

BOOK: 25191 PAGE: 235

Parcel 1: 2525 Insulator Drive, Baltimore, MD 21230
Tax ID: 23-10-1079-001

Parcel 2: 11 W. Cromwell Street, Baltimore, MD 21230
Tax ID: 23-10-1078-001

CITY OF BALTIMORE MARYLAND

Bureau of Revenue Collections

Recordation Tax Paid

10/21/22 2933 220,000.00
Date Transaction # Amount


RESIDENTIAL
TITLE & ESCROW COMPANY
100 Painters Mill Road - Suite 200
Owings Mills, Maryland 21117
410-653-3400 • Fax: 410-653-3621 • www.residentialtitle.com

DEED

THIS DEED, made this 15 day of September, 2022, by and between **Locke Insulators, Inc.**, a Delaware corporation (the "Grantor"); and **Insulator Drive, LLC**, a Maryland limited liability company (the "Grantee").

WITNESSETH, that in consideration of the sum of **Twenty-Two Million and 00/100 Dollars (\$22,000,000.00)**, the Grantor does hereby grant and convey to the Grantee, in fee simple, the following described property, situate, lying and being in Baltimore City, State of Maryland:

See Exhibit A attached hereto for legal description.

TOGETHER with all the buildings and improvements on the such land, erected, made or being; and all and every rights-of-way, alleys, ways, waters, easements, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining and all the estate, title, right, interest and claim, either at law or in equity, or otherwise, however, of the Grantor of, in, to or out of the said land and premises, and all right, title and interest of the Grantor in and to the land lying in the bed of any street, road or highway (open or proposed) in front of, adjoining or servicing the above-described real property, including condemnation awards or payments in lieu thereof as a result of a change of grade, alignment or access rights.

TO HAVE AND TO HOLD the said described lot(s) of ground and premises and hereby intended to be conveyed, together with the building and improvements erected thereon and all rights, privileges, appurtenances, easements and advantages belonging and pertaining to the use and benefit of the Grantee, in fee simple, forever.

SUBJECT TO all existing restrictions, conditions, reservations, limitations, covenants, easements, rights and rights-of-way of record granted to public utility companies, public service companies, governmental agencies and the public, and all other matters of record.

FURTHER SUBJECT TO the following:

(1) GRANTEE AGREES THAT THE PROPERTY IS DEEMED ACCEPTABLE TO GRANTEE AND THE ACQUISITION OF THE PROPERTY IS ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PROPERTY OR THE SUITABILITY THEREOF FOR ANY PURPOSE, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OR REPRESENTATIONS AS TO THE PROPERTY.

(2) GRANTEE WAS SOLELY RESPONSIBLE FOR DETERMINING THE PHYSICAL CONDITION OF THE PROPERTY, THE LEGAL RESTRICTIONS APPLICABLE TO THE DEVELOPMENT AND USE OF THE PROPERTY, AND THE SUITABILITY OF THE PROPERTY FOR THE GRANTEE'S PROPOSED USE, AND GRANTEE HAS INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN

CITY OF BALTIMORE MARYLAND
Bureau of Revenue Collections, Transfer Tax Division
Transfer Tax Paid
10/21/22 394383 330,000.00
(00349365) Date Cash Slip # Amount

Authorized Signature

Received have been paid as of this date
9/15/22
Director of Finance of Baltimore City By


ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE RELIED SOLELY UPON SUCH INSPECTIONS, EXAMINATION AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS" BASIS. GRANTEE HEREBY ASSUMES THE RISK THAT PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY EXIST ON THE PROPERTY. TO THE EXTENT THAT THE FOREGOING IMPOSES ANY RISK TO GRANTEE, THE SAME IS REFLECTED IN THE PURCHASE PRICE.

(3) If Grantee or any direct or indirect owners of Grantee or any affiliates, successors and/or assigns of any of the foregoing, or any future owners of the Property or any portion thereof (collectively with the Grantee, the "**Grantee Related Parties**," which term has the same meaning throughout this Deed) obtains Inculcable Person status as defined in 7-501(j) of the Environmental Article of the Maryland Code in connection with the Property, it is expressly agreed between Grantor and Grantee that the obligations of Grantee and all Grantee Related Parties in this Deed will be independent of such status and that neither Grantee nor any Grantee Related Party shall claim that any such obligations are nullified, voided, superseded or otherwise diminished in any manner by application of such status. If Grantee obtains such status, neither Grantee nor any Grantee Related Party will use such status in any actions brought by United States Environmental Protection Agency ("**EPA**"), MDE, the State of Maryland, local governments, or in any civil action brought by Grantor; provided however, in no event shall Grantee or any Grantee Related Party be prohibited from asserting such Inculcable Person status for any worker's compensation claims asserted by any employee or former employee of Grantor or Grantor Parties ("**Retained Claims**"). In the event that Grantee or any Grantee Related Party will use or attempt to use such status in the manner described above, or in a matter involving other parties, Grantee or such Grantee Related Party using or attempting to use such status shall reimburse Grantor for any and all expenses incurred thereafter by Grantor in connection with the Property. The provision of this paragraph is intended to be covenants running with the land, binds Grantee and the Grantee Related Parties and survives the Closing and the delivery of this Deed. For purposes of clarification, any Grantee Related Party who acquires only a portion of the Property shall only be deemed a Grantee Related Party as to the portion of the Property so owned. Further, notwithstanding anything to the contrary, in no event shall a single-family home homebuilder building on any portion of the Property, or any individual third party acquiring a residential lot located on the Property or portion thereof be deemed a "Grantee Related Party".

(4) Grantee and Grantee Related Parties acknowledge that the uses of and activities on the Property may be limited and restricted in the future by, among other existing easements and restrictions on the Property, the recording of an Environmental Covenant as part of the Maryland Voluntary Cleanup Program or Controlled Hazardous Substance Program process when obtaining a No Further Action (NFA), No Further Requirements Determination (NFRD), or Certificate of Completion (COC). The restrictions placed on the Property could include among others: no use of the ground water, no excavation without advanced notification to MDE, operation and maintenance requirements for engineering controls, among others.

(5) **RELEASE: GRANTEE AND GRANTEE RELATED PARTIES HEREBY FOREVER RELEASE GRANTOR AND GRANTOR PARTIES FROM ANY AND ALL CLAIMS (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) ARISING FROM OR RELATED TO (I) ANY AND ALL STATEMENTS OR OPINIONS HERETOFORE OR HEREAFTER MADE, OR INFORMATION FURNISHED OR MADE AVAILABLE WITH RESPECT TO THE PROPERTY, WHETHER BY GRANTOR OR ANY OF GRANTOR PARTIES; (II) THE STRUCTURAL, PHYSICAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL OBLIGATIONS OR LIABILITIES RELATING TO THE RELEASE, PRESENCE, DISCOVERY OR REMOVAL OF ANY HAZARDOUS OR REGULATED SUBSTANCE, CHEMICAL, WASTE OR MATERIAL THAT MAY BE LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR CONNECTED WITH**

OR ARISING OUT OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601 *ET SEQ.*, AS AMENDED BY SARA (SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986) AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §§6901 *ET SEQ.*, ANY STATE OR LOCAL COUNTERPARTS THEREOF, ANY REGULATIONS PROMULGATED THEREUNDER OR ANY OTHER PROVISIONS OF FEDERAL OR MARYLAND LAW, AND THE REGULATIONS, RULES, ORDINANCES, GUIDELINES AND ORDERS ADOPTED PURSUANT THERETO RELATING TO THE REGULATION OF ENVIRONMENTAL MATTERS OR OTHER SUBSTANCES DEEMED POTENTIALLY HAZARDOUS TO HUMAN HEALTH OR WILDLIFE OR THE ENVIRONMENT (COLLECTIVELY "ENVIRONMENTAL LAWS"), OR ANY RELATED CLAIMS OR CAUSES OF ACTION (COLLECTIVELY, "ENVIRONMENTAL LIABILITIES"); (III) ANY IMPLIED OR STATUTORY WARRANTIES OR GUARANTIES OF FITNESS, MERCHANTABILITY OR ANY OTHER STATUTORY OR IMPLIED WARRANTY OR GUARANTY OF ANY KIND OR NATURE REGARDING OR RELATING TO ANY PORTION OF THE PROPERTY; AND (IV) ANY OTHER CONDITIONS AFFECTING THE PROPERTY, IN EACH CASE WHETHER EXISTING PRIOR TO OR AFTER THE CLOSING. "CLAIMS" MEANS ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, WHETHER SUIT IS INSTITUTED OR NOT). AS OF CLOSING, GRANTEE WILL ASSUME ALL OF GRANTOR'S LIABILITIES AND OBLIGATIONS WITH RESPECT TO ALL AGREEMENTS, PERMITS OR OTHER OBLIGATIONS RELATED TO THE PROPERTY FROM AND AFTER THE DATE OF THIS DEED.

THIS RELEASE IS INTENDED TO BE GIVEN THE BROADEST SCOPE, APPLICATION AND INTERPRETATION ALLOWABLE BY LAW. THE ACKNOWLEDGMENTS AND AGREEMENTS OF GRANTEE SET FORTH IN THIS SECTION WILL SURVIVE THE CLOSING WITHOUT LIMITATION.

WITH RESPECT TO ANY RELEASE SET FORTH IN THIS DEED RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, THE PARTIES HERETO HEREBY ACKNOWLEDGE THAT SUCH WAIVER AND RELEASE IS MADE WITH THE ADVICE OF COUNSEL AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CONSEQUENCES AND EFFECTS OF SUCH RELEASE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR WOULD NOT ENTER INTO THE AGREEMENT TO SELL THE PROPERTY FOR THE PURCHASE PRICE UNLESS GRANTEE AGREED TO THE INDEMNITY, RELEASE AND COVENANT-NOT-TO-SUE.

(6) ASSUMPTION OF LIABILITIES, INDEMNITY AND HOLD HARMLESS: GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR PARTIES FROM ANY AND ALL CLAIMS, BUT SPECIFICALLY EXCLUDING ANY RETAINED CLAIMS, (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) ARISING FROM OR RELATED TO (I) ANY AND ALL STATEMENTS OR OPINIONS HERETOFORE OR HEREAFTER MADE, OR INFORMATION FURNISHED OR MADE AVAILABLE WITH RESPECT TO THE PROPERTY, WHETHER BY GRANTOR OR ANY OF GRANTOR PARTIES; (II) THE STRUCTURAL, PHYSICAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL ENVIRONMENTAL LIABILITIES; (III) ANY IMPLIED OR STATUTORY WARRANTIES OR GUARANTIES OF FITNESS, MERCHANTABILITY OR ANY OTHER STATUTORY OR IMPLIED WARRANTY OR GUARANTY OF ANY KIND OR NATURE

REGARDING OR RELATING TO ANY PORTION OF THE PROPERTY; AND (IV) ANY OTHER CONDITIONS AFFECTING THE PROPERTY, IN EACH CASE WHETHER EXISTING PRIOR TO OR AFTER THE CLOSING. NOTWITHSTANDING THE FOREGOING INDEMNITY AS SET FORTH IN THIS SECTION 6, THE OBLIGATIONS OF ANY GRANTEE RELATED PARTY ARE LIMITED ONLY TO THAT PORTION OF THE PROPERTY SO ACQUIRED AND OWNED BY SUCH GRANTEE RELATED PARTY.

(7) COVENANT-NOT-TO-SUE: GRANTEE AND GRANTEE RELATED PARTIES HEREBY COVENANT NOT TO SUE GRANTOR, OR ANY GRANTOR PARTIES WITH REGARD TO THE PROPERTY, THIS DEED, THE PURCHASE AGREEMENT OR THE PURCHASE TRANSACTION, REGARDLESS OF WHEN OR HOW THE POTENTIAL CLAIM AROSE OR SUBSEQUENTLY ARISES, AND REGARDLESS OF WHETHER THE CLAIM WAS FORESEEABLE OR UNFORESEEABLE. GRANTEE AND GRANTEE RELATED PARTIES COVENANTS NOT TO SUE INCLUDES CLAIMS, BUT SPECIFICALLY EXCLUDES RETAINED CLAIMS, AND LIABILITIES RESULTING IN ANY WAY FROM THE NEGLIGENCE OR STRICT LIABILITY OF GRANTOR OR OTHER GRANTOR PARTIES, WHETHER THE NEGLIGENCE OR STRICT LIABILITY IS ACTIVE, PASSIVE, JOINT, OR CONCURRENT.

(8) LIMITED RIGHT OF ENTRY FOR GRANTOR: GRANTEE ACKNOWLEDGES THAT GRANTEE AND TO THE EXTENT APPLICABLE, GRANTEE RELATED PARTIES, ARE TO REMEDIATE AND CAP THE PROPERTY AS REQUIRED BY THE MARYLAND DEPARTMENT OF ENVIRONMENT ("MDE"), PURSUANT TO AN APPROVED ENVIRONMENTAL MANAGEMENT PLAN (EMP) OR RESPONSE ACTION PLAN (RAP) IN ORDER TO OBTAIN A CERTIFICATE OF COMPLETION ("COC") OR A NO FURTHER REQUIREMENTS DETERMINATION ("NFRD") AS APPLICABLE, UNDER THE VOLUNTARY CLEANUP PROGRAM ("VCP") FOR AT LEAST TIER 2 DEVELOPMENT. UNTIL SUCH TIME AS AN NFRD OR COC IS OBTAINED, GRANTEE GRANTS TO THE GRANTOR, AND GRANTOR'S ENVIRONMENTAL CONSULTANT, THE RIGHT TO ENTER AND ACCESS THE PROPERTY, OR APPLICABLE PORTION THEREOF, FOR PURPOSES OF: (I) CONFIRMING GRANTEE'S COMPLIANCE WITH ITS REMEDIATION OBLIGATIONS, AND (II) TO COMPLETE ANY REMEDIATION AND CAPPING IN THE EVENT GRANTEE OR SUBSEQUENT GRANTEE RELATED PARTIES FAIL TO REMEDIATE AND CAP THE PROPERTY, OR PORTION THEREOF, AS REQUIRED BY MDE IN ACCORDANCE WITH ANY APPROVED EMP OR RAP, AND SUCH FAILURE CONTINUES FOR A PERIOD IN EXCESS OF THE LATER TO OCCUR OF: (I) NINETY (90) DAYS AFTER GRANTEE BECOMES AWARE OF SUCH FAILURE, OR (II) BEYOND SUCH OTHER APPLICABLE NOTICE AND CURE PERIOD AS MAY BE PROVIDED IN ANY OTHER AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE. THIS RIGHT OF ENTRY SHALL TERMINATE FOR ANY PORTION OF THE PROPERTY UPON RECEIPT OF A VALID AND EFFECTIVE NFRD OR COC FROM THE MDE VCP. GRANTOR AGREES TO PROVIDE GRANTEE FORTY EIGHT (48) HOURS NOTICE PRIOR TO ENTERING THE PROPERTY FOR SUCH INVESTIGATION OR TO CONFIRM OR COMPLETE GRANTEE'S REMEDIATION OBLIGATIONS, EXCEPT IN THE EVENT OF EMERGENCIES OR WHERE REQUIRED BY LAW, IN WHICH CASE GRANTOR SHALL ATTEMPT TO NOTIFY GRANTEE AS SOON AS REASONABLY PRACTICABLE. IF GRANTOR'S ACTIVITIES CAUSE ANY DAMAGE TO THE PROPERTY, GRANTOR SHALL REPAIR AND RESTORE THE PROPERTY TO AS CLOSE TO ITS CONDITION THAT EXISTED PRIOR TO THE DAMAGE AS IS REASONABLY POSSIBLE. FURTHER, GRANTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS GRANTEE AND ANY GRANTEE RELATED PARTIES FROM AND AGAINST ANY CLAIMS (INCLUDING, BUT NOT LIMITED TO, REASONABLE

BOOK: 25191 PAGE: 239

ATTORNEYS' FEES) ARISING OUT OF GRANTOR'S NEGLIGENT OR INTENTIONAL ACTIVITIES AS A RESULT OF GRANTOR'S ENTRY ON THE PROPERTY.

Solely for the purposes of the numbered paragraphs (1) through (8) above, the "Property" means the property as identified both on Exhibit A and Exhibit B attached hereto

AND the Grantor hereby covenants that it will warrant specially the property identified on Exhibit A attached hereto and that it will execute such further assurances of said property as may be requisite.

AND the Grantor does hereby quitclaim unto the Grantee, without any representation or warranty whatsoever, all of Grantor's right, title, and interest, if any, in or to the property identified on Exhibit B attached hereto; provided however, the provisions of this paragraph shall in no way void the Grantor's covenant to specially warrant the property as identified on Exhibit A.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

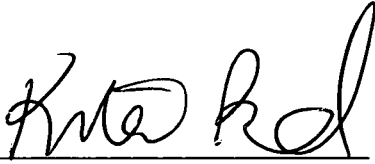
BOOK: 25191 PAGE: 240

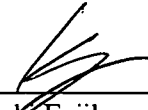
WITNESS the name and corporate seal of said body corporate and the signature of its President.

WITNESS:

GRANTOR:

Locke Insulators, Inc.,
a Delaware corporation



By:  (SEAL)
Kiyoshi Fujihara
President

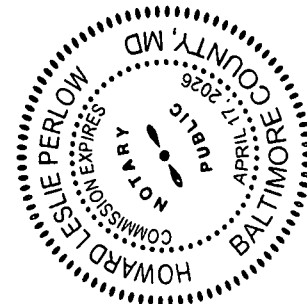
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 15 day of September, 2022, before me, the subscriber, a Notary Public of the State of Maryland in and for Balti City/County personally appeared Kiyoshi Fujihara who acknowledged himself to be the President of **Locke Insulators, Inc.,** a Delaware corporation (the "**Corporation**") and that as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the Corporation as such President.

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

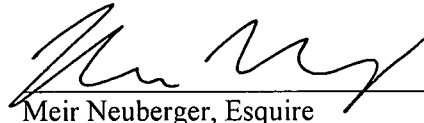

Notary Public

My Commission Expires: 4/17/2026



BOOK: 25191 PAGE: 241

This instrument has been prepared by or under the supervision of the undersigned, an attorney admitted to practice law in the State of Maryland.



Meir Neuberger, Esquire