March 7, 2019

Director, Air and Waste Management Division
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, KS 66219

Re: Solutia – John F. Queeny Plant
St. Louis, Missouri
Environmental Covenant Dated as of April 12, 2018, Recorded on April 26, 2018 in the Office of the Recorder of Deeds, Carpenter County, Missouri in Book 04262018, Page 0043 ("Environmental Covenant")

Dear Sir or Madam:

SWH Investments II, LLC (SWH) and Soulard Second Street, L.L.C. (Soulard Second) are providing notice of a proposed soil disturbance exceeding 12 inches in depth as required by paragraph 2(c) of the Environmental Covenant and request EPA's written approval prior to the start of construction. Soulard Second has entered into a contract to purchase a portion of the former Solutia – John F. Queeny Plant ("Facility"). The site figure, Attachment A delineates the property to be purchased (the "Site"), which is located within the Facility. The Site is comprised of 8.3 acres of the approximately 30-acre Facility.

Under the sale agreement SWH has certain obligations for preparing the site for construction of a proposed 155,305 square foot industrial warehouse building. Following those activities Soulard Second will complete the construction. Therefore, this notification is to satisfy the obligation of both parties under the requirements of the environmental covenant and prevent potential delays in site development as ownership of the property changes.

In addition this letter provides notification that on September 24 and 25, 2018 Soulard Second's consultant, SCI Engineering, Inc., performed a geotechnical investigation on the subject parcel. The location of the soil borings are shown on Attachment B. This work was inadvertently performed without prior notice and approval by EPA as required under the Environmental Covenant.

RCRA 3/7/2019
581869

RECEIVED
MAR 18 2019
AWMD/RCRA

Please address your response to the undersigned.

Sincerely,
SWH INVESTMENTS II
1530 South 2nd Street
St. Louis, MO 63104

Stacy W. Hastie

SOULARD SECOND STREET, L.L.C.
By: Opus Development Company, L.L.C.
112 South Hanley Road, Suite 210
St. Louis, MO 63105

