

17

Environmental Restrictive Covenant

THIS COVENANT is made this 14th day of December, 2007, by Production Tool Corporation, 2100 East 5th Street, Gary, Indiana (together with his/her/its/their successors and assignees, collectively "Owner").

WHEREAS: Owner owns certain real estate in the County of Lake, 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 9/9/2001, and recorded on 9/13/2001, as Deed Record 2001073901, in the Office of the Recorder of Lake County, Indiana.

WHEREAS: A remediation work plan ("RWP") was prepared and implemented in accordance with Indiana Code ("IC") 13-25-5 as a result of a release of hazardous substances, petroleum or other regulated substances (collectively, "contaminants of concern") relating to the Production Tool Corporation site (VRP# 6990305) which affected the Real Estate. PTC implemented a response activity at the Real Estate that consisted of the placement of an asphalt cap on an area impacted by lead contamination in shallow soil. The asphalt cap will minimize water percolation through the shallow soils containing high lead concentrations and prohibit any direct human contact to affected soils. In addition, this environmental restrictive covenant is being placed on the Real Estate.

WHEREAS: The RWP, as approved by the Indiana Department of Environmental Management ("Department"), provides that contaminants of concern will remain in the groundwater and/or in the soil of the Real Estate and requires land use restrictions that must be maintained to ensure the protection of public health, safety, or welfare, and the environment.

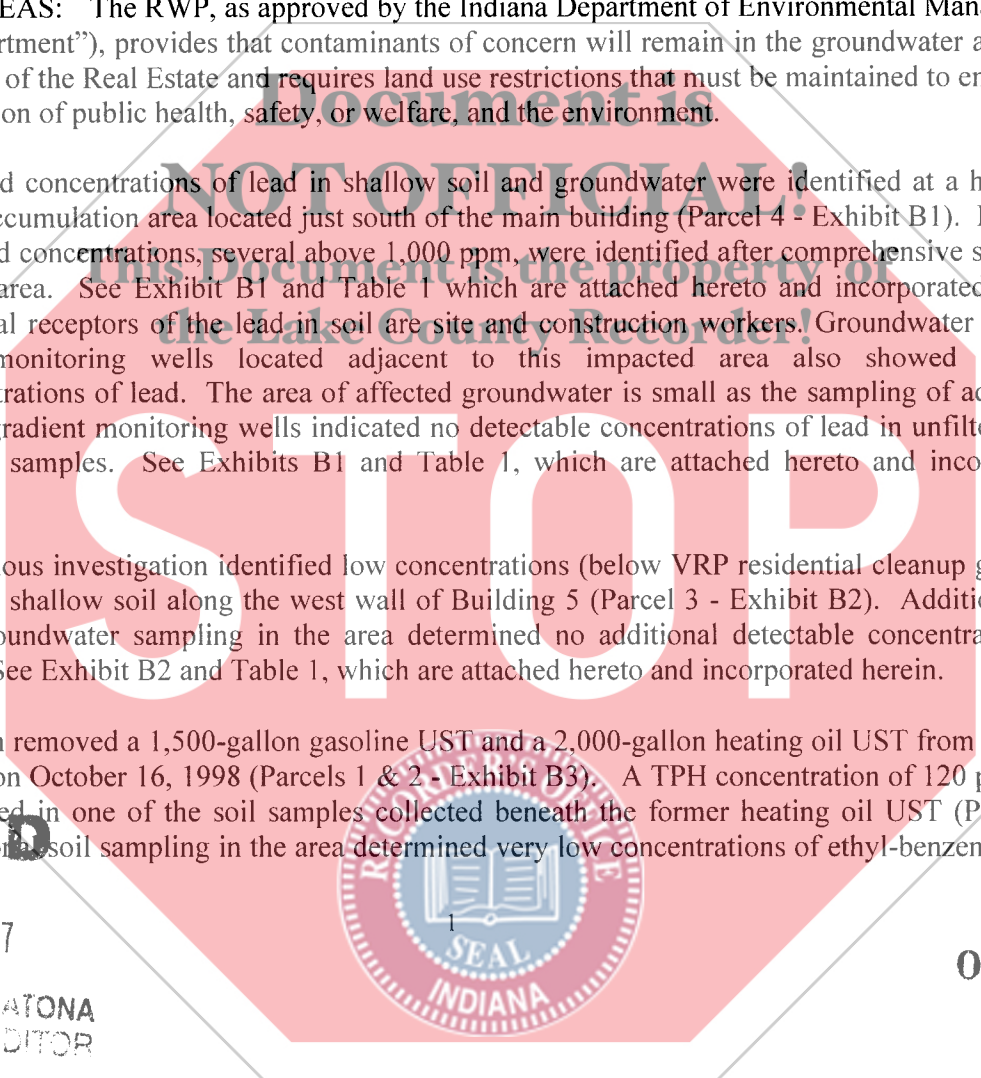
Elevated concentrations of lead in shallow soil and groundwater were identified at a historical paint accumulation area located just south of the main building (Parcel 4 - Exhibit B1). Elevated soil lead concentrations, several above 1,000 ppm, were identified after comprehensive sampling of the area. See Exhibit B1 and Table 1 which are attached hereto and incorporated herein. Potential receptors of the lead in soil are site and construction workers. Groundwater samples from monitoring wells located adjacent to this impacted area also showed elevated concentrations of lead. The area of affected groundwater is small as the sampling of additional down-gradient monitoring wells indicated no detectable concentrations of lead in unfiltered and filtered samples. See Exhibits B1 and Table 1, which are attached hereto and incorporated herein.

