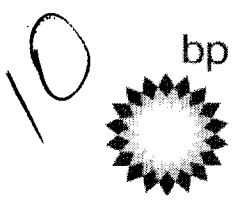


STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MERRILLVILLE  
RECORDS



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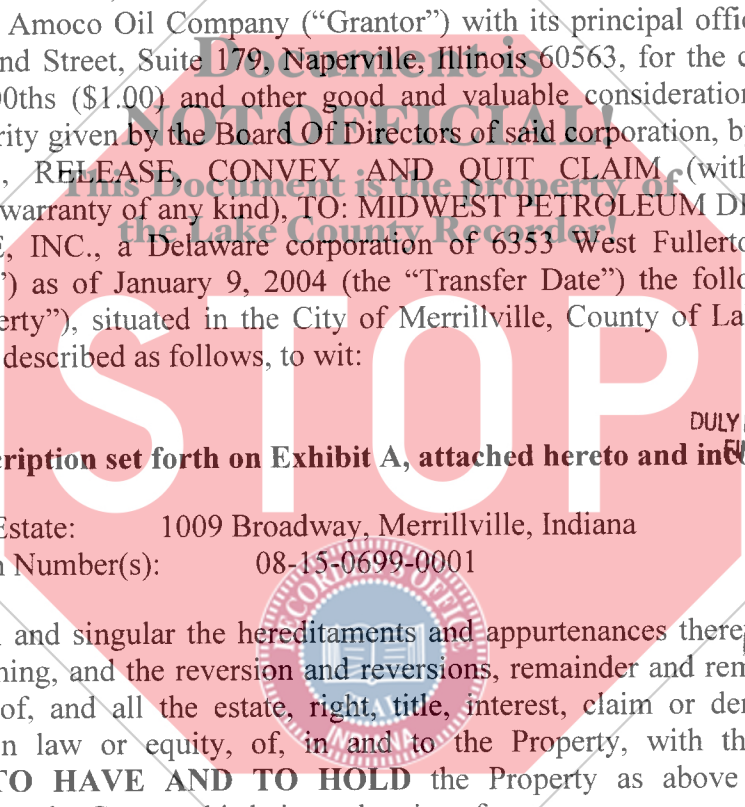
**QUIT CLAIM DEED**

**Prepared by:**

BP Products North America Inc.,  
f/k/a Amoco Oil Company  
1323 Bond Street, Suite 179  
Naperville, Illinois 60563  
Attn: Brandon Cue, Esq.

THE GRANTOR, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation, f/k/a Amoco Oil Company ("Grantor") with its principal office address at c/o BP Amoco, 1323 Bond Street, Suite 179, Naperville, Illinois 60563, for the consideration of One Dollar and no/100ths (\$1.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board Of Directors of said corporation, by these presents does hereby **REMISE, RELEASE, CONVEY AND QUIT CLAIM** (without any covenant, representation or warranty of any kind), TO: **MIDWEST PETROLEUM DEVELOPMENT CO. MERRILLVILLE, INC.**, a Delaware corporation of 6353 West Fullerton, Chicago, Illinois 60639 ("Grantee") as of January 9, 2004 (the "Transfer Date") the following described real estate (the "Property"), situated in the City of Merrillville, County of Lake, State of Indiana, more particularly described as follows, to wit:

Chicago Title Insurance Company  
620039886



See legal description set forth on **Exhibit A**, attached hereto and incorporated by reference.

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

Address of Real Estate: 1009 Broadway, Merrillville, Indiana  
Tax Identification Number(s): 08-15-0699-0001

FEB 9 2004

Together with all and singular the hereditaments and appurtenances thereunto in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

**Use and Operation Restrictions.**

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This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants described on **Exhibit B** attached hereto (“Use and Operation Restrictions”). Notwithstanding the foregoing, the Use and Operation Restrictions do not prohibit the installation or use of any compliance wells, or any underground monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or any corrective action work on the Property now or in the future. Grantee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors in title to the Property (or any portion thereof) to Grantee (collectively, the “Grantee Parties”), by acceptance of this Deed, hereby agrees to indemnify, defend and hold harmless the Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns, (collectively, the “Grantor Entities”), from and against any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages (including, without limitation, business interruption), costs, payments, liabilities, liens, environmental remediation costs and expenses, fines, penalties, and costs and expenses of litigation and reasonable attorneys’ fees arising out of or relating to any use of the Property from and after the Transfer Date which is in violation of or inconsistent with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the Property and each portion thereof for the benefit of the Grantor Entities and shall bind Grantee, the Grantee Parties, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor may, in Grantor’s sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all of the Use and Operation Restrictions at any time, by written instrument duly executed and delivered by Grantor.

**Condition of Property.**

Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that, GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS “AS-IS, WHERE-IS” CONDITION.

**Entire Understanding.**

This Deed, the Exhibits annexed hereto and the Purchase and Sale Agreement (and attachments) contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. This Deed shall be binding upon and inure to the benefit of the Grantor Entities, and Grantee and the Grantee Parties, as the case may be, and any other person or entity expressly noted herein.

**IN WITNESS WHEREOF**, said Grantor has caused this Quit Claim Deed to be executed by an authorized representative of Grantor and attested to by its Assistant Secretary this 9<sup>th</sup> day of January, 2004.

BP PRODUCTS NORTH AMERICA INC.,  
a Maryland corporation,  
f/k/a Amoco Oil Company

By: P.W. Brasse  
Name: P.W. Brasse  
Title: Real Estate Mgr.

ATTEST:

By: M. Azalia O'Brien  
Name: M. Azalia O'Brien  
Title: Assistant Secretary

STATE OF ILLINOIS

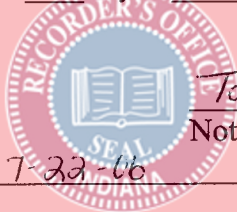
COUNTY OF DUPAGE

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

I, Tammy L. Rambow, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that P.W. Brasse personally known to me to be the Real Estate Mgr., of BP Products North America Inc., a Maryland corporation, f/k/a Amoco Oil Company, and personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Real Estate Mgr., he/she signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 7<sup>th</sup> day of January, 2004.

OFFICIAL SEAL  
TAMMY L RAMBOW  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 22, 2006



Tammy L. Rambow  
Notary Public

My Commission Expires: 7-22-06

When Recorded, Return To: Zave Gussin, Esq., 4711 Golf Road, Skokie, IL 60076

Mail Subsequent Tax Bills To: Midwest Petroleum Development Company Merriville, Inc.  
6353 West Fullerton Ave., Chicago, IL 60639  
Attention: Mike Schimpf

**EXHIBIT A  
TO  
QUIT CLAIM DEED**

**(Legal Description)**

Lot 1 Amoco Addition, an Addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 81, page 90, in the Office of the Recorder of Lake County, Indiana.

Address: 1009 Broadway, Merrillville, IN  
Tax ID No.: 08-15-0699-0001



**EXHIBIT B  
TO  
QUIT CLAIM DEED**

**(Use and Operating Restrictions, and Affirmative Covenants)**

The Grantee herein covenants and agrees, for itself, and for its grantees, successors, and assigns, and their respective grantees, successors and assigns (including, without limitation, all successors in title to the Property (or any portion thereof) to Grantee) (collectively, the "Grantee Parties"), that the following Use and Operating Restrictions, and Affirmative Covenants shall bind and restrict the Property for the time periods set forth herein:

1. **Intentionally Omitted.**

2. **Groundwater Use Restriction:** No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the Property. No Grantee Party shall install remediation or monitoring wells without the prior written consent of Grantor.

The above covenant and use restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. This restrictive covenant will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time this restrictive covenant will lapse and terminate and be of no further force or effect).

3. **Residential Use Restriction:** The Property shall be used solely and exclusively for commercial (which may include retail) and/or industrial purposes. If applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein.

No part of the Property will be used for residential purposes or for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4. **Construction and Excavation Restrictions.**

4.1. Soil Excavation and Disposal: No soils shall be excavated at or removed from the Property, unless the soil is excavated and/or removed (as applicable) in a manner and (in the case of removal of soils) to a disposal facility approved in writing in advance by Grantor. Management, excavation and any removal of soil at or from the Property must be governed by a written plan in form and substance acceptable to Grantor (a "Soil Management Plan") that will be developed at the time of Grantee's (or any other Grantee Party's) request for removal or excavation of soil. Except as may be specifically be provided in the Soil Management Plan which has been approved by Grantor, or any other written contractual relationship between the parties, Grantor shall not be obligated to pay any cost related to the excavation and/or development of the Property.

Grantee and the other Grantee Parties shall be solely responsible for any and all soil excavation, hauling, transportation, and disposal costs pursuant to the Soil Management Plan.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4.2 Basement/Excavation Restriction: No basements or other underground improvements, with the exception of building footings and underground utilities, will be constructed on the Property.

The above covenant and use restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. This restrictive covenant will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time this restrictive covenant will lapse and terminate and be of no further force or effect).

4.3 Relocation of Monitoring Wells and Remediation Equipment: In the event that monitoring wells or other remediation equipment (collectively the "Remediation Equipment") owned by Grantor or its contractors or consultants are: (i) present at the Property on the date of this conveyance, (ii) subsequently required to be present on the Property after the date of this conveyance by any local, state, or federal agency having jurisdiction over the Property, or (iii) otherwise installed at the Property by Grantor or its contractors or consultants, no Grantee Party will interfere with the use or operation of the Remediation Equipment, or damage or destroy (or permit the damage or destruction of) any Remediation Equipment. In the event Grantee or any other Grantee Party damages or destroys any Remediation Equipment, Grantee or such other Grantee Party (as applicable) shall pay, upon demand, Grantor's costs in repairing or replacing the same.

No Grantee Party shall remove or relocate any Remediation Equipment without the prior written consent of Grantor. In the event that Grantor consents to any such removal or relocation, then either (at Grantor's sole election): (i) Grantee (or such other Grantee Party (as applicable)) shall perform such removal and/or relocation at its sole cost and expense, pursuant to plans and specifications which have been approved in writing by Grantor, and using contractors acceptable to Grantor (in which event Grantor and its contractors and consultants shall have the right to be present at, and supervise, such removal or relocation), or (ii) Grantor shall perform (or cause to be performed) such removal and/or relocation, but all costs and expenses of such removal or relocation shall be borne solely by Grantee or such other Grantee Party (as applicable), and Grantee or such other Grantee Party (as applicable) shall promptly reimburse Grantor for any such costs or expenses paid, sustained or incurred by Grantor.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4.4 Engineered Barrier: All portions of the Property, which are, from time to time or at any time, used for a gasoline station, petroleum station, automobile service station, automobile repair shop or any purpose similar to any of the foregoing, shall at all times be covered with an engineered barrier consisting of a concrete or asphalt surface, or such other impermeable surface which is approved by applicable state or federal regulations, and which is sufficient to inhibit the inhalation or ingestion of contaminated media and to impede contaminant migration to any groundwater at or adjacent to the Property. Said concrete or asphalt surface on the Property shall be maintained and kept in good repair by Grantee and the other Grantee Parties (at their sole cost and expense) in compliance with all laws, rules, restrictions, ordinances and court orders.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4.5 Construction Workers' Caution Statement:

Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER)

requirements (including, without limitation, those set forth in 29 CFR 1910.120). Such training shall at a minimum include both an initial 40 hour and future 8 hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

5. **Certain Environmental Covenants:**

5.1 **Cooperation:** Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with all local, state, and federal environmental agencies having jurisdiction over the Property in obtaining environmental site closure, to commercial standards, for any environmental contamination relating to or arising out of Grantor's prior use of the Property. Said cooperation may include, but not be limited to, the following:

(i) execution of any and all documentation as may be necessary, in Grantor's sole discretion, to obtain environmental site closure for the Property (which documentation may (x) include an IEPA LUST Form, in form and substance acceptable to Grantor, and/or (y) impose further use and operating restrictions (and/or use and operating restrictions similar to those set forth in this Exhibit B) on the use of the Property by Grantee and the other Grantee Parties);

(ii) attendance at any meetings requested by Grantor relating to environmental contamination and remediation efforts on the Property (and/or any contamination that may have migrated from the Property to adjacent properties); and/or

(iii) such other further reasonable acts as may be required in order to obtain environmental site closure for any past, present, or future environmental incident relating to Grantor's prior use, ownership or operation of the Property.

(iv) should Grantee or any Grantee Party fail or refuse to sign such documentation, or are unavailable to sign such documentation (after reasonable inquiry by Grantor (such reasonableness to be determined by Grantor in its sole discretion)), Grantee or Grantee Parties hereby irrevocably appoint any Environmental Business Manager of BP Products North America Inc., f/k/a Amoco Oil Company (or any successor corporation thereto), as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or Grantee Parties.



Grantee and each of the other Grantee Parties further authorizes Grantor to record one or more "No Further Remediation Letters" against the Property, if and when the same is/are obtained by Grantor from the Indiana Department of Environmental Management (or any successor agency).

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

5.2 Acceptance of Condition of Property: Grantee has accepted the Property, including without limitation its environmental condition, in "AS IS" condition, subject only to any covenants and obligations of Grantor to Grantee which are expressly set forth in the Purchase and Sale Agreement between Grantor and Grantee with respect to the Property (or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to said Purchase and Sale Agreement) (collectively, "Contractual Obligations"). Grantee acknowledges that the purchase price which it has paid for the Property reflects: (i) the fact that each and all of the covenants and restrictions set forth in this Exhibit B shall be recorded against the Property and shall be binding on Grantee and the other Grantee Parties, (ii) the fact that Grantee has agreed to acquire the Property, including without limitation its environmental condition, in "AS IS" condition (subject only to Grantor's Contractual Obligations (if any) to Grantee), and (iii) the fact that Grantee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of Grantor's ownership, use and/or operation of the Property (subject only to Grantor's Contractual Obligations (if any) to Grantee).

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

5.3 Dealings with Governmental Authorities and Third Parties: In the event that Grantee or any other Grantee Party receives any notices or correspondence from any local, state or federal governmental authorities or any third party relating to the environmental condition of the Property, Grantee or such Grantee Party (as applicable) shall immediately forward a copy of same to Grantor. Grantor shall have the right (but not the obligation) to participate with Grantee and the other Grantee Parties in negotiations with and submissions of reports and information, including permits, to any local, state and federal governmental authorities (including, without limitation, the Indiana Department of Environmental Management). Except to the extent required under applicable law or by court order of a court of competent jurisdiction, neither Grantee nor any other Grantee Party shall submit reports or information regarding any environmental conditions present at (or migrating from) the Property which were caused by

Grantor or during Grantor's ownership, use or operation of the Property, without the prior written consent of Grantor.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

6. **Defined Terms; Successors; Other:** All initially capitalized terms used in this Exhibit B shall have the meanings ascribed to such terms as set forth in the Deed to which this Exhibit B is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this Exhibit B, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this Exhibit B shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this Exhibit B shall, to any extent, be invalid or unenforceable, the remainder of this Exhibit B (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this Exhibit B shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this Exhibit B on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any Grantee Party shall breach any of the covenants or restrictions set forth in this Exhibit B, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.