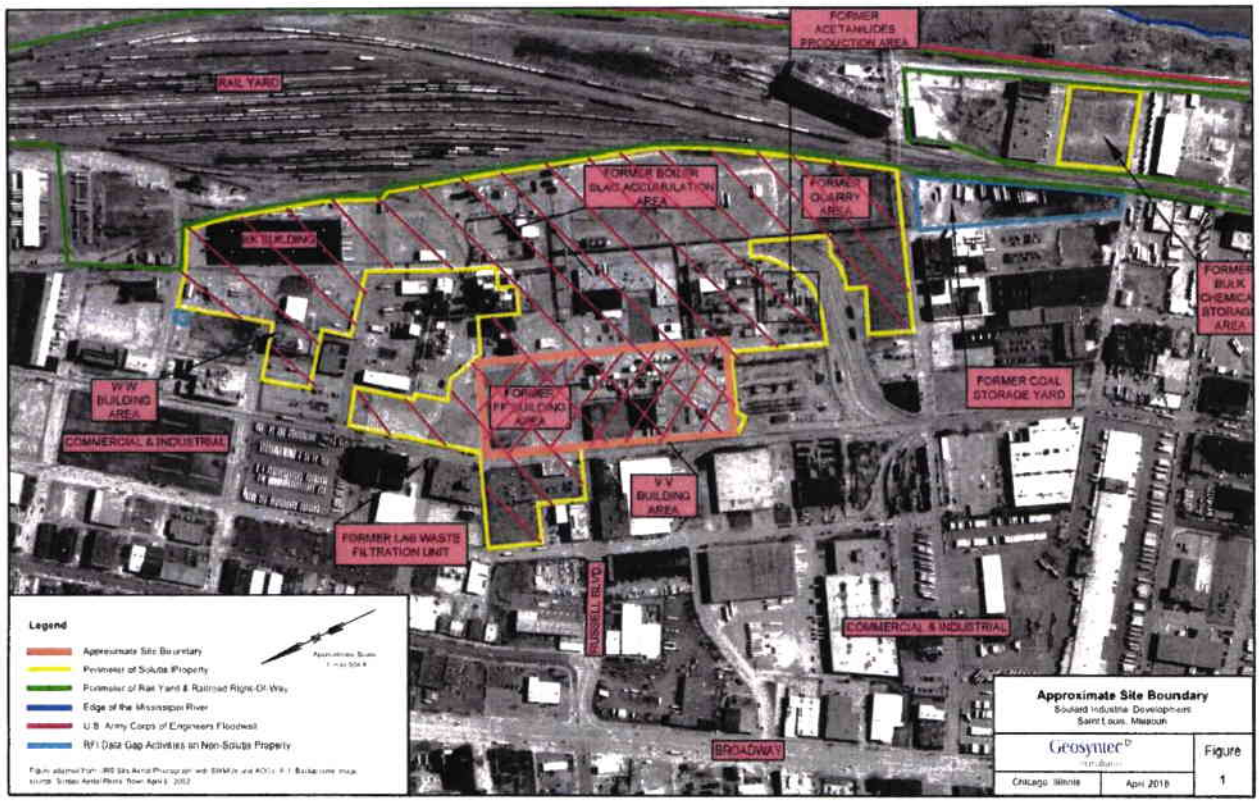
Joseph P. Downs
Vice President

Attachments: A – Site Figure
B – Location of Geotechnical Borings

ATTACHMENT A

Site Figure

APPENDIX A



Facility

Property

ATTACHMENT B

Location of Geotechnical Borings

PROJECT NAME

SITE PLAN

DATE

DRAWN BY

CHECKED BY

PHONE

3

BOOK PAGE
04262018-0043

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED-CERTIFIED ON
04/26/2018 8:59 AM

SHARON QUIGLEY-CARPENTER
RECORDER OF DEEDS

PAGES: 15
AMOUNT DUE: 93.00
4980413
THIS DOCUMENT WAS eRECORDED

APPENDIX B

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title:	Environmental Covenant
Document Date:	April 12, 2018
Grantor:	SWH Investments II, LLC c/o Environmental Operations, Inc. 1530 South Second Street, Suite 200 St. Louis, MO 63104
Grantee:	SWH Investments II, LLC c/o Environmental Operations, Inc. 1530 South Second Street, Suite 200 St. Louis, MO 63104
Department:	U.S. Environmental Protection Agency 11201 Renner Boulevard Lenexa, KS 66219
Legal Description:	See attached Exhibit A

ENVIRONMENTAL COVENANT

This Environmental Covenant ("Covenant") is entered into by and between the Grantor, SWH Investments II, LLC ("Owner"), a Missouri limited liability company, the Grantee, SWH Investments II, LLC ("Holder"), and the U.S. Environmental Protection Agency ("EPA" or "Department") pursuant to the Missouri Environmental Covenants Act ("MoECA"), Sections 260.1000 through 260.1039, RSMo. Owner, Holder, and the Department may collectively be referred to as the "Parties" herein.

RECITALS

WHEREAS, Owner has fee simple title to certain real property located in the City of St. Louis, Missouri, which consists of property that formerly comprised the J. F. Queeny Facility. This facility is currently subject to a hazardous waste management facility storage and incinerator permit issued to Monsanto Company on November 8, 1989 (Permit No. MOD004954111) by the Missouri Department of Natural Resources ("MDNR") pursuant to the Missouri Hazardous Waste Management Law and implementing regulations, and a corrective action permit issued (same date and permit number) to Monsanto-John F. Queeny Plant by EPA pursuant to the Resource Conservation and Recovery Act and implementing regulations. This property is legally described in Exhibit A (the "Property");

WHEREAS, Owner desires to grant to Holder this Covenant, as provided in MoECA, subjecting the Property to certain activity and use limitations for the purpose of ensuring the protection of human health and the environment by minimizing the potential for exposure to contamination that remains on the Property and to ensure that the Property is not developed, used, or operated in a manner incompatible with the environmental response project implemented at the Property;