A previous investigation identified low concentrations (below VRP residential cleanup goals) of TCE in shallow soil along the west wall of Building 5 (Parcel 3 - Exhibit B2). Additional soil and groundwater sampling in the area determined no additional detectable concentrations of TCE. See Exhibit B2 and Table 1, which are attached hereto and incorporated herein.

Clayton removed a 1,500-gallon gasoline UST and a 2,000-gallon heating oil UST from the Real Estate on October 16, 1998 (Parcels 1 & 2 - Exhibit B3). A TPH concentration of 120 ppm was identified in one of the soil samples collected beneath the former heating oil UST (Parcel 1). Additional soil sampling in the area determined very low concentrations of ethyl-benzene (0.011

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STATE OF INDIANA
LAKE COUNTY
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RECORDER



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LAKE COUNTY AUDITOR

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mg/kg) and xylenes (0.015 mg/kg). No detectable concentrations of benzene or toluene were identified. See Exhibit B3 and Table 1, which are attached hereto and incorporated herein.

Those areas where the contaminants of concern remain on the Real Estate are termed the "Affected Area(s)" and are depicted on Exhibit B1, B2 & B3, attached hereto and incorporated herein. A list of the contaminants of concern and the concentration levels/detected parameters are set forth in Table 1, attached hereto and incorporated herein. The RWP and related site documents are incorporated herein by reference and may be examined at the offices of the Department in the public file.

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

I. GENERAL PROVISIONS

1. Property Conveyance - Continuance of Provisions. Any conveyance of title, easement, or other interest in the Real Estate shall be subject to compliance with the restrictions 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 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 for Department. The Owner shall grant to the Department and its designated representatives 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. Such right shall include the right to take samples, monitor compliance with the RWP, 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 THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

7. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to 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 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 the response activities or any long-term monitoring required by the RWP, or any measures necessary to assure the effectiveness and integrity of any response action, or component thereof, selected and/or undertaken at the Real Estate pursuant to the RWP.
- 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 Department approval.
- e) Neither engage in nor allow excavation of soil anywhere in the Affected Areas of the Real Estate as depicted on Exhibit "B1" (the Former Paint Accumulation Area – Parcel 4) without first submitting a work plan for approval by Department at least sixty (60) days prior to the desired starting date of the work. Any removal, excavation or disturbance of soil from or within this area must be conducted in accordance with all applicable requirements of the Indiana Occupational Safety and Health Act ("IOSHA") and the Occupation Safety and Health Act ("OSHA"),

and direct exposure to the soil should be avoided. Any soil that is removed, excavated or disturbed from this area must be managed and disposed of in accordance with all applicable federal and state laws and regulations; in no event may the soil be returned to the excavated area.

- f) Maintain the integrity of the asphalt cap that was placed on the Affected Area of the Real Estate that is depicted on Exhibit B1, the Former Paint Accumulation Area – Parcel 4 (specific GPS coordinates of the asphalt cap subparcel are provided on Exhibit B1), so as to prohibit the infiltration of rainwater or snowmelt. Any holes or cracks in the asphalt shall be repaired by Owner, and if any construction or renovation in this area is performed, Owner shall notify construction workers that soils in this area contain elevated lead levels.
- g) Notify the Department if there is a change in the land use and/or any zoning changes that affect the Real Estate.

III. ENFORCEMENT

- 9. Enforcement. Pursuant to IC 13-14-2-6(5), the Department 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 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 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.

V. MISCELLANEOUS

- 12. Waiver. 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.



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 Owner:
 Mr. Ted Rolfs
 Production Tool Corporation
 c/o ~~Crimson Capital Corporation of the Midwest~~ Red Top Capital LLC
 625 Walnut Ridge, STE 109
 Hartland, WI 53029

To Department:
 Attn: Ruth Williams, Project Manager, Voluntary Remediation Program
 IDEM, Office of Land Quality
 Voluntary Remediation Program
 100 N. Senate Ave.
 Mail Code 66-30V, IGCN Room 1101
 Indianapolis, IN 46204-2251

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.

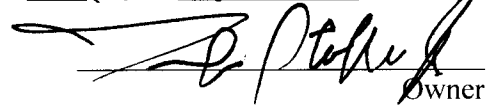
16. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
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.

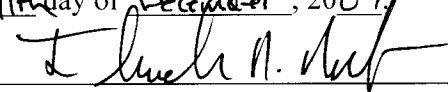
Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 11th day of December, 2007


Owner

STATE OF Wisconsin)
) SS:
COUNTY OF Waushara)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas S. Noltz, the Manager of the Owner, _____, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 11th day of December, 2007

_____, Notary Public

Residing in Waushara County, WI
My Commission Expires: Permanent

This instrument prepared by:

Mark G. Detroy, Principal Consultant, Division Manager - Indianapolis, IN
Bureau Veritas North America, Inc., Fmr. Clayton Group Services
9376 Castlegate Drive, Indianapolis, Indiana 46256

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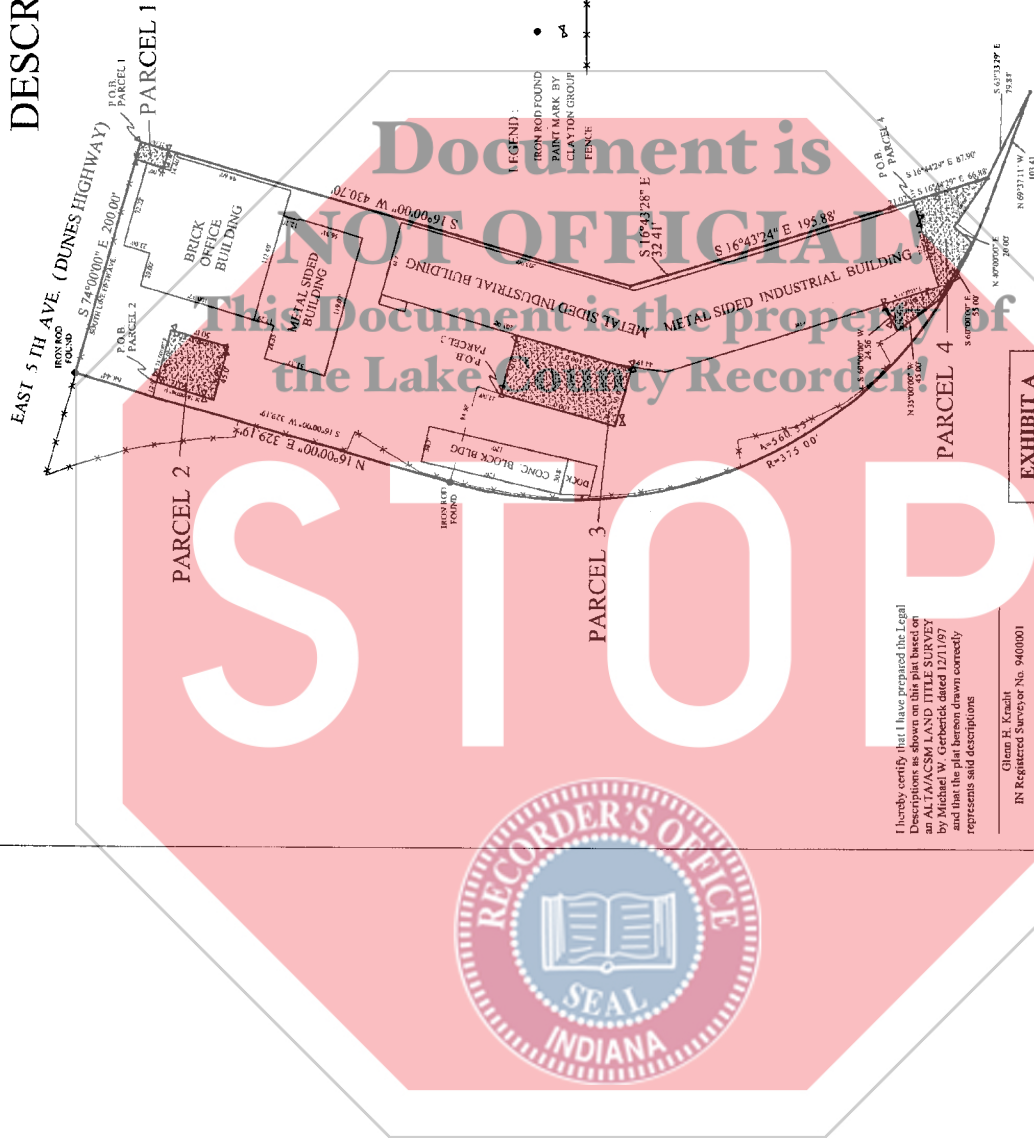


EXHIBIT A

**LEGAL DESCRIPTION
Parcels 1 through 4**



DESCRIPTION PLAT



LEGAL DESCRIPTION:

A part of the Southwest 1/4 of Section 2, Township 36 North, Range 8 West of the 2nd P.M. described as follows:
 Beginning at an iron rod on the South line of Fifth Avenue (Dunes Highway) which is 500 feet West of the Northwest corner of the former Walker Bates Steel Corporation Plant; thence South 74° 00' 00" East 200.00 feet to an iron rod; thence South 16° 00' 00" West 430.70 feet to an iron rod; thence South 16° 43' 28" East 32.41 feet to an iron rod; thence South 16° 43' 24" East 195.88 feet to an iron rod; thence South 16° 44' 29" East 87.90 feet to an iron rod; thence South 63° 33' 29" East 79.84 feet to an iron rod; thence North 69° 37' 11" West 103.41 feet to an iron rod at the point of curvature, said curve having a radius of 375 feet; thence Northwesterly along said curve 560.38 feet to an iron rod; thence North 16° 00' 00" East 329.36 feet to the point of beginning, containing 3.10 acres, in Lake County, Indiana.

PARCEL 1 LEGAL DESCRIPTION:

A part of the Southwest 1/4 of Section 2, Township 36 North, Range 8 West of the 2nd P.M. described as follows:
 Beginning at an iron rod on the South line of Fifth Avenue (Dunes Highway) which is 500 feet West of the Northwest corner of the former Walker Bates Steel Corporation Plant; thence South 74° 00' 00" East (assumed bearing along the South line of Fifth Avenue) 200.00 feet to a fence corner post; thence South 16° 00' 00" West 430.70 feet to an iron rod; thence South 16° 43' 28" East 32.41 feet to an iron rod; thence South 16° 43' 24" East 195.88 feet to an iron rod; thence South 16° 44' 29" East 87.90 feet to an iron rod; thence South 63° 33' 29" East 79.84 feet to an iron rod; thence North 69° 37' 11" West 103.41 feet to an iron rod at the point of curvature, said curve having a radius of 375 feet; thence Northwesterly along said curve 560.38 feet to an iron rod; thence North 16° 00' 00" East 329.36 feet to the point of beginning, containing 3.10 acres, in Lake County, Indiana.

PARCEL 2 LEGAL DESCRIPTION:

A part of the Southwest 1/4 of Section 2, Township 36 North, Range 8 West of the 2nd P.M. described as follows:
 Beginning at an iron rod on the South line of Fifth Avenue (Dunes Highway) which is 500 feet West of the Northwest corner of the former Walker Bates Steel Corporation Plant; thence South 16° 00' 00" East 45.0 feet; thence South 74° 00' 00" East 12.0 feet to the point of beginning; thence North 16° 00' 00" West 45.0 feet; thence North 16° 00' 00" East 30.0 feet to the place of beginning in Lake County, Indiana.

PARCEL 3 LEGAL DESCRIPTION:

A part of the Southwest 1/4 of Section 2, Township 36 North, Range 8 West of the 2nd P.M. described as follows:
 Beginning at an iron rod on the South line of Fifth Avenue (Dunes Highway) which is 500 feet West of the Northwest corner of the former Walker Bates Steel Corporation Plant; thence South 16° 00' 00" East 45.0 feet; thence South 74° 00' 00" East 12.0 feet to the point of beginning; thence North 16° 00' 00" West 45.0 feet; thence North 16° 00' 00" East 30.0 feet to the place of beginning in Lake County, Indiana.

PARCEL 4 LEGAL DESCRIPTION:

A part of the Southwest 1/4 of Section 2, Township 36 North, Range 8 West of the 2nd P.M. described as follows:
 Beginning at an iron rod on the South line of Fifth Avenue (Dunes Highway) which is 500 feet West of the Northwest corner of the former Walker Bates Steel Corporation Plant; thence South 16° 00' 00" East 45.0 feet; thence South 74° 00' 00" East 12.0 feet to the point of beginning; thence North 16° 00' 00" West 45.0 feet; thence North 16° 00' 00" East 30.0 feet to the place of beginning in Lake County, Indiana.

NOTE:
 REFERENCE SURVEY - ALTA/ACSM LAND TITLE SURVEY
 TRAC COUNTY SURVEYING - MICHAEL W. GERBERICK PLS
 DATED DEC 11, 1997

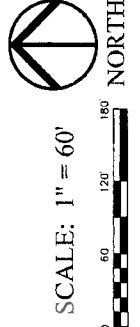


EXHIBIT A
 PRODUCTION TOOL CORPORATION
 2100 EAST 5TH AVENUE GARY, IN
 PERFORMED FOR:
 CLAYTON GROUP SERVICES
 9176 CASI LEGAIE DRIVE INDIANAPOLIS, IN 46256

DATE: JULY 28, 2006
 JOB NO.: 066482

I hereby certify that I have prepared the Legal Description shown on this plat in accordance with the laws of the State of Indiana and that the plat herein drawn correctly represents said descriptions

Glenn H. Kracht
 IN Registered Surveyor No. 9400001

GLENN KRACHT ASSOCIATES
 PHONE: 219-663-8623
 FAX: 219-663-8645
 314 FAIRFIELD DRIVE CROWN POINT, IN 46007



EXHIBIT B1, B2 and B3

MAPS DEPICTING THE LOCATION OF THE CONTAMINANTS OF CONCERN





B16 /
OW02
Ⓜ

B9
⊕
B8
⊕

Paint Accumulation Area Parcel 4			
Soil Lead Results Exceeding Residential September 2000 & July 2001			
Concentrations are in mg/kg (ppm)			
Boring #	Sample ID	Depth feet BGS	Lead conc.
B13	B13-A	0.5 - 1.5	13,000
B13	B13-B	5 - 6	11,800
B14	B14-B	5 - 6	1,030
B22	B22-3	4 - 5	740
B15	B15-B	5 - 6	1,360
OW05	OW05-1	0 - 2	2,400
Tier II Residential Cleanup Goal			400

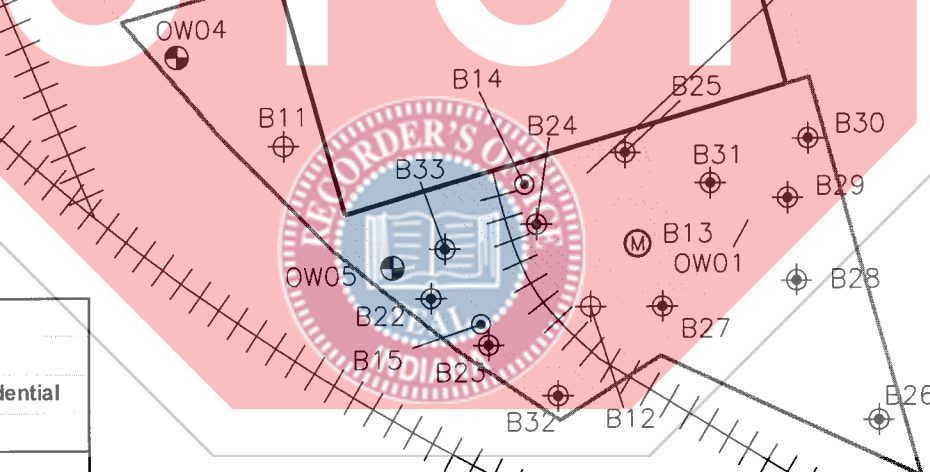
BLDG 6

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

AREA OF ASPHALT

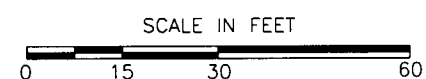
GPS Coordinates		
Easting	Northing	Location
2890250.270	2312698.763	NE
2890262.897	2312668.194	NW-1
2890238.077	2312653.711	NW-2
2890201.044	2312681.404	SW
2890204.330	2312685.590	SE

