEST AND A CHORD DISTANCE OF 66.68 FEET TO A POINT THENCE; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 151.50 FEET, A LENGTH OF 77.93 FEET, A DELTA ANGLE OF 29°28'16", A CHORD BEARING OF NORTH 43°26'49" WEST AND A CHORD DISTANCE OF 77.07 FEET TO A POINT THENCE; NORTH 58°10'57" WEST A DISTANCE OF 60.19 FEET TO A POINT THENCE; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 827.00 FEET, A LENGTH OF 49.60 FEET, A DELTA ANGLE OF 3°26'12", A CHORD BEARING OF NORTH 59°54'03" WEST AND A CHORD DISTANCE OF 49.60 FEET TO A POINT THENCE; NORTH

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28°22'51" EAST A DISTANCE OF 68.17 FEET TO A POINT THENCE; ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A LENGTH OF 35.66 FEET, A DELTA ANGLE OF 20°26'02", A CHORD BEARING OF NORTH 38°35'52" EAST AND A CHORD DISTANCE OF 35.48 FEET TO A POINT THENCE; NORTH 48°48'53" EAST A DISTANCE OF 696.09 FEET TO A POINT THENCE; NORTH 41°09'03" WEST A DISTANCE OF 18.08 FEET TO A POINT THENCE; NORTH 48°50'57" EAST A DISTANCE OF 123.82 FEET TO A POINT THENCE; SOUTH 41°11'07" EAST A DISTANCE OF 618.01 FEET TO A POINT THENCE; ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.50 FEET, A LENGTH OF 82.85 FEET, A DELTA ANGLE OF 78°27'48", A CHORD BEARING OF SOUTH 1°57'13" EAST AND A CHORD DISTANCE OF 76.53 FEET TO A POINT THENCE; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 39.50 FEET, A LENGTH OF 54.09 FEET, A DELTA ANGLE OF 78°27'48", A CHORD BEARING OF SOUTH 1°57'13" EAST AND A CHORD DISTANCE OF 49.96 FEET TO A POINT THENCE; SOUTH 41°11'07" EAST A DISTANCE OF 0.52 FEET TO A POINT THENCE; SOUTH 48°48'53" WEST A DISTANCE OF 304.50 FEET TO A POINT THENCE; NORTH 41°11'08" WEST A DISTANCE OF 66.52 FEET TO A POINT THENCE; SOUTH 48°48'53" WEST A DISTANCE OF 543.76 FEET TO A POINT BEING THE POINT OF BEGINNING CONTAINING 582,291 SQUARE FEET OR 13.367 ACRES OF LAND.



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Exhibit C – Property Boundary Coordinates

Lowe's

Decimal Degrees, WGS84

Longitude	Latitude	Point ID
-77.35231977	37.52819565	1 (POB)
-77.35236866	37.52830444	along curve
-77.35242444	37.5284111	along curve
-77.35248696	37.52851537	along curve
-77.35255606	37.52861697	along curve
-77.35263155	37.52871564	along curve
-77.35271325	37.52881113	2
-77.35273145	37.5288349	along curve
-77.35274459	37.52886069	along curve
-77.35275232	37.52888784	along curve
-77.35275444	37.52891563	3
-77.35275635	37.52893899	along curve
-77.35276294	37.5289618	along curve
-77.35277404	37.52898347	along curve
-77.35278936	37.52900345	along curve
-77.35280849	37.52902121	along curve
-77.35283096	37.5290363	along curve
-77.35285617	37.52904833	along curve
-77.35288348	37.52905699	along curve
-77.35291218	37.52906204	along curve
-77.35294152	37.52906337	4
-77.35297601	37.52906489	along curve
-77.35300978	37.52907071	along curve
-77.35304197	37.52908069	along curve
-77.3530718	37.52909458	along curve
-77.35309851	37.52911203	along curve
-77.35312144	37.5291326	along curve
-77.35314003	37.5291558	5
-77.3531753	37.52920129	along curve
-77.35321762	37.5292428	along curve
-77.35326626	37.52927965	along curve
-77.35332044	37.52931123	6
-77.35349547	37.52940008	7
-77.35356828	37.52943582	along curve
-77.3536424	37.52946982	8
-77.35352816	37.52963344	9

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Longitude	Latitude	Point ID
-77.35350615	37.52966097	along curve
-77.3534802	37.52968623	along curve
-77.35345067	37.52970886	10
-77.35162501	37.53095015	11
-77.35166547	37.53098793	12
-77.35134055	37.53120857	13
-77.34995676	37.5299177	14
-77.349936	37.5298946	along curve
-77.34992049	37.52986901	along curve
-77.34991068	37.5298417	along curve
-77.34990685	37.52981346	along curve
-77.34990912	37.5297851	along curve
-77.34991742	37.52975747	along curve
-77.34993151	37.52973138	along curve
-77.34995098	37.52970757	15
-77.34996369	37.52969203	along curve
-77.34997288	37.52967499	along curve
-77.3499783	37.52965695	along curve
-77.34997978	37.52963844	along curve
-77.34997728	37.52962001	along curve
-77.34997088	37.52960218	along curve
-77.34996075	37.52958547	along curve
-77.3499472	37.52957039	16
-77.34994604	37.52956931	17
-77.35074467	37.52902633	18
-77.35089361	37.52916527	19
-77.35231973	37.52819563	20
-77.35231977	37.52819565	1 (POB)

INSTRUMENT # 201700000201
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
JANUARY 4 2017 AT 10:47AM

HEIDI S. BARSHINGER, CLERK
RECORDED BY: ICJ

**THIS PAGE WAS
INTENTIONALLY
LEFT BLANK.**

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1/4/17