

**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: 1  
 City  County

13

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%

Advance

**BUSINESS / NAME**

1  Grantor: OAK LLC, 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:  
 Parcel Identification Number (PIN): 813-718-8188

Instrument Number:  
 Tax Map Number: 813-718-8188

Short Property Description:

Current Property Address: 4401 SOUTH LABURNUM AVE  
 City: RICHMOND

State: VA Zip Code: 23231

Instrument Prepared By: STEVEN JAWETZ  
 Recording Returned To: AMEC FOSTER WHEELER

Recording Paid By: DANIEL VASS

Address: 2028 DABNEY ROAD SUITE E-18  
 City: RICHMOND

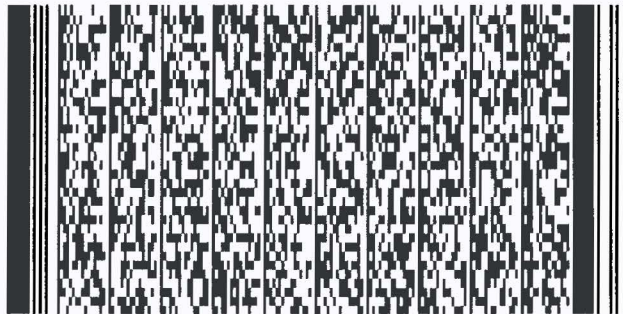
State: VA Zip Code: 23230

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 0710  
 END PAGE 0722  
 INSTRUMENT #  
 201700000202

(Area Above Reserved For Deed Stamp Only)

ICJ

BK5573PG0710



BK5573PG0711

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.: 813-718-8188  
Remediation Program Site ID #: VAD066000993

UECA ENVIRONMENTAL COVENANT

This Environmental Covenant ("Environmental Covenant") is made and entered into as of the 12<sup>th</sup> day of December 2016 by Oak LLC, a Virginia limited liability company, whose address is 2000 Ware Bottom Spring Road, Chester, Virginia 23836 (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 4401 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;

v. No new structure will be constructed, unless a vapor barrier designed to prevent vapors emanating from the Plume at levels presenting an unacceptable risk to human health, is installed in the new structure or unless it is demonstrated to EPA that a vapor barrier is not necessary to protect human health or the environment and EPA provides prior written approval for construction without a vapor barrier; and

vi. No earth moving activities, including soil excavation and drilling, will be conducted below the water table unless it is demonstrated to EPA that such activities 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 to conduct such activities.

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.

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)

		Oak LLC, a Virginia limited liability company
Date:	By (signature):	_____
	Name (printed):	Neil Amin
	Title:	Manager

COMMONWEALTH OF VIRGINIA)

COUNTY OF Chesterfield)

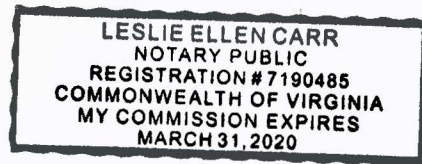
On this 27<sup>th</sup> day of June, 2016, before me, the undersigned officer, personally appeared Neil Amin who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he freely executed the same for the purposes therein contained as the Manager, Oak LLC, a Virginia limited liability company, for and on behalf of said company.

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

*Leslie Ellen Carr*  
Notary Public

My commission expires: 03/31/2020

Registration #: 7190485



HOLDER

LSI Corporation, a Delaware corporation

Date:

By (signature):

Name (printed):

Title:

[Signature]  
THOMAS H. KRANSE  
President

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 he/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 #:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



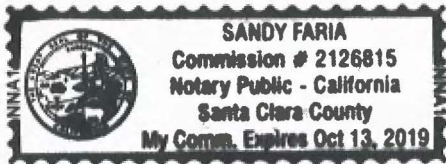
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SANTA CLARA )
On 8/24/2016 before me, SANDY FARIA
Date Here Insert Name and Title of the Officer
personally appeared THOMAS H. KRAUSE
Name(s) of Signer(s)

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.
Signature
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: INDEMNIFICATION AGREEMENT Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:



BK5573PG0718

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

Date:

By (signature):

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

STATE OF Pennsylvania )

COUNTY OF Philadelphia

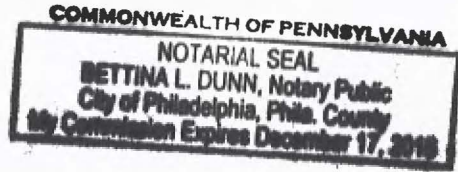
On this 2 day of December 2016, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged him/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he/she freely executed the same for the purposes therein contained as 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.

Notary Public

My commission expires:

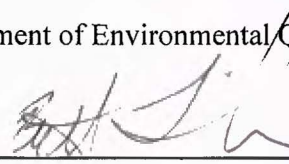
Registration #:



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: RCPA CA, Team Leader

**Exhibit A**

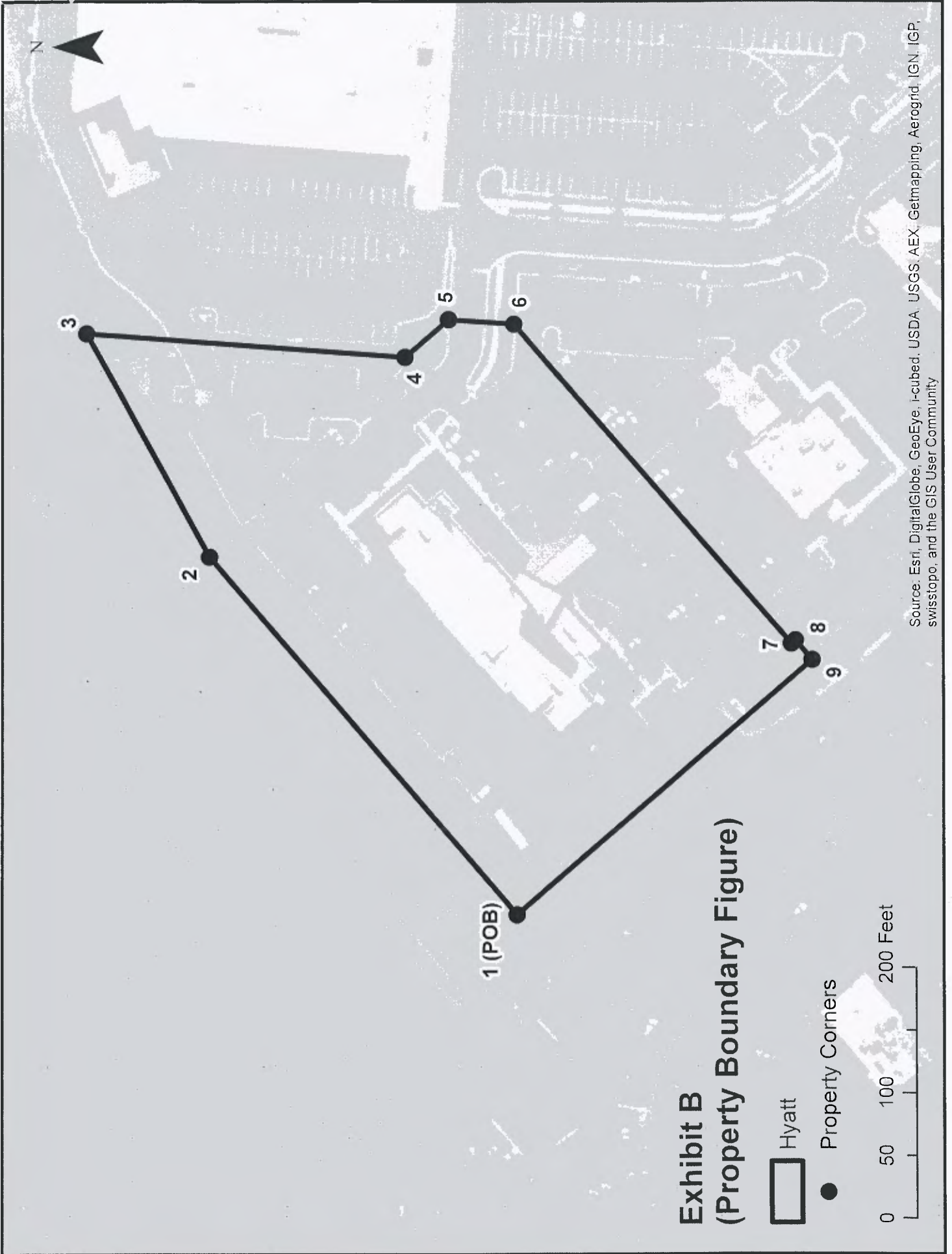
ALL that certain piece or parcel of land, lying and being in Henrico County, Virginia, containing 3.207 acres and designated as Parcel #3 on plat of survey made by Vanasse Hangen Brustlin, Inc., dated December 19, 2007, entitled "ALTA SURVEY OF 18.973 ACRES OF LAND OWNED NOW OR FORMERLY BY LABURNUM ASSOCIATES, LLC IN VARINA MAGISTERIAL DISTRICT, HENRICO COUNTY, COMMONWEALTH OF VIRGINIA," and being more particularly described as follows:

COMMENCING at a point being a found VDOT monument at the intersection of the east line of Laburnum Avenue and the south line of the east bound ramp to Interstate 64; thence continuing on the south line of the east bound on ramp to Interstate 64 North 48° 54' 04" East a distance of 27.27 feet to a point being the POINT AND PLACE OF BEGINNING; thence continuing along the south line of east bound on ramp of I-64 North 48° 54' 04" East a distance of 375.97 feet to a found VDOT monument; thence continuing along the south line of the east bound on ramp of I-64 North 60° 43' 15" East a distance of 203.20 feet to a point; thence leaving the south line of the east bound ramp of I-64 South 03° 48' 53" West a distance of 255.9 feet to a point; thence South 41° 11' 07" East a distance of 46.01 feet to a point; thence South 03° 48' 52" West a distance of 52.67 feet to a point; thence South 48° 48' 17" West a distance of 336.61 feet to a point; thence South 41° 11' 07" East a distance of 4.10 feet to a point; thence South 48° 58' 53" West a distance of 20.50 feet to a point; thence North 41° 11' 07" West a distance of 310.35 feet to a point being the POINT OF BEGINNING, and containing 139,710 square feet or 3.207 acres of land.

TOGETHER WITH those certain easements created by Operation and Easement Agreement between Target Corporation, Lowe's Home Centers, Inc., Laburnum Associates LLC and Laburnum Investment LLC dated August 29, 2007, recorded August 29, 2007, in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Deed Book 4401, page 1219 and amended by First Amendment to Operation and Easement Agreement dated November 13, 2007, recorded in the aforesaid Clerk's Office in Deed Book 4435, page 1612.

TOGETHER WITH all rights and benefits as contained within the Environmental, Health and Safety Agreement between Lucent Technologies Inc. and Circo Craft Technologies, Inc. dated November 26, 1996, as amended by First Amendment to Environmental, Health and Safety Agreement between Agere Systems Inc., Viasystems Technologies Corp., LLC, Forest City Commercial Development, Inc., Laburnum Investment LLC and Laburnum Associates LLC dated August 23, 2006.

BEING the same real estate conveyed to Oak, LLC, a Virginia limited liability company, by Trustee's Deed from Evans & Bryant, PLC Substitute Trustee, a Virginia limited liability company, as Substitute Trustee, and Laburnum Hotel Partners, LLC, a Virginia



**Exhibit B**  
**(Property Boundary Figure)**

Hyatt

Property Corners

0 50 100 200 Feet

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Exhibit C – Property Boundary Coordinates

Hyatt

Decimal Degrees, WGS84

Longitude	Latitude	Point ID
-77.35960617	37.53087212	1 (POB)
-77.35861888	37.53154143	2
-77.35800354	37.53180846	3
-77.35807271	37.53110977	4
-77.35796968	37.53101368	5
-77.35798395	37.53086947	6
-77.35886662	37.53026905	7
-77.35885743	37.53026049	8
-77.3589112	37.53022393	9
-77.35960617	37.53087212	1 (POB)

INSTRUMENT # 201700000202  
RECORDED IN THE CLERK'S OFFICE OF  
HENRICO COUNTY ON  
JANUARY 4, 2017 AT 10:47AM

HEIDI S. BARSHINGER, CLERK  
RECORDED BY: ICJ