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ENVIRONMENTAL RESTRICTIVE COVENANT

THIS COVENANT is made this 16th day of June, 2005, by Yvonne Della Rocco, as Trustee of the **CLARENE DELLA ROCCO REVOCABLE TRUST AGREEMENT**, dated as of September 23, 1994, and restated on April 20, 2004, having an address at 1110 Bluebird Lane, Munster, Indiana (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner owns certain real estate in Lake County, Indiana, which is more particularly described in the attached Exhibit "A" and made a part hereof ("Real Estate"), which Real Estate was acquired by deed on April 20, 2004, and recorded on June 1, 2004, as Deed Record 2004 045310, in the Office of the Recorder of Lake County, Indiana.

WHEREAS: A corrective action plan was prepared and implemented in accordance with Indiana law as a result of a release of petroleum (specifically, gasoline) (hereafter referred to as, "chemicals of concern") relating to the property located at 1520 East Chicago Avenue, East Chicago, Indiana known as LUST # 200412504 and FID# 24788.

WHEREAS: The corrective action plan, as approved by the Indiana Department of Environmental Management (the "Department"), provides that the chemicals of concern will remain on or beneath the surface of the Real Estate and provides for land use restrictions that must be maintained to ensure the protection of public health, safety, or welfare, and the environment. Residual chemicals of concern remain in subsurface soils and groundwater in the vicinity of the location of the former gasoline underground storage tank which has been removed from the Real Estate. The levels of chemicals of concern are such that the Real Estate is allowed to be used for industrial purposes, but not, at this time, for residential purposes. Exhibit B, which is attached hereto and incorporated herein, lists the identity, quantity and location of the chemicals of concern left on the Real Estate. Specifically, Table 1 and 2 of Exhibit B present a summary of the concentrations of the chemicals of concern, and Figure 1 of Exhibit B depicts the sample locations, while Figure 2 depicts the former location of the UST on the Real Estate. The corrective action plan, a survey of the affected areas of the Real Estate, and a list of the chemicals of concern left on the Real Estate are incorporated herein by reference and may be examined at the offices of the Department.

NOW THEREFORE, Owner, hereby, in consideration for the promises contained herein and other good and valuable consideration, imposes restrictions on the Real Estate and agrees that:

1. The Owner shall prevent any conveyance of title, easement, or other interest in the Real Estate from being consummated without adequate and complete provision for compliance with the corrective action plan and prevention of exposure to chemicals of concern as described in item 3, below.
2. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times, upon prior notice of not less than 24 hours, for the purpose of determining and monitoring compliance with the corrective action plan,

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LAKE COUNTY AUDITOR

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including, but not limited to, the right to take samples, inspect the operation of the corrective action measures, and inspect records.

3. The Owner shall: (1) not engage in the excavation of soils from the areas identified in Exhibit B without appropriate protective equipment and trained personnel; (2) not engage in off-site placement of excavated subsurface soil from areas identified on Exhibit B in any manner inconsistent with applicable waste disposal regulations, (3) not engage in installation or use of drinking water wells, or (4) not use the Real Estate for residential purposes, including the placement of any residential buildings on the Real Estate for use as a human dwelling place, including, but not limited to, nursing home care for adults or daily care for minors. Additionally, the Owner will take all reasonable steps to prevent any tenant (or any other third party) located on the Real Estate from taking any of the actions listed in this Section 3.
4. By taking title to the Real Estate, any subsequent owner agrees to comply with these restrictions and the terms of this Covenant.
5. The restrictions and other requirements described in this Covenant shall run with the land and be binding on the Owner and the Owner's successors, assignees, and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein.
6. The restrictions shall apply until the Department determines that the chemicals of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment. This Covenant shall not be amended, modified, or terminated except by written instrument executed between the Department and the owner of the Real Estate at the time of the proposed amendment, modification, or termination. Within five (5) days of executing an amendment, modification, or termination of the Covenant, such amendment, modification, or termination shall be recorded with the Office of the Recorder of Lake County and within five (5) days after recording, a true copy of the recorded amendment, modification, or termination shall be presented to the Department.
7. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard shall prevail.
8. In the event of any changes in applicable environmental laws or regulations, this Covenant shall be interpreted so as to ensure the continuing validity and enforceability of the restrictions listed in item 3, above. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, Risk Integrated System of Closure ("RISC") guidelines, or policies for environmental restrictive covenants or institutional or engineering controls change as to form or content.
9. Pursuant to IND. CODE § 13-14-2-6(5), the Department may enforce this Covenant by appropriate action. Payment of money damages alone is insufficient to compensate the Department for any breach of this Covenant. Therefore, if any person violates any term of this Covenant, the Department shall have the right to demand and obtain specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity.

10. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
11. The undersigned persons executing this Covenant on behalf of the Owner represent and certify that they are duly authorized and have been fully empowered to execute, record, and deliver this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 16th day of June, 2005.

Yvonne Della Rocco, Trustee
 Yvonne Della Rocco, as Trustee of the CLARENE DELLA ROCCO REVOCABLE TRUST AGREEMENT, dated as of September 23, 1994, and restated on April 20, 2004.

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Yvonne Della Rocco, not personally, but as trustee of the CLARENE DELLA ROCCO REVOCABLE TRUST AGREEMENT, dated as of September 23, 1994, and restated on April 20, 2004, who acknowledged the execution of the foregoing instrument for and on behalf of said trust.

Witness my hand and Notarial Seal this 16th day of June, 2005.

ELIZABETH ANN PAVLOFF
 NOTARY PUBLIC STATE OF INDIANA
 LAKE COUNTY
 MY COMMISSION EXP. JUNE 25, 2007

Elizabeth Ann Pavloff
 Elizabeth Ann Pavloff

This instrument prepared by: Marco A. Molina
 Kopko Genetos & Retson LLP
 8585 Broadway, Suite 480
 Merrillville, Indiana 46410
 Phone (219) 755-0400

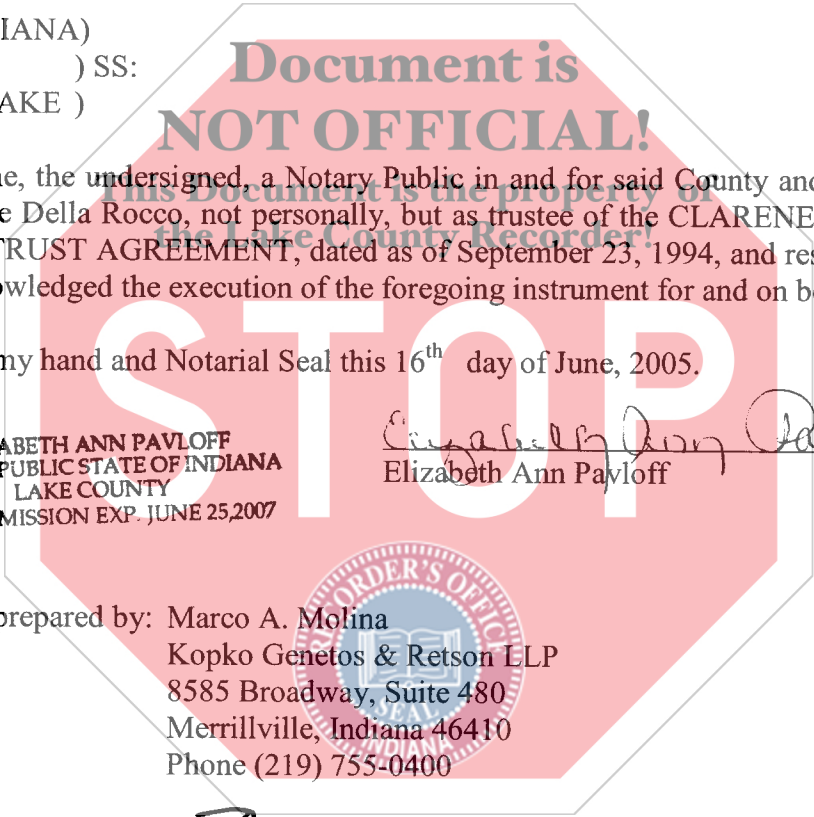


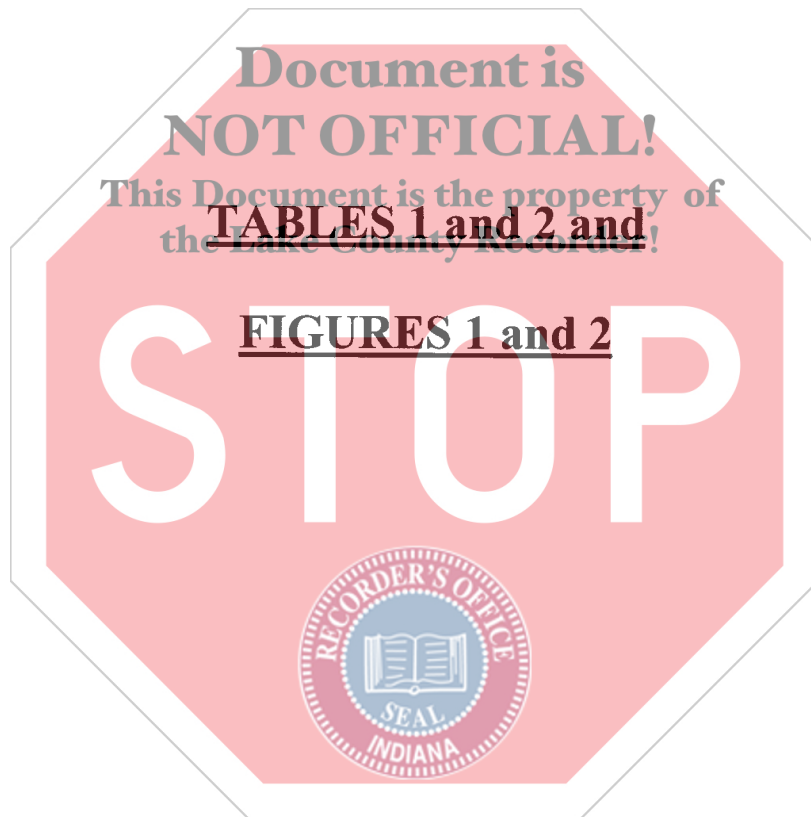
EXHIBIT A

LEGAL DESCRIPTION

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24), in Block One (1), in Calumet Addition to East Chicago, Lake County, Indiana, as the same appears of record in Plat Book 8, page 32, in the Office of the Recorder of Lake County, Indiana.



EXHIBIT B



**TABLE 1
DETECTED PARAMETERS IN CA SOIL CLOSURE SAMPLES**

Parameter	Sample No.							IDEM RISC Soil Default Closure Levels- Industrial ⁽¹⁾	IDEM RISC Soil Default Closure Levels- Residential ⁽²⁾
	C-S-1	C-S-2	C-S-3	C-S-4	C-S-5	C-S-6	C-S-7		
Sample Location within Excavation	Bottom-South	Sidewall-East	Sidewall-West	Sidewall-South	Bottom-West	Bottom-North	Sidewall-North	-	-
PID ⁽³⁾ Reading (ppm) ⁽⁴⁾	25.8	8.6	0.0	0.0	1.5	29.7	0.2	-	-
TPH-GRO	570	36.5	< 22	< 22	< 23	270	< 23	100	20
BTEX/MTBE									
Benzene	< 0.011 ⁽⁵⁾	< 0.011	< 0.011	< 0.011	< 0.011	< 0.011	< 0.011	0.35	0.034
Toluene	< 0.011	< 0.011	< 0.011	< 0.011	< 0.011	0.0162	< 0.011	240	12
Ethylbenzene	< 0.011	< 0.011	< 0.011	< 0.011	< 0.011	0.344	< 0.011	160	13
Xylenes (Total)	11.0	< 0.011	< 0.011	< 0.011	0.0297	7.530	< 0.011	170	170
MTBE	< 0.011	< 0.011	< 0.011	< 0.011	< 0.011	< 0.011	< 0.011	3.9	0.18

Note: Results reported in milligrams per kilogram (mg/kg) or parts per million (ppm) on a dry weight basis.
 (1) IDEM Risk Integrated System of Closure (RISC) Soil Default Closure Level for the Commercial/Industrial Scenario (IDEM-RISC Technical Resource Guidance Document, January 1, 2004 Update Table).
 (2) IDEM RISC Soil Default Closure Level for the Residential Scenario (IDEM-RISC Technical Resource Guidance Document, January 1, 2004 Update Table).
 (3) PID - Photoionization Detector.
 (4) ppm - parts per million.
 (5) < Concentration is less than this reporting limit.
Red - Detected above the IDEM off-site TPH soil cleanup level.
Black - Detected above the IDEM on-site TPH soil cleanup level.

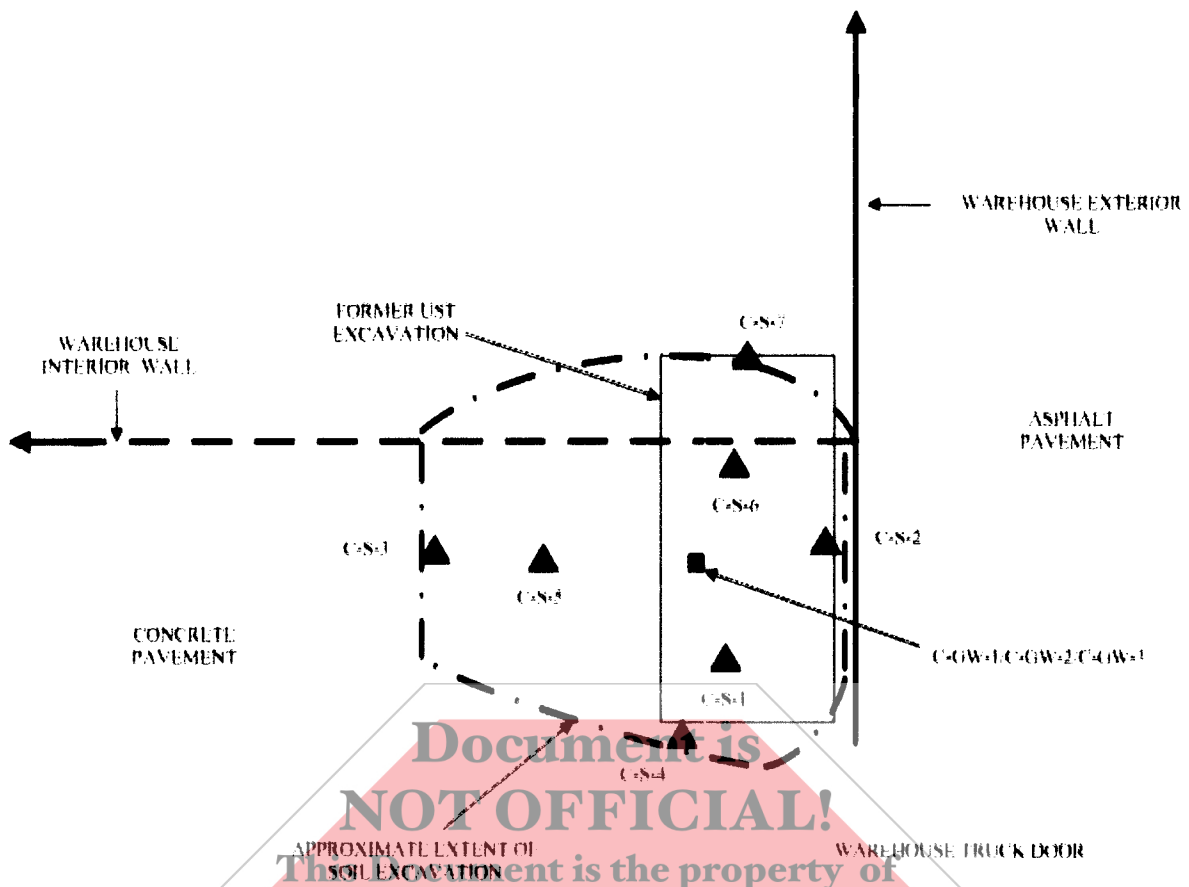
**TABLE 2
DETECTED PARAMETERS IN CA GROUNDWATER CLOSURE SAMPLES**

Parameter	Sample No.			IDEM RISC Groundwater Default Closure Levels- Industrial ^(a)	IDEM RISC Groundwater Default Closure Levels- Residential ^(a)
	C-GW-1	C-GW-2	C-GW-3		
BTEX/MTBE					
Benzene	<0.005 ^(b)	<0.005	<0.001	0.052	0.005
Toluene	0.179	0.0254	0.0712	20	1.0
Ethylbenzene	75.9	0.14	0.756	10	0.7
Xylenes (Total)	1,370	12.5	13.4	20	10
MTBE	<0.025	<0.01	<0.005	0.87	0.04

Note: Results reported in milligrams per liter (mg/l) or parts per million (ppm).

- (1) IDEM Risk Integrated System of Closure (RISC) Groundwater Default Closure Level for the Commercial/Industrial Scenario (IDEM-RISC Technical Resource Guidance Document, January 1, 2004 Update Table).
- (2) IDEM RISC Groundwater Default Closure Level for the Residential Scenario (IDEM-RISC Technical Resource Guidance Document, January 1, 2004 Update Table).
- (3) < Concentration is less than this reporting limit.

Red - Detected above the IDEM RISC Groundwater Default Closure Level for the Residential Scenario.
Black - Detected above the IDEM RISC Groundwater Default Closure Level for the Industrial Scenario.



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Detected Constituents in Soil Samples (ppm)						
Sample	TPH	B	T	E	X	MTRR
C-S-1	570	ND	ND	ND	11.0	ND
C-S-2	38.5	ND	ND	ND	ND	ND
C-S-3	ND	ND	ND	ND	ND	ND
C-S-4	ND	ND	ND	ND	ND	ND
C-S-5	ND	ND	ND	ND	0.0287	ND
C-S-6	270	ND	0.0162	0.344	7.53	ND
C-S-7	ND	ND	ND	ND	ND	ND

Detected Constituents in Groundwater Samples (ppm)					
Sample	B	T	E	X	MTRR
C-GW-1	ND	0.179	75.9	1370	ND
C-GW-2	ND	0.0264	0.14	12.5	ND
C-GW-3	ND	0.0712	0.766	13.4	ND

LEGEND:

- ▲ CLOSURE POINT SAMPLE
- CLOSURE ORIGIN NEW VULNERABLE
- - - APPROXIMATE EXTENT OF EXCAVATION



FIGURE 1

ENVIRONMENTAL INCORPORATED

CORRECTIVE ACTION SAMPLING LOCATIONS
KEYSTONE MACHINE SERVICE
1520 EAST CHICAGO AVENUE
EAST CHICAGO, INDIANA 46312

DATE:	MLP	DATE:	LES001
BY:	THS	DATE:	11-8-04
500 INVERNESS DRIVE, N. ALPARAISO, INDIANA 46033 Phone: 219-261-5076 Fax: 219-261-2879			



RAILROAD TRACKS

WAREHOUSE AREA

PARRISH AVENUE
(DEAD END STREET)

FORMER UST LOCATION

EAST CHICAGO
INTERGENERATIONAL CENTER

UNIDENTIFIED COMMERCIAL
BUSINESS

OFFICE AREA

EAST CHICAGO AVENUE

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



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STOP



FIGURE 2

LEGEND:

-  - PROPERTY LINE
-  - EXTERIOR WALL
-  - INTERIOR WALL
-  - SURFACE SLOPE (SURFACE WATER RUNOFF DIRECTION)
-  - FORMER UST LOCATION

ENVIRONMENTAL INCORPORATED

SITE PLAN
KEYSTONE MACHINE SERVICE
1520 EAST CHICAGO AVENUE
EAST CHICAGO, INDIANA 46312

DRAWN: MLP	DATE: 12/29/04	R.O. #:	LES0401
CHECKED: TBS	SCALE: 1-inch = 60 feet	DWG. #:	LES-2
2302 INVERNESS DRIVE, VALPARAISO, INDIANA 46381 Phone: 219-462-7876 Fax: 219-462-8656			