

18

AFFIDAVIT FOR RECORDING OF AN ENVIRONMENTAL RESTRICTIVE COVENANT

I, the undersigned, being of the age of majority and duly sworn upon my oath, have personal knowledge of the facts stated herein:

the enclosed copy of the Environmental Restrictive Covenant ("ERC") and its Attachments were recorded in the Lake County Recorder's Office on 3/26/08 and were cross-referenced to Deed Record Number 97004995, which is the recorded deed that concerns the property subject to the land use requirements contained in the ERC; and

the enclosed copy represents the ERC and its Attachments in their entirety as agreed to by the Indiana Department of Environmental Management and the property owner.

ERC County Recorder's Book and Page or Instrument Number: 2008-021528

Number of Pages Recorded: 18

I swear or affirm under the penalties for perjury that the foregoing representations are true and accurate to the best of my knowledge and belief.

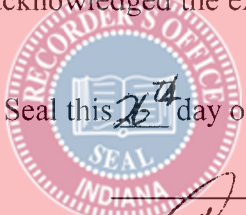
Thomas J. Saczawa Signature of Property Owner
3-26-08 Date

Thomas J. Saczawa Print or type name
Owner Position

STATE OF INDIANA)
COUNTY OF LAKE) SS:

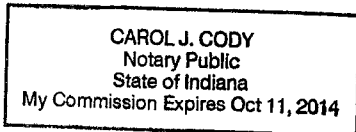
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS SACZAWA, who acknowledged the execution of the foregoing instrument for and on behalf of the Owner.

Witness my hand and Notarial Seal this 26th day of MARCH, 2008.



Carol J. Cody, Notary Public
Residing in LAKE County,

My Commission Expires:



2008 021528

OFFICE OF RECORDS
LAKE COUNTY, INDIANA
RECORDS SECTION
MARCH 27 2008 12:00

48-
CS
20

Environmental Restrictive Covenant

THIS COVENANT is made this 26 day of March, 2008, by **WACT Enterprises, LLC**, an Indiana limited liability company, together with its successors and assigns (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 on January 22, 1997, by Thomas J. Saczawa as Deed Number 97004995, who Recorded a Release and Quit-Claim of the real estate to WACT Enterprises, LLC, on December 8, 2006, as Recording Instrument Number 2007013230, all 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 or regulated substances (collectively, "chemicals of concern") relating to the LUST Incident No. 9703522/FID No. 014391.

WHEREAS: The corrective action approval dated March 10, 2008, 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. Contaminants of Concern (COCs) to remain in place include Gasoline Total Petroleum Hydrocarbons (TPH) in site soils adjacent to the tank removal excavation and north pump island closest to the station building that were present at the time of tank removal on April 15, 1997, at concentrations which exceed the LUST cleanup objective of 100 ppm, and Benzene in groundwater monitoring well MW7 situated near the center of the property and southwest of the former north pump island which was present on August 13, 2007, at a concentration exceeding the LUST groundwater cleanup objective of 0.005 ppm. Those areas where the contaminants of concern remain on the Real Estate are termed the "Affected Area(s)" and are depicted on Exhibit B, attached hereto. A list of the contaminants of concern and the concentration levels/detected parameters are set forth in Table 1, attached hereto. The corrective action plan 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. 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 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 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; 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 _____ 2008, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON _____, 2008, INSTRUMENT NUMBER 2008-021528 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) Neither engage in or allow the disturbance or excavation of contaminated subsurface soil. However, in the event contaminated subsurface soil must be disturbed or excavated, any removal, excavation or disturbance of soil from or within the Affected Areas of the Real Estate must be conducted in accordance with all applicable requirements of IOSHA/OSHA, and 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.
- b) Not use groundwater beneath the Real Estate for potable purposes.
- c) 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).
- d) Not use the Real Estate for agricultural purposes.
- e) Notify the Department if there is a change in the land use and/or zoning changes that affect the Real Estate.