PARCEL 4



Paint Accumulation Area Parcel 4				
Groundwater Lead Results Exceeding Residential				
All concentrations in mg/L (ppm)				
Monitoring Wells	OW-01		OW-05	
	Total	Dissolved	Total	Dissolved
Sep-00	0.18			
Oct-00	0.19	0.076		
Nov-00	0.070	0.070		
Jan-01	0.093	0.078		
Jul-01	0.26	0.051	0.75	0.054
Nov-01	0.037	0.020	0.015	0.022
Jan-06	0.0308		0.0202	
Confirmatory Sampling Event				
Oct-05	0.214		0.284	
Tier II Residential Cleanup Goal			0.015	

- ⊕ Mostardi-Platt Soil Boring
- Ⓜ Clayton Monitoring Well (September 2000)
- ⊕ Clayton Monitoring Well (July 2001)
- ▲ Clayton Monitoring Well (January 2005)
- ⊙ Clayton Soil Boring (September 2000)
- ⊕ Clayton Soil Boring (July 2001)



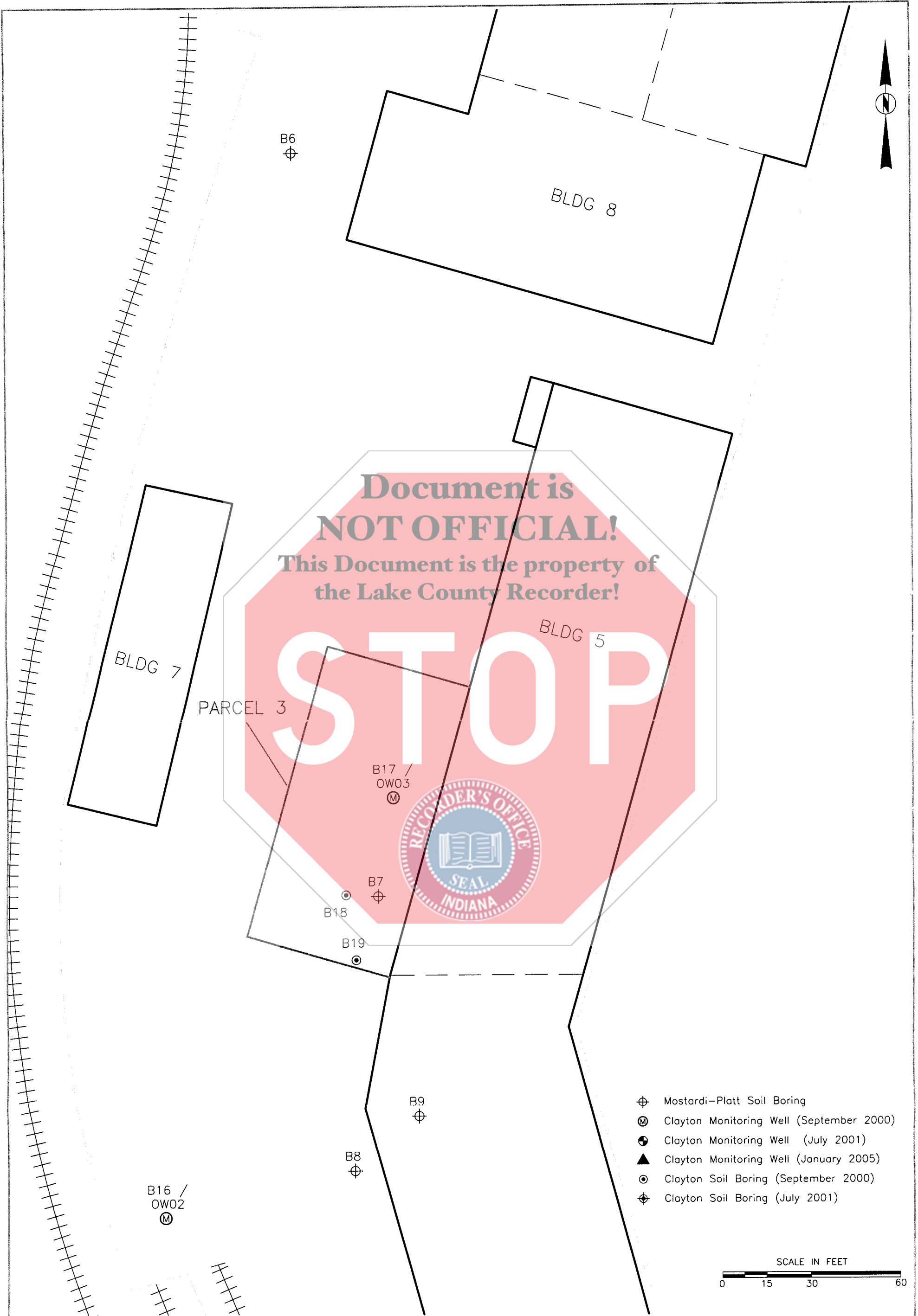
CHECK BY	MGD
DRAWN BY	SAH
DATE	10/6/05
SCALE	As shown
CAD NO.	rwp sb loc map
PRJ NO.	15-99008

SOIL BORING AND MONITORING WELL LOCATIONS

PRODUCTION TOOL CORPORATION
2100 EAST 5TH AVENUE
GARY, INDIANA



EXHIBIT B1



CHECK BY	MGD
DRAWN BY	SAH
DATE	10/6/05
SCALE	As shown
CAD NO.	rwp sb loc map
PRJ NO.	15-99008

SOIL BORING AND MONITORING WELL LOCATIONS

PRODUCTION TOOL CORPORATION
 2100 EAST 5TH AVENUE
 GARY, INDIANA

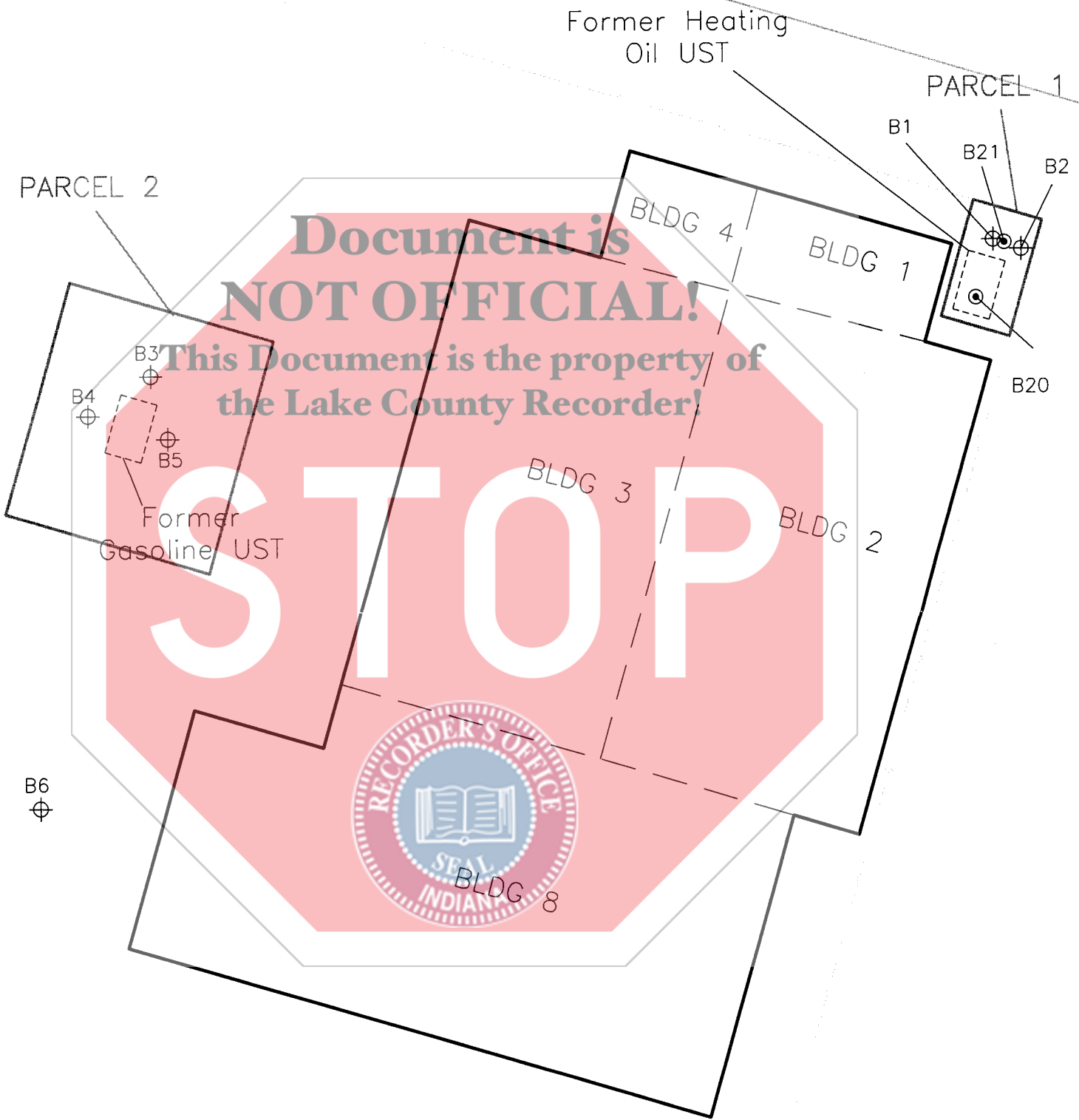


EXHIBIT B2

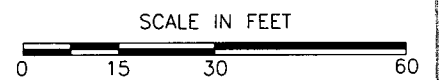
EAST 5TH AVENUE



Former Heating Oil UST Parcel 1	
Soil TPH Results Exceeding Residential	
All concentrations in mg/kg (ppm)	
Sample Location	TPH Semi-Volatile
Bottom North	120
LUST Residential Cleanup Goal	20



- ⊕ Mostardi-Platt Soil Boring
- ⊗ Clayton Monitoring Well (September 2000)
- ⊙ Clayton Monitoring Well (July 2001)
- ▲ Clayton Monitoring Well (January 2005)
- ⊙ Clayton Soil Boring (September 2000)
- ⊕ Clayton Soil Boring (July 2001)



CHECK BY	MCD
DRAWN BY	SAH
DATE	10/6/05
SCALE	As shown
CAD NO.	rwp sb loc map
PRJ NO.	15-99008

SOIL BORING AND MONITORING WELL LOCATIONS

PRODUCTION TOOL CORPORATION
2100 EAST 5TH AVENUE
GARY, INDIANA



EXHIBIT B3

TABLE 1

**LIST OF CONTAMINANTS OF CONCERN AND CONCENTRATION
LEVELS/DETECTED PARAMETERS**



**Table 1
Areas of Concern, Contaminants of Concerns/Concentrations**

Areas of Concern	COC	Cleanup Goal	Summary / COC Concentrations
<p align="center">PARCEL 4</p> <p>Paint Accumulation Area (South of Building 6)</p>	<p align="center">Lead</p>	<p>Non-Residential Soil 1,000 mg/kg VRP Guidance July 1996</p> <p>Non-Residential Groundwater 0.042 mg/L Tier III risk-based 2001 RISC Industrial/Commercial</p>	<p>Numerous borings and sample analyses. Lead concentrations range from 1.0 to 13,000 mg/kg. An asphalt cap was placed over those locations where the lead concentration in soil was identified to be greater than 1,000 mg/kg.</p> <p>Groundwater assessment essentially included the entire site; however the paint accumulation area was the source of lead in the subsurface. Concentrations of lead in groundwater in this area ranged from 0.0087 to 0.031 mg/L. Samples collected from monitoring wells downgradient from this area do not have detectable concentrations of lead (detection limit – 0.00500 mg/L).</p>
<p align="center">PARCEL 3</p> <p>Stained Area (Oil) (Along West Wall of Building 5)</p>	<p align="center">TCE</p>	<p>Non-Residential Soil 25.7 mg/kg VRP Guidance July 1996</p> <p>Non-Residential Groundwater 0.260 mg/L VRP Guidance July 1996</p>	<p>Soil samples collected had non-detectable TCE concentrations (detection limit – 0.005 mg/kg). Analysis by GC 8260</p> <p>Groundwater samples collected had non-detectable TCE concentrations (detection limit 0.001 mg/L). Analysis by GC 8260</p>
<p align="center">PARCEL 2</p> <p>Heating Oil UST</p>	<p align="center">TPH, BTEX</p>	<p>LUST TPH Soil 100 mg/kg</p> <p>BTEX soil mg/kg 4,8, 1,000, 1,000 & 1,000 VRP Guidance July 1996</p>	<p>UST removed. Two bottom closure soil samples had TPH concentrations of 36 and 120 mg/kg. Analysis by Semi-Volatile -- GC/FID 8015. Benzene < 0.001 mg/kg, toluene < 0.005 mg/kg, ethyl-benzene 0.011 mg/kg and xylenes 0.015 mg/kg. Analysis by GC 8260.</p>
<p align="center">PARCEL 1</p> <p>Gasoline UST</p>	<p align="center">TPH</p>	<p>LUST TPH Soil 100 mg/kg</p>	<p>UST removed. Four wall and two bottom closure soil samples had non-detectable TPH concentrations (detection limit -- 20 mg/kg). Analysis by Volatile -- GC/FID 8015.</p>