



RECEIVED

FILE COPY APR 09 2008

Nebraska Department of Environmental Quality
By: *JW*

ENVIRONMENTAL COVENANT

This Environmental Covenant is made this 24th day of September, 2007, by and between TELEX COMMUNICATIONS, INC., a Delaware corporation as "Grantor," and TELEX COMMUNICATIONS, INC, a Delaware corporation as "Holder," pursuant to the Uniform Environmental Covenants Act, Neb. Rev. Stat §§ 76-2601 through 76-2613 ("Act").

The United States Environmental Protection Agency ("EPA") is an "Agency," as defined by the Act. The Grantor, Holder, and Agency, collectively, are the "Parties" to this Environmental Covenant.

RECITALS

WHEREAS, Telex Communications, Inc. and EPA have entered into an Administrative Order on Consent ("AOC"), Docket No. RCRA-07-2006-0245, that requires the implementation of an environmental response project at certain real property ("Property"), owned by Telex Communications, Inc., located at 8601 E Highway 6, Lincoln, Nebraska, legally described as:

Lot 45 in the SW ¼, Section 35, Township 11 North, Range 7 East, 6th Principal Meridian, Lancaster County, Nebraska.

WHEREAS, Grantor has agreed to: (i) impose on the Property activity and use limitations, and (ii) provide a right of access to the Property to EPA for the purposes of monitoring the environmental response project required by the AOC; as covenants that will run with the land

WHEREAS, the administrative record for the environmental response project required by the AOC and reflected in this Environmental Covenant is located at the EPA, Region VII's Offices at 901 N. Fifth Street, Kansas City, Kansas.

NOW, THEREFORE:

Grant: Grantor, acknowledging consideration, does hereby covenant and declare that the Property shall be subject, in accordance with the Act, to the activity and use limitations and access provisions set forth in this Environmental Covenant; and acknowledges that the Holder and the Agency shall have the right to enforce said activity and use limitations and access provisions.

Successors in interest to the Property The grants, covenants, declarations, and limitations of this Environmental Covenant shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns. The term "Grantor," "Holder," or "Agency" wherever used herein, and any pronouns used in place thereof, shall include such Parties' respective successors and assigns in interest to the Property.



59E9E00P002

Telex Comm.
8601 Cornhusker Ave
1-8507

Activity and Use Limitations/Access Provisions: The following conditions and restrictions and provisions apply to the use of, and run with, the Property:

a. The Property shall not be used or developed in any manner that shall impair, degrade or compromise the environmental response project performed pursuant to the AOC.

b. The Property shall not be used for any purpose other than industrial or commercial, and specifically shall not be used for child care facilities.

c. No water well shall be installed on the Property in areas where groundwater contamination has come to be located, except as may be required as part of the environmental response project, provided however that non-potable wells may be installed for irrigation, fire protection or other non-potable purposes so long as the wells are not installed in any contamination source areas. Holder shall notify Agency of any water wells that may come to be installed on the property

d. The Property shall be subject to reasonable access by the Holder and the Agency for the purposes of: (1) implementing the environmental response project required by the AOC; (2) overseeing the performance of the environmental response project required by the AOC; (3) verifying the operation and maintenance of the environmental response project required by the AOC; and (4) ascertaining compliance with the activity and use limitations created hereby.

Modification: The above activity and use limitations and access provisions may be modified, or terminated in whole or in part, in writing by Holder and with prior written approval from Agency. To be effective, such modification or termination shall be duly recorded by Holder with the Office of the Register of Deeds, Lancaster County, Nebraska, and notice thereof provided by Holder to any Parties then having interests in the Property.

Grantor's reservations: Grantor agrees to and is bound to the activity and use limitations and access provisions of this Environmental Covenant, and to any modifications made hereto. Grantor shall have all rights and privileges in and to the use of the Property that are compatible with the activity and use limitations and access provisions in this Environmental Covenant. Grantor shall have no other affirmative obligations under this Environmental Covenant.

Person with subsequent interests in the Property: Any person, by acquiring an interest in the Property subsequent to the date of recording of this Environmental Covenant, is bound to the activity and use limitations and access provisions of this Environmental Covenant. Such person shall have all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations and access provisions in this Environmental Covenant. Such person shall have no other affirmative obligations under this Environmental Covenant.

Other Rights of Entry: Notwithstanding any provision of this Environmental Covenant, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under all applicable statutes and regulations.

No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this Environmental Covenant.

Notice Requirement: Grantor agrees to include in any instrument conveying any interest in the Property, or any portion thereof, including but not limited to, deeds, easements, leases, or mortgages, a notice substantially in the form set forth below. Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor shall provide to Holder and Agency a certified true copy of such instrument and, if it has been recorded in the office of the Lancaster County Register of Deeds, its recording reference,

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED _____ 2007, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA ON _____, 2007, AS INSTRUMENT NUMBER _____, IN FAVOR OF, AND ENFORCEABLE BY THE HOLDER UNDER SUCH COVENANT, TELEX COMMUNICATIONS, INC., A DELAWARE CORPORATION; AND THE AGENCY UNDER SUCH COVENANT, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Enforcement: Holder and Agency shall be entitled to enforce the terms of this Environmental Covenant by resort to specific performance or legal process. All reasonable costs and expenses of Agency, including, but not limited to, attorneys' fees incurred in any such enforcement action, shall be borne by Holder. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity. Any forbearance, delay or omission by Holder or Agency to exercise its rights or provide notice under this Environmental Covenant in the event of a breach of any term of this Environmental Covenant shall not be deemed to be a waiver by Agency of such term or of any subsequent breach of the same or any other term, or of any of the rights of Agency under this Environmental Covenant.

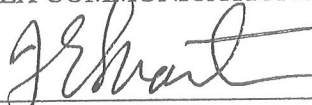
Signatures: The persons signing below on behalf of the Parties affirm that they are authorized to do so and bind their respective named Party to the terms and agreements of this Environmental Covenant

In Witness Whereof

GRANTOR/HOLDER:

SEPTEMBER 24, 2007

TELEX COMMUNICATIONS, INC.



By: Terrence E. Martin
Title: VP North American Operations

State of NEBR.

ss.

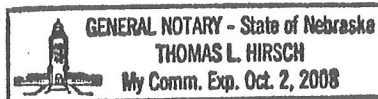
County of LANCASTER

On this 24th day of SEPT., 2007, before me personally appeared FERRY MARTIN and _____, who being duly sworn, did say that they are the corporation, that (the seal affixed to said instrument is the seal of said corporation or no seal has been procured by said corporation) and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed,

Thomas L. Hirsch

Notary Public, State of NEBR.

Comm. Exp. OCT. 2, 2008



AGENCY:

U.S. ENVIRONMENTAL PROTECTION AGENCY

10/23, 2007

Becky Weber

By: Becky Weber

Director

Air and Waste Management Division

State of Kansas)
County of Wyandotte) ss.

On this 23rd day of October, 2007, before me personally appeared Becky Weber, Director of the Air and Waste Management Division of Region VII of the U S Environmental Protection Agency, who being duly sworn, did sign this Environmental Covenant

Kent Johnson

Notary Public, State of Kansas

KENT JOHNSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 7/23/11

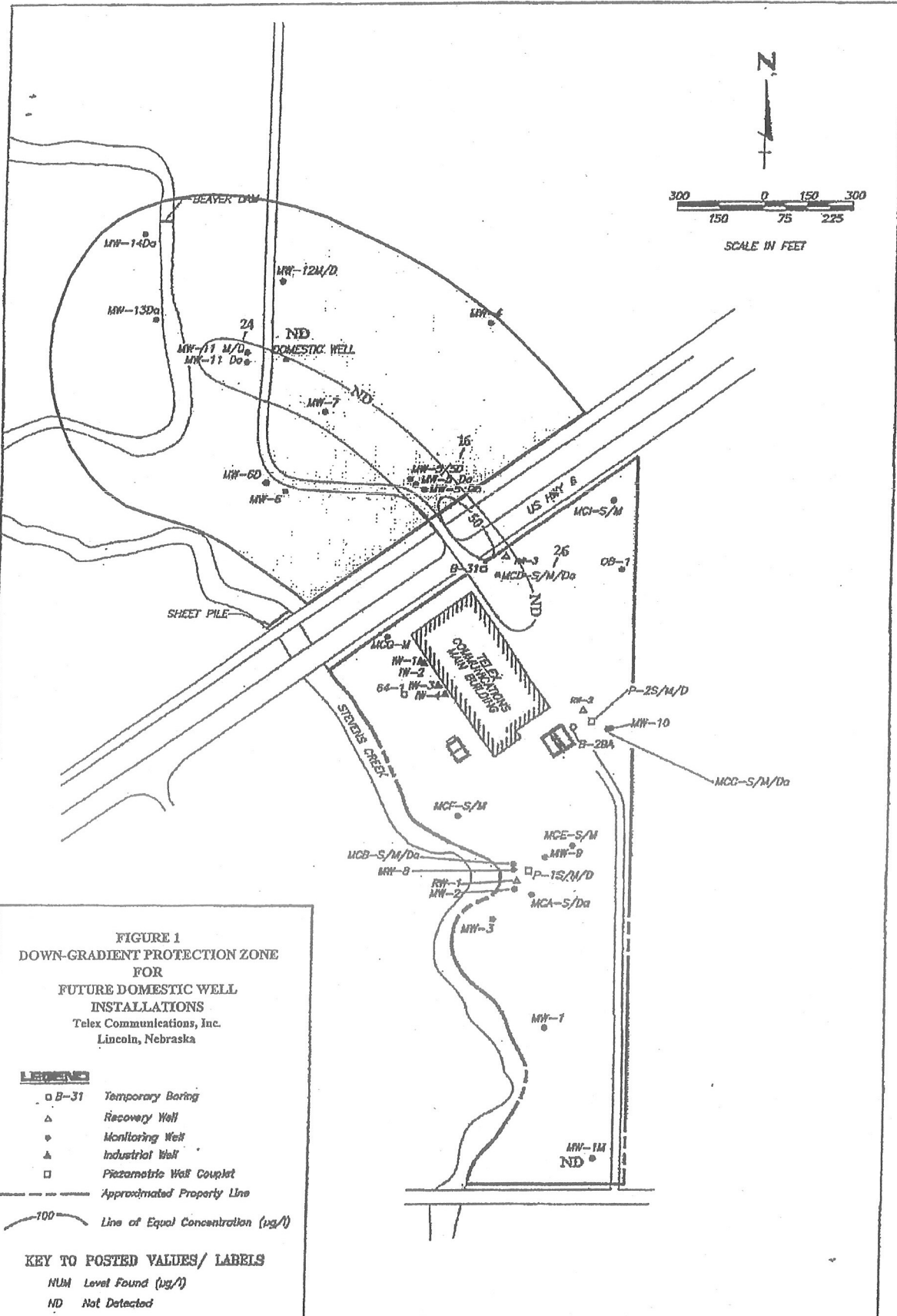


FIGURE 1
DOWN-GRADIENT PROTECTION ZONE
FOR
FUTURE DOMESTIC WELL
INSTALLATIONS
 Telex Communications, Inc.
 Lincoln, Nebraska

LEGEND

- B-31 Temporary Boring
- △ Recovery Well
- Monitoring Well
- ▲ Industrial Well
- Piezometric Well Couplet
- Approximated Property Line
- 100 Line of Equal Concentration (µg/l)

KEY TO POSTED VALUES/ LABELS

NUM Level Found (µg/l)
 ND Not Detected

DATE: 06-01-02
 JOB NO.: 22/41-394/228
 SCALE: AS SHOWN



LINCOLN OFFICE
 225 J St., Box 80328
 Lincoln, NE 68501
 402/473-2200

TELEX COMMUNICATIONS, INC.
 LINCOLN, NEBRASKA