III. ENFORCEMENT

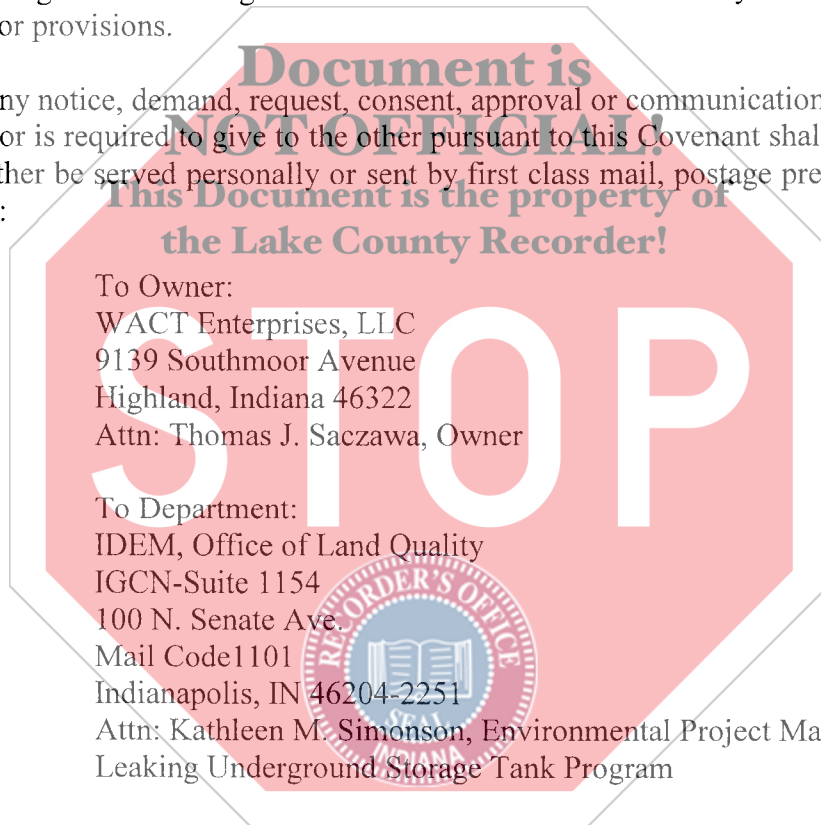
9. Enforcement. Pursuant to IC 13-14-2-6(5), the Department may proceed in court, by appropriate action to enforce this Covenant. Owner agrees that the restrictions are enforceable, and agrees not to challenge the appropriate court's jurisdiction.

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 Porter 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:



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 26 day of MARCH, 2008.

Thomas Szawa
Owner

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STATE OF INDIANA
COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS SZAWA, the PRES of the Owner, Wood Dale Auto Care & Towing, Inc. who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 26th day of MARCH, 2008.



Carol J. Cody, Notary Public
Residing in LAKE

County, _____
My Commission Expires:

CAROL J. CODY
Notary Public
State of Indiana
My Commission Expires Oct 11, 2014

[The Owner's signature block and notary statement may be modified to fit the business structure of the Owner. See RISC Technical Guide App. 5 for examples]

This instrument prepared by:
SITE Environmental Services, Inc.
David G. Yacko, P.E.



EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE



1345 - 173rd Street
Hammond, Lake County, Illinois
LUST Incident 9703522, FID 014391

LEGAL DESCRIPTION

150- Feet by Parallel Lines off the East side of a part of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 7, Township 36 North, Range 9 West of the second principal meridian, described as follows: Beginning at the intersection of the West line of Chestnut Avenue with the North line of 173rd Street as shown on the vacated plat of Columbia addition to the City of Hammond, and running thence West along the North line of 173rd Street 200 feet; thence North 130.41 feet to a point 200 feet West of the West line of Chestnut Avenue; Thence East 200 feet to the West line of Chestnut Avenue; Thence South along the West line of Chestnut Avenue 130.43 feet to the place of beginning, in the City of Hammond, in Lake County, Indiana.



THIS FORM HAS BEEN PREPARED FOR USE IN THE STATE OF INDIANA BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, MAY CONSTITUTE THE PRACTICE OF LAW WHICH SHOULD ONLY BