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**Environmental Restrictive Covenant  
(Row 2)**

THIS COVENANT is made this 9<sup>th</sup> day of May, 2007, by BP Products North America Inc., a Maryland corporation ("Grantor").

WHEREAS: The undersigned owns certain real estate in the County of Lake, Indiana, which more particularly described in the attached Exhibit "A" and made a part hereof (the "Real Estate"). The fee owner, from time to time, of the Real Estate shall be referred to hereinafter as the "Owner".

WHEREAS: A corrective action plan may be prepared in the future and implemented in accordance with IC 13-23 and/or other applicable Indiana law as a result of a release of petroleum or regulated substances (collectively, "contaminants of concern") relating to the Real Estate, and Remedial Action (as hereinafter defined) may be necessary and/or desirable in connection therewith. "Remedial Action" means any and all: (i) investigations of environmental conditions of any kind or nature whatsoever, including site assessments, site investigations, remedial investigations, soil, groundwater, surface water, sediment sampling or monitoring; or (ii) actions of any kind or nature whatsoever taken to remove, abate or remediate environmental conditions, including the use, implementation, application, installation, operation or maintenance of removal actions, in-situ or ex-situ remediation technologies applied to the surface or subsurface soils, encapsulation or stabilization of soils, excavation and on-site or off-site treatment or disposal of soils, systems for the recovery and/or treatment of groundwater or free product, engineering controls or institutional controls.

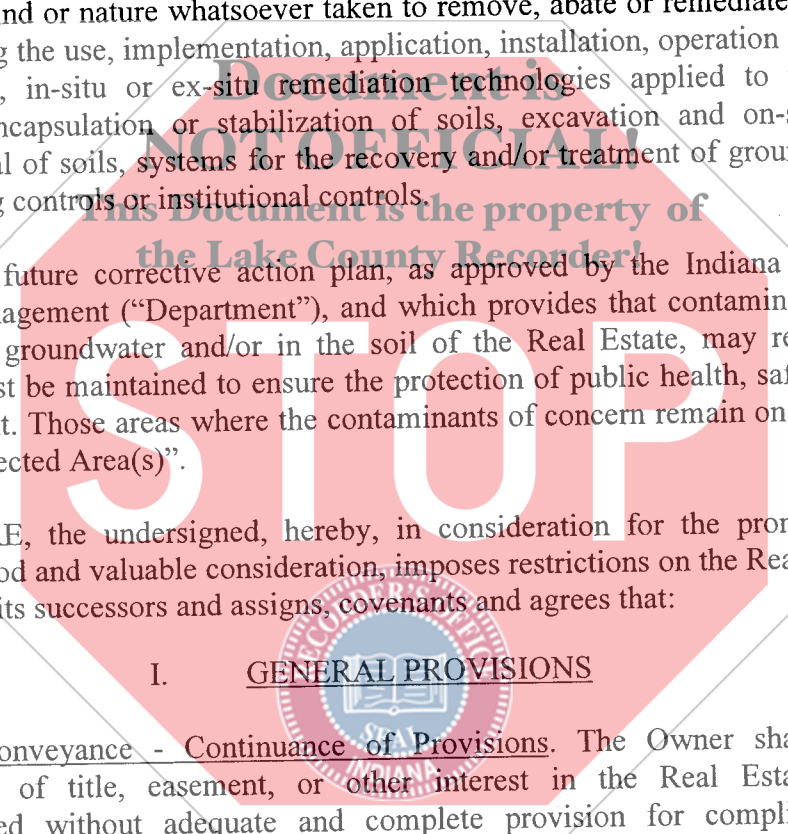
WHEREAS: Any future corrective action plan, as approved by the Indiana Department of Environmental Management ("Department"), and which provides that contaminants of concern will remain in the groundwater and/or in the soil of the Real Estate, may require land use restrictions that must be maintained to ensure the protection of public health, safety, or welfare, and the environment. Those areas where the contaminants of concern remain on the Real Estate are termed the "Affected Area(s)".

NOW THEREFORE, the undersigned, hereby, in consideration for the promises contained herein and other good and valuable consideration, imposes restrictions on the Real Estate, on behalf of itself and its successors and assigns, covenants and agrees that:

I. GENERAL PROVISIONS

1. Property Conveyance - Continuance of Provisions. 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 any corrective action plan and prevention of exposure to contaminants of concern as described in paragraph 8 below.
2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the

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REGINA KATONA  
LAKE COUNTY AUDITOR

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**TICOR TITLE INSURANCE**

Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control and shall continue as a servitude running in perpetuity with the Real Estate. 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. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.

3. Binding upon Future Owners. By taking title to the Real Estate, any subsequent Owner agrees to comply with these restrictions and the terms of this Covenant.
4. Recordation. Unless this Covenant is terminated under paragraph 11, the Owner shall re-record this Covenant including any subsequent modifications and amendments forty-nine (49) years from the date of first recording, or any subsequent recordings, to ensure its continued applicability under the Marketable Title for Real Property Act found in IC 32-20.

5. Access. The Owner shall grant to Grantor and the Department and their designated representatives access to the Real Estate and the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restrictions described in paragraph 8 are being maintained (and operated as applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment, and the right to perform Remedial Actions; this includes the right to take samples, monitor compliance with the corrective action plan, and inspect records.

6. Written Notice of the Presence of Hazardous Substances. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED \_\_\_\_\_ 200\_, RECORDED IN THE OFFICE OF THE RECORDER OF \_\_\_\_\_ COUNTY ON \_\_\_\_\_, 200\_, INSTRUMENT NUMBER (or other identifying reference) \_\_\_\_\_ IN FAVOR OF AND ENFORCEABLE BY BP PRODUCTS NORTH AMERICA INC. AND THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.**

7. Notice of the Conveyance of Property. Owner agrees to provide notice to Grantor and the Department no later than thirty (30) days after any conveyance of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide Grantor and the Department with a certified copy of the instrument conveying any interest in any portion of the Real Estate

and, if it has been recorded, its recording reference. Such notice shall also include the name and business address of the transferee.

## II. RESTRICTIONS AND OBLIGATIONS

8. The Owner shall:

- a) Prohibit any activity at the Real Estate that may interfere with any corrective action, response activities, long-term monitoring, or measures necessary to assure the effectiveness and integrity of any response action, or component thereof, selected and/or undertaken at the Real Estate.
- b) Not use the Real Estate for residential purposes, including, but not limited to, daily care facilities (e.g., daycare centers, schools and senior citizen facilities).
- c) Not use the Real Estate for agricultural purposes.
- d) Neither engage in nor allow the installation or use of drinking water wells on the Real Estate. There shall be no consumptive, extractive or other use of the groundwater underlying the Real Estate that could cause exposure of humans or animals to the groundwater underlying the Real Estate, other than for site investigation and/or remediation purposes, without prior approval of the Grantor and the Department.
- e) Ensure that any removal, excavation or disturbance of soil from or within the Affected Areas of the Real Estate be conducted in accordance with all applicable requirements of IOSHA/OSHA, and that any soil that is removed, excavated or disturbed from the Affected Areas of the Real Estate must be managed and disposed of in accordance with all applicable federal and state laws and regulations. Furthermore Owner shall be solely responsible for the lawful performance and payment for the excavation, hauling and disposal of soil or groundwater whether contaminated or not.
- f) Notify Grantor and the Department if there is a change in the land use and/or any zoning changes that affect the Real Estate.
- g) Not use the Real Estate for residential uses or uses having environmental exposures similar to residential uses [including, but not limited to, mobile home parks, nursing homes, assisted living facilities or other long-term care facilities, lodging facilities, day care facilities (adult or child), hospitals or hospice, overnight camping or a recreational vehicle park], primary schools, secondary schools, colleges or other educational institutions (except to the extent any such secondary schools or colleges or other adult educational institutions use the interior of any building or any paved area on the Real Estate as part of an industrial arts or other job training program not involving children), athletic fields

or outdoor athletic or recreational facilities (excepting those located on a paved area), correctional facilities or the growing of agricultural products for human consumption.

### III. ENFORCEMENT

9. Enforcement. Grantor and the Department pursuant to IC 13-14-2-6(5), may proceed in court, by appropriate action to enforce this Covenant. Owner agrees that the restrictions are enforceable, and agrees not to challenge the appropriate court's jurisdiction.

### IV. TERM, MODIFICATION AND TERMINATION

10. Term. The restrictions shall apply until the Grantor and the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
11. Modification and Termination. This Covenant shall not be amended, modified, or terminated except by written instrument executed between the Grantor and 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 Grantor and the Department.

### V. MISCELLANEOUS

12. Waiver. No failure on the part of Grantor or 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 such party's right to enforce such term, and no waiver on the part of such party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
13. Conflict of and Compliance with Laws. 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 or requirement shall apply. Compliance with this Covenant does not relieve the Owner from complying with any other applicable laws.
14. Change in Law or Regulation. In the event that the Risk Integrated System of Closure ("RISC") is adopted by rule in Indiana, or in the event of any other change in applicable law or regulations, this Covenant shall be interpreted so as to ensure the continuing validity and enforceability of the restrictions listed in paragraph 8, above. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or policies for environmental restrictive covenants or institutional or



engineering controls change as to form or content. All statutory references include any successor provisions.

15. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

BP Products North America Inc.  
4101 Winfield Road  
Warrenville, Illinois 60555  
Attn: Corporate/Real Estate Legal

To Department:

IDEM, Office of Land Quality  
IGCN-Suite 1154  
100 N. Senate Ave.  
Indianapolis, IN 46204-2251  
Attn: Leaking Underground Storage Tank Program

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

16. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
17. Liability. An Owner's rights and obligations under this instrument terminate upon transfer of the Owner's interest in the Real Estate, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
18. Authority to Execute and Record. 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.



## Exhibit A

### Legal Description of the Land

That part of the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 all in Section 8, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana being bounded and described as follows:

Commencing at the Southwest corner of said Section 8; thence North 00 degrees 17 minutes 34 seconds West (bearing based upon the Indiana State Plane Western Zone Coordinate System), along the West line of the Southwest 1/4 of said Section 8, 2644.29 feet, to the Southwest corner of the Northwest 1/4 of said Section 8 and the centerline of 121st Street as presently occupied and monumented, said Southwest corner bearing North 88 degrees 59 minutes 30 seconds West, 2566.25 feet from the Southeast corner of the Northwest 1/4 of said Section 8, as monumented by the Office of the Lake County, Indiana Surveyor; thence South 89 degrees 12 minutes 35 seconds East, along the centerline of 121st Street as presently occupied and monumented, 1306.03 feet to the centerline of Front Street as presently occupied and monumented, said point bearing North 88 degrees 45 minutes 57 seconds West, 1260.24 feet from the Southeast corner of the Northwest 1/4 of said Section 8, as monumented by the Office of the Lake County, Indiana Surveyor; thence South 88 degrees 45 minutes 57 seconds East, 20.00 feet, to a line 20.00 feet East of and parallel to the centerline of Front Street as presently occupied and monumented and the East right of way line of Front Street, as presently occupied and monumented, for the point of beginning; thence South 00 degrees 16 minutes 56 seconds West, along said parallel line, 12.00 feet; thence South 88 degrees 45 minutes 57 seconds East, 41.23 feet, to Curve "A", being a non-tangential curve to the right; thence Easterly along said Curve "A", having a radius of 645.00 feet, an arc length of 197.683 feet, a chord length of 196.971 feet, and a chord bearing of North 83 degrees 31 minutes 19 seconds East to a tangential Line "B"; thence South 87 degrees 41 minutes 52 seconds East, along said Line "B", 388.00 feet; thence South 02 degrees 18 minutes 08 seconds West, at right angles to said Line "B", 7.50 feet, to a line 7.50 feet Southerly of and parallel to said Line "B"; thence South 87 degrees 41 minutes 52 seconds East, along said parallel line, 56.15 feet, to Curve "C", being a tangential curve to the right; thence Southeasterly along said Curve "C", having a radius of 397.00 feet, an arc length of 263.490 feet, a chord length of 258.680 feet, and a chord bearing of South 68 degrees 41 minutes 03 seconds East to a tangential line "D"; thence South 49 degrees 40 minutes 14 seconds East, along said Line "D", 595.25 feet; thence North 40 degrees 19 minutes 46 seconds East, at right angles to said Line "D", 3.00 feet, to a line 3.00 feet Northeasterly of and parallel to said Line "D"; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 864.65 feet; thence North 40 degrees 19 minutes 46 seconds East, at right angles to said parallel line, 23.00 feet, to a line 26.00 feet Northeasterly of and parallel to said Line "D"; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 500.54 feet, to the West line of Standard Avenue as described in Parcel III in Document No. 97051057 recorded August 6, 1997, in the Office of the Recorder of Lake County, Indiana; thence North 03 degrees 00 minutes 22 seconds East (North 03 degrees 04 minutes 44 seconds East as per document number 97051057) along said West line, 36.47 feet to the Northeasterly line of the former Consolidated Rail Corporation (CONRAIL) right of way (formerly the Pittsburgh, Fort Wayne and Chicago Railway Company right of way) as described in

Document Number 95026816 recorded May 16, 1995 and document number 97051057 recorded August 6, 1997 in the Office of the Recorder of Lake County, Indiana, said Northeasterly line being the Southwesterly line of Standard Avenue as described in Miscellaneous Record 40 pages 243 and 244 recorded May 17, 1906, in the Office of the Recorder of Lake County, Indiana, and shown on plat of survey for the opening of said Standard Avenue and referenced as Page B-2776; thence North 49 degrees 40 minutes 14 seconds West, along said Northeasterly line and said Southwesterly line, 2212.79 feet, to a non-tangential curve to the left being 87.50 feet Northerly of and concentric to said Curve "C"; thence Westerly along said non-tangential and concentric curve, having a radius of 484.50 feet, an arc length of 143.095 feet, a chord length of 142.576 feet, and a chord bearing of North 79 degrees 14 minutes 12 seconds West to a tangential line being 80.00 feet Northerly of and parallel to said Line "B"; thence North 87 degrees 41 minutes 52 seconds West along said tangential and parallel line 444.15 feet to a tangential curve to the left being 80.00 feet Northerly of and concentric to said Curve "A"; thence Westerly along said tangential and concentric curve, having a radius of 725.00 feet, an arc length of 180.898 feet, a chord length of 180.429 feet, and a chord bearing of South 85 degrees 09 minutes 15 seconds West to a radial line of said tangential and concentric curve; thence North 11 degrees 59 minutes 30 seconds West, along said radial line, 32.00 feet, to a line perpendicular to the centerline of Front Street as presently occupied and monumented; thence North 89 degrees 40 minutes 34 seconds West, along said perpendicular line, 20.00 feet, to a line 53.00 East of and parallel to the centerline of Front Street as presently occupied and monumented; thence North 00 degrees 19 minutes 26 seconds East, along said parallel line, 268.00 feet; thence North 89 degrees 40 minutes 34 seconds West, at right angles to said parallel line, 4.00 feet to a line 49.00 feet East of and parallel to the centerline of Front Street as presently occupied and monumented; thence North 02 degrees 50 minutes 32 seconds East, 204.82 feet, to the Southwesterly line of a parcel of land described in Parcel II of document number 97051057 recorded August 6, 1997, in the Office of the Recorder of Lake County, Indiana; thence continuing North 02 degrees 50 minutes 32 seconds East, 22.76 feet to a line 59.00 feet East of and parallel to the centerline of Front Street as presently occupied and monumented; thence North 00 degrees 19 minutes 26 seconds East, along said parallel line, 105.98 feet, to the Northeasterly line of a parcel of land described in Parcel III of document number 97051057 recorded August 6, 1997, in the Office of the Recorder of Lake County, Indiana, said Northeasterly line being the Southwesterly line of Standard Avenue as described in Miscellaneous Record 40 pages 243 and 244 recorded May 17, 1906 in the Office of the Recorder of Lake County, Indiana, and shown on plat of survey for the opening of said Standard Avenue and referenced as Page B-2776; thence North 49 degrees 40 minutes 14 seconds West, along said Northeasterly line of said Southwesterly line, 43.08 feet to a line 25.00 feet East of and parallel to the centerline of Front Street as presently occupied and monumented and the East right of way of Front Street as presently occupied and monumented; thence South 03 degrees 03 minutes 38 seconds West, along said East right of way, 125.65 feet, to a line 20.00 feet East of and parallel to the centerline of Front Street as presently occupied and monumented, the East right of way of Front Street as presently occupied and monumented, and the Southwesterly line of parcel of land described in Parcel III of document number 97051057 recorded August 6, 1997 in the Office of the Recorder of Lake County, Indiana; thence South 00 degrees 19 minutes 26 seconds West, along said parallel line, 610.14 feet to the point of beginning. Said parcel containing 4.5251 acres (197,115.3 square feet) more or less.