WHEREAS, on September 30, 2009, Owner, Environmental Operations, Inc. ("EOI"), and EPA entered into an Administrative Order on Consent ("AOC") for the performance of an environmental response project at the Property. This AOC is on file with the EPA Region 7 Hearing Clerk under Docket No. RCRA-07-2009-0015. Pursuant to this AOC, Owner and EOI agreed, and were ordered, to, among other things, conduct Interim Measures at the Property in accordance with the schedule and requirements of an EPA-approved Interim Measures Work Plan ("IMWP") which was incorporated into and enforceable as an element of the AOC. In summary and in pertinent part, the EPA-approved IMWP required Owner and EOI to perform, at a minimum, the following tasks:

a. The excavation and proper disposal of all soils contaminated with polychlorinated biphenyls ("PCBs") at levels exceeding 100 parts per million ("ppm") in the area of the former VV Building located on the Property. This also includes disposal sampling, verification sampling and backfilling the area of excavation to surface grade using clean materials;

b. Based on verification sampling, after the excavation of soils exceeding 100 ppm, and fill of excavated areas, Owner and EOI were required to delineate all soil

areas associated with the former VV Building area which have PCBs remaining at concentrations greater than 10 ppm, and install a cap over these areas (constructed in accordance with the approved IMWP);

c. The installation of monitoring wells in the former VV Building area to demonstrate that PCB contamination in soils has not migrated to groundwater;

d. The installation of multiple temporary injection wells at the former FF Building located on the Property, with wells in the Former Bulk Chemical Storage Area ("FBCSA") and Acetanilides Production Area; and

e. The injection of oxidation reagents into the temporary injection wells described above for the purpose of chemically destroying source material in the capillary fringe and upper saturation zone to enhance the long-term biodegradation of volatile organic compounds ("VOCs").

WHEREAS, upon completion of the environmental response project described above, certain contaminants of concern will remain on the Property above levels that allow for the unrestricted use of the Property; and

WHEREAS, the environmental response project described above is deemed protective if, and only if, the activity and use limitations described in this Covenant remain in place for as long as the contaminants of concern remain at the Property above levels that allow for the unrestricted use of the Property.

NOW THEREFORE, Owner, Holder, and EPA as the "Department" as defined at Section 260.1003(3) of MoECA, agree to the following:

1. **Parties.**
The Owner, Holder, and EPA are parties to this Covenant, and may enforce it as provided in Section 260.1030, RSMo.

2. **Activity and Use Limitations.**
Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

a. **No Residential Land Use** - Based on reports on file at EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri, the Property currently meets EPA's and MDNR's standards for non-residential use. Therefore, contaminants of concern remaining at the Property do not pose a significant current or future risk to human health or the environment so long as the following restrictions remain in place. The Property shall <u>not</u> be used for residential purposes, which for purposes of this Covenant include, but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, retirement or

senior/child care facilities, or any land use where persons can be expected to reside.

b. **No Drilling or Use of Groundwater** - Based on reports on file at EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri, contaminants of concern remain in groundwater in one or more zones beneath the Property at levels exceeding Maximum Contaminant Levels ("MCLs") set forth in the Safe Drinking Water Act, 42 U.S.C. §§ 300j-26, and regulations promulgated thereunder at 40 C.F.R. Part 141. The MCLs are the maximum permissible levels of contaminants in water which is delivered to any user of a public water system. Therefore, in addition to any applicable state or local well use restrictions, the following restrictions shall apply to the Property:

   (i) Groundwater from the Property shall not be consumed or otherwise used for any purpose, except as approved by EPA or MDNR for the collection of samples for environmental analysis purposes, collection or treatment of groundwater for remedial purposes, or collection or treatment of groundwater as part of excavation or construction activities;

   (ii) There shall be no drilling or other artificial penetration of any groundwater-bearing unit(s) containing contaminants, unless Owner/Transferee has notified EPA or MDNR at least 30 days prior to such activity and

   (iii) Installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring, and/or remediation purposes installed in accordance with a work plan approved by EPA or MDNR.

c. **Disturbance of Soil** - Based on reports on file at EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri, the contaminants of concern remaining at the Property exceed EPA's and MDNR's standards for non-residential use and construction worker exposure, but do not pose a significant current or future risk to human health or the environment with respect to non-residential uses of the Property so long as the soil is not disturbed such that exposure may result. Therefore, soil at the Property shall not be excavated or otherwise disturbed in any manner except for minor excavations (surface to 12 inches in depth) without the prior written approval of EPA or MDNR. If an Owner/Transferee desires to disturb soil at the Property, then such Owner/Transferee shall submit a notification to EPA or MDNR at least 30 days before the soil disturbance activities are scheduled to begin. Based on the potential hazards associated with the soil disturbance activities, EPA or MDNR may deny the request to disturb the soils or may require specific protective or remedial actions before allowing such soil disturbance activities to occur. Contaminated soil may be disturbed if necessary during an emergency (such as water or

gas main break, fire, explosion or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to EPA or MDNR orally or in writing as soon as practicable, but no later than 48 hours after the disturbance begins. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or properly characterized, managed and disposed of, in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide a written report to EPA or MDNR describing such emergency and any response actions.

d. **Construction Worker Notice** - In the event that construction or excavation work is to be performed that may expose workers to contaminated soil on the Property, Owner/Transferee shall ensure that actual notice is provided in advance, both orally and in writing, to any person or entity performing any work that will or is likely to result in exposure to such soil, so that appropriate protective measures are taken to protect such workers' health and safety in accordance with applicable health and safety laws and regulations. Such notice shall include, but not be limited to, providing a copy of this Covenant to any individuals conducting or otherwise responsible for the work. Owner/Transferee shall maintain copies of any such written notice for a period of at least 3 years, and shall provide copies of such records to EPA or MDNR upon request.

e. **Vapor Intrusion** - Prior to the commencement of construction, the need for vapor barriers and vapor intrusion mitigation systems will be evaluated by EPA on any future buildings constructed on the Property in order to address potential exposures through vapor intrusion until such time as groundwater concentrations have decreased to levels that no longer pose a vapor intrusion threat. EPA evaluation will not be required on future construction with planned vapor intrusion mitigation systems and vapor barriers. Should EPA determine that vapor intrusion may pose a potential threat to occupants of a planned building, a vapor barrier and/or vapor intrusion mitigation system will be installed on such building. In addition, an indoor air and vapor intrusion mitigation system monitoring plan subject to EPA approval will be developed and implemented for the building.

If any person desires in the future to use the Property for any purpose or in any manner that is prohibited by this Covenant, EPA and the Holder must be notified in advance so that an Amendment, Temporary Deviation, or Termination request can be considered as described below. Further analyses and/or response actions may be required prior to any such use.

3. **Running with the Land.**
This Covenant shall be binding upon Owner and Owner's successors, assigns, and other transferees in interest (collectively referred to as "Transferees") during their

period of ownership (except that the obligation described below in paragraph 17 to re-direct any misdirected communication shall continue beyond an Owner/Transferee's period of ownership), and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee(s)," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees (subject to applicable lender liability protections prescribed by law), easement holders, and/or lessees.

4. **Location of Files and Records.**
Records of this environmental response project for the Property are currently located at EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri. Information regarding the environmental response project may be obtained by making a request to EPA pursuant to the federal Freedom of Information Act, 5 U.S.C. § 552, or to MDNR pursuant to the Missouri "Sunshine Law", Chapter 610, RSMo. Requests should reference the site identification name of "Monsanto – John F. Queeny Plant, MOD004954111."

5. **Enforcement.**
Compliance with this Covenant may be enforced as provided in Section 260.1030, RSMo. MDNR (and any successor agencies) is expressly granted the power to enforce this Covenant. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict any person from exercising any authority or rights under any other applicable law.

In addition to or in lieu of any other remedy authorized by law, prior to taking legal action to enforce this Covenant, EPA may require Owner/Transferee to submit a plan to investigate and/or correct any alleged violation of this Covenant, in which case EPA will provide written notification to the Holder. If such Owner/Transferee fails to act within the required timeframe or if EPA finds a proposed remedy unacceptable, EPA may pursue any remedy authorized by law. In such event, EPA will provide written notification to the Holder, prior to or contemporaneously with any legal action taken to enforce this Covenant. Should MDNR decide to exercise its right to enforce this Covenant, MDNR shall so notify EPA and Holder at least 30 calendar days in advance of taking formal action to do so.

6. **Right of Access.**
Owner, on behalf of itself and any Transferees, hereby grants to the Holder, EPA, and MDNR and their respectively authorized agents, contractors, and employees, the right to access the Property at all reasonable times for implementation, monitoring, inspection, or enforcement of this Covenant and the related environmental response project. Nothing herein shall be deemed to limit or

otherwise impede EPA's or MDNR's rights of access and entry under state or federal law or agreement.

7. **Compliance Reporting.**
Owner/Transferee shall submit to the Holder, EPA, and MDNR by no later than January 31st of each year, documentation verifying that the activity and use limitations imposed hereby were in place and complied with during the preceding calendar year. The Compliance Report shall include the following statement, signed by Owner/Transferee:

> I certify that to the best of my knowledge, after thorough evaluation of appropriate facts and information, the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

In the event that an Owner, Transferee, or Holder becomes aware of any noncompliance with the activity and use limitations described in paragraph 2 above, such person or entity shall notify all other Parties to this Covenant in writing as soon as possible, but no later than 10 business days thereafter.

8. **Additional Rights.**
Reserved.

9. **Notice upon Conveyance.**
Each instrument hereafter conveying any interest in the Property, or any portion of the Property, shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recording reference for this Covenant. The notice shall be substantially in the following form:

> THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2018, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE CITY OF ST. LOUIS, MISSOURI, ON _____, 2018, AS DOCUMENT ____, BOOK___, PAGE ____.

Owner/Transferee shall notify the Holder, EPA, and MDNR within 10 days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

10. Representations and Warranties.
Owner hereby represents and warrants to the Holder and EPA that:

a. Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all of Owner's obligations hereunder; and
b. this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

11. Amendments, Termination, and Temporary Deviations.
This Covenant may be amended or terminated by approval of EPA, Holder, and the current Owner/Transferee of record at the time of such amendment or termination, pursuant to section 260.1027, RSMo. Any other Parties to this Covenant hereby waive the right to consent to any amendment to, or termination of, this Covenant. Following signature by all requisite persons or entities on any amendment or termination of this Covenant, Owner/Transferee shall record and distribute such documents as described below.

Temporary deviations from the obligations or restrictions specified in this Covenant may be approved by EPA in lieu of a permanent amendment to this Covenant. Owner/Transferee may submit a written request to EPA to temporarily deviate from specified requirements described herein for a specific purpose and timeframe. Any such request shall be transmitted to the Holder and EPA as described below. The request must specifically invoke this paragraph of this Covenant, fully explain the basis for such temporary deviation, and demonstrate that protection of human health and the environment will be maintained. EPA will evaluate the request and convey approval or denial in writing. Owner/Transferee may not deviate from the requirements of this Covenant unless and until such approval has been obtained.

12. Severability.
If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law.
This Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

14. Recordation.
Within 30 days after the date of the final required signature upon this Covenant or any amendment or termination thereof, Owner shall record this Covenant with the appropriate recorder of deeds for each city or county in which any portion of the

Property is situated. Owner shall be responsible for any costs associated with recording this Covenant.

15. **Effective Date.**
The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded with the office of the recorder of each city or county in which the Property is situated.

16. **Distribution of Covenant.**
Within 30 days following the recording of this Covenant, or any amendment or termination of this Covenant, Owner/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the Covenant as recorded with the appropriate recorder of deeds (including book and page numbers) to: (a) each of the Parties hereto; (b) each person holding a recorded interest in the Property, including any mortgagees or easement holders; (c) each person in possession of the Property; (d) each municipality or other unit of local government in which the Property is located; (e) MDNR; and (f) any other person designated herein.

17. **Contact Information.**
Any document or other item required by this Covenant to be given to another party hereto shall be sent to:

<u>If to Owner/Transferee</u>:

SWH Investments II, LLC
c/o Environmental Operations, Inc.
1530 South Second Street, Suite 200
St. Louis, MO 63104

<u>If to EPA:</u>

Director, Air and Waste Management Division
U.S. Environmental Protection Agency, Region 7
11201 Renner Blvd.
Lenexa, KS 66219

<u>If to MDNR</u>:

Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

The Owner/Transferee, Holder, EPA, or MDNR may change their designated recipient of such notices by providing written notice of the same to each other. If any notice or other submittal under this Covenant is received by a former

Owner/Transferee who no longer has an interest in the Property, then such former Owner/Transferee shall notify EPA, Holder, MDNR, and the current Owner/Transferee of the Property regarding the misdirected communication.

18. Reservation of Rights.

This Covenant is a necessary component of the environmental response project described above. Nothing in this Covenant shall be construed so as to relieve any Owner/Transferee from the obligation to comply with this Covenant during their period of ownership, or the obligation to comply with any other source of law. This Covenant is not a permit, nor does it modify any permit, order, agreement, decree, or judgment issued under any federal, State, or local laws or regulations, and EPA does not warrant or aver in any manner that an Owner/Transferee's compliance with this Covenant will constitute compliance with any such requirements. EPA and MDNR reserve all legal and equitable remedies available to enforce this Covenant or any other legal requirement. Nothing herein shall be construed so as to prevent EPA, Holder, or MDNR from taking any independent actions as allowed by law.

The undersigned represent and certify that they are authorized to sign this Covenant on behalf of their respective Parties.

IT IS SO AGREED:

FOR SWH INVESTMENTS II, LLC, a Missouri Limited Liability Company

By: _____ Date: 4/3/18
Name (print): STACY W. HASTIE
Title: Manager
Address: 1530 S. Second Street
ST. LOUIS MO 63104

STATE OF MISSOURI)
)
CITY OF SAINT LOUIS)

On this 3RD day of April, 2018, before me a Notary Public in and for said state, personally appeared Stacy W. Hastie, the Manager of SWH Investments II, LLC, a Missouri limited liability company, known to me to be the person who executed the within Environmental Covenant on behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

Bridget A. Dunn

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI
BRIDGET A. DUNN
My Commission Expires
August 14, 2021
St. Louis County
Commission #05439901

Commission #05439901

Bridget A. Dunn
Notary Public

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY

By: _____ Date: 4-12-18
Becky Weber, Director
Air and Waste Management Division
U.S. Environmental Protection Agency, Region 7
11202 Renner Boulevard
Lenexa, KS 66219

STATE OF Kansas)
)
COUNTY OF Johnson)

On this 12th day of April, 2018, before me a Notary Public in and for said state, personally appeared Becky Weber (or her designee), Director of the Air and Waste Management Division of the U.S. Environmental Protection Agency, Region 7, known to me to be the person who executed the within Covenant on behalf of said agency and acknowledged to me that she/he executed the same for the purposes therein stated.

NOTARY PUBLIC - State of Kansas
MILADY R. PETERS
My Appt. Expires 10/4/18

_____
Notary Public

Attachment A – Legal Description

TWO TRACTS OF LAND BEING ALL OF LOTS 2 AND 3 OF SOULARD BUSINESS PARK, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 02212018, PAGE 0124 OF THE ST. LOUIS CITY, MISSOURI RECORDS, SAID TRACTS BEING SITUATED IN ALL OR PARTS OF ST. LOUIS CITY BLOCKS 714, 720, 723, 724, 733, 735, 738, 872 AND 6501 INCLUSIVE OF THOSE STREETS AND ALLEYS VACATED THEREIN AND BEING INCLUSIVE OF ALL OF TRACT I-IIB OF KOSCIUSKO SUBDIVISION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 34 PAGE 13 OF THE ST. LOUIS CITY RECORDS, AND A PART OF LOT 1 OF A SUBDIVISION OF CITY BLOCK 714 AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 60 PAGE 41 OF THE ST. LOUIS CITY RECORDS, ALL IN THE CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LESPERANCE STREET, 50' WIDE, VACATED BY ST. LOUIS CITY ORDINANCE NUMBER 51744 WITH THE EASTERN LINE OF THIRD STREET, 60 FEET WIDE; SAID POINT BEING THE NORTHWEST CORNER OF TRACT I-IIB OF KOSCIUSKO SUBDIVISION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 34 PAGE 13 OF THE ST. LOUIS CITY RECORDS; THENCE WITH THE NORTH LINE OF SAID KOSCIUSKO SUBDIVISION AND BEING THE NORTH LINE OF LESPERANCE STREET, SOUTH 67°00'08" EAST A DISTANCE OF 342.06 FEET TO THE CENTERLINE OF SECOND STREET, 60' WIDE, VACATED BY ST. LOUIS CITY ORDINANCE NUMBER 55641; THENCE ALONG SAID CENTERLINE SOUTH 38° 50' 39" WEST 10.63 FEET TO A POINT ON THE WESTERN PROLONGATION OF THE SOUTH LINE OF LOT B OF THE SUBDIVISION OF BLOCK 714 AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 03292005 PAGE 480 OF THE ST. LOUIS CITY RECORDS; THENCE DEPARTING THE VACATED CENTERLINE OF SECOND STREET WITH THE SOUTH LINE OF SAID LOT B OF SAID SUBDIVISION OF BLOCK 714, SOUTH 66°54'54" EAST 394.21 FEET TO A POINT, THENCE ALONG THE NORTHWEST LINE OF SAID LOT B, SOUTH 23°28'24" WEST 197.61 FEET TO THE SOUTHWEST CORNER OF SAID LOT B; THENCE ALONG THE SOUTH LINE OF SAID LOT B, SOUTH 67°30'32" EAST 19.09 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DEKALB STREET, VACATED BY ORDINANCE NO.S 43004, 50258 AND 68500; THENCE ALONG LAST SAID EAST VACATED RIGHT-OF-WAY LINE OF DEKALB STREET, SOUTH 23° 23' 25" WEST, 742.80 FEET; THENCE DEPARTING LAST SAID EAST VACATED RIGHT-OF-WAY LINE, SOUTH 67° 05' 23" EAST, 371.08 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KOSCIUSKO STREET, 60 FEET WIDE, VACATED BY ORDINANCE NO. 57176 AND 50258; THENCE ALONG LAST SAID EAST

VACATED RIGHT-OF-WAY LINE, NORTH 22° 54' 19" EAST, 261.39 FEET TO A POINT; THENCE DEPARTING LAST SAID EAST VACATED RIGHT-OF-WAY LINE, NORTH 73° 51' 48" EAST, 390.38 FEET TO A POINT ON THE SOUTH LINE OF RUSSELL AVENUE, 50 FEET WIDE, VACATED BY ORDINANCE NO. 50258; THENCE ALONG LAST SAID SOUTH VACATED RIGHT-OF-WAY LINE, SOUTH 66° 56' 57" EAST, 56.15 FEET TO A POINT ON THE WEST LINE OF MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY; THENCE WITH THE SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 18°52'52" WEST 305.91 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET, AN ARC DISTANCE OF 173.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 33°30'12" WEST 857.68 FEET TO THE CENTERLINE OF BARTON (66' WIDE) STREET; THENCE WITH THE SAID CENTERLINE OF BARTON STREET AND THE SOUTH LINE OF THAT PART OF BARTON STREET VACATED BY ST. LOUIS CITY ORDINANCE NUMBER 57176, NORTH 67°00'08" WEST 218.34 FEET TO A POINT; THENCE NORTH 22° 59' 52" EAST 33.00 FEET ALONG THE WEST LINE OF SAID BARTON STREET VACATION TO THE NORTH LINE OF SAID BARTON STREET; THENCE ALONG SAID NORTH LINE OF BARTON STREET, NORTH 67° 00' 08" WEST 400.17 FEET TO A CROSS FOUND FOR THE INTERSECTION OF THE NORTH LINE OF BARTON STREET AND THE CENTERLINE OF DEKALB STREET, 60 FEET WIDE, BEING THE SOUTHWEST CORNER OF THAT PART OF DEKALB STREET VACATED BY ST. LOUIS CITY ORDINANCE NUMBER 45381; THENCE ALONG SAID CENTERLINE OF SAID DEKALB STREET VACATION, NORTH 23° 08'. 39" EAST 162.50 FEET TO THE INTERSECTION OF THE CENTERLINE OF SAID DEKALB STREET WITH THE WESTERLY PROLONGATION OF THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE MANUFACTURERS RAILWAY COMPANY RECORDED AS DAILY NUMBER 104 ON JANUARY 7, 1946 IN THE ST. LOUIS CITY RECORDS; THENCE, DEPARTING THE CENTERLINE OF SAID DEKALB STREET AND ALONG THE SOUTH, EAST AND NORTH LINES OF SAID MANUFACTURERS RAILWAY TRACT, THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 67°00'05" EAST 185.50 FEET, THENCE NORTH 23°17'27" EAST 78.00 FEET, THENCE SOUTH 67°00'04" EAST 185.70 FEET TO THE CENTERLINE OF KOSCIUSKO STREET, 60 FEET WIDE, VACATED BY ST. LOUIS CITY ORDINANCE NUMBER 57176; THENCE ALONG SAID CENTERLINE, BEING THE EAST LINE OF SAID MANUFACTURERS RAILWAY TRACT, NORTH 23°26'15" EAST 259.77 FEET; THENCE NORTH 66°33'45" WEST 30.00 FEET TO THE WEST LINE OF VACATED KOSCIUSKO STREET; THENCE, CONTINUING WITH THE NORTH LINE OF SAID MANUFACTURERS RAILWAY TRACT, SOUTH 53°18'35" WEST 30.12 FEET TO A POINT OF CURVATURE; THENCE SOUTHWARDLY WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 240.07 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 67°00'02" WEST 113.69 FEET TO THE NORTHWEST CORNER OF SAID MANUFACTURERS RAILWAY COMPANY TRACT AND BEING ON THE EAST LINE OF DEKALB STREET, 60 FEET WIDE; THENCE WITH THE SAID EAST LINE OF DEKALB STREET, NORTH 23°08'39" EAST 224.00 FEET TO AN ANGLE POINT AND NORTH 23°23'25" EAST 166.44 FEET TO THE SOUTHERN POINT OF DEKALB STREET AND SOUTH TRUDEAU STREET VACATION BY ST. LOUIS CITY ORDINANCE NUMBER 68500 AND AS RECORDED IN DEED BOOK 09302010 PAGE 81 OF THE ST. LOUIS CITY RECORDS; THENCE WITH THE SOUTH LINE OF SAID VACATION AND THE CENTERLINE OF A 20 FOOT WIDE ALLEY IN ST. LOUIS CITY BLOCK 733, NORTH 67°05'23" WEST 373.80 FEET TO A POINT ON THE EAST LINE OF SECOND STREET (60 FEET WIDE); THENCE WITH THE EAST LINE OF SAID SECOND STREET, NORTH 22°48'53" EAST A DISTANCE OF 599.98 FEET TO AN ANGLE POINT AND NORTH

22°51'00" EAST A DISTANCE OF 19.91 FEET TO THE SOUTH EAST CORNER OF THAT PART OF SECOND STREET AS VACATED BY ST. LOUIS CITY ORDINANCE 55641 AND THE EASTERLY PROLONGATION OF RUSSELL STREET; THENCE WITH THE SOUTH LINE OF SAID VACATED SECOND STREET AND THE NORTH LINE OF RUSSELL STREET, NORTH 66°59'53" WEST A DISTANCE OF 216.18 FEET TO THE SOUTHEAST CORNER OF TRACT I-IIA OF KOSCIUSKO SUBDIVISION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 34 PAGE 13 OF THE ST. LOUIS CITY RECORDS; THENCE WITH THE EAST AND NORTH LINES OF TRACT I-IIA, NORTH 23°01'48" EAST 192.42 FEET AND NORTH 67°03'03" WEST 156.50 FEET TO THE AFORESAID EAST LINE OF THIRD STREET; THENCE ALONG SAID EAST LINE, NORTH 23°01'48" EAST 155.67 FEET TO A POINT OF CURVATURE; THENCE NORTHWARDLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 43.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,114,760 SQUARE FEET OR 25.59 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY THE STERLING COMPANY DURING THE MONTH OF MAY 2008 UNDER ORDER NUMBER 08-03-050.

ALSO

A TRACT OF LAND BEING A PART OF CITY BLOCK 872, IN THE CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF FIRST (106' WIDE) STREET AND THE NORTH LINE OF VICTOR (60' WIDE) STREET THENCE WITH THE EAST LINE OF SAID FIRST STREET, NORTH 33°06'49" EAST 281.25 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO RHINO ENTERPRISES RECORDED ON 07/28/98 WITH A DAILY NUMBER 215; THENCE DEPARTING THE EAST LINE OF FIRST STREET WITH THE SOUTH LINE OF RHINO ENTERPRISES TRACT, SOUTH 52°08'36" EAST 301.44 FEET TO A POINT ON THE WEST LINE OF WHARF AS DESCRIBED IN ORDINANCE NO. 5403; THENCE WITH THE WEST LINE OF SAID WHARF, SOUTH 33°13'02" WEST 268.82 FEET AND SOUTH 37°29'40" WEST 12.35 FEET TO THE NORTH LINE OF AFORESAID VICTOR STREET; THENCE WITH THE SAID NORTH LINE, NORTH 52°08'36" WEST 300.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 84,412 SQUARE FEET (1.9378 ACRES), MORE OR LESS, ACCORDING TO A SURVEY BY THE STERLING COMPANY DURING THE MONTH OF MAY 2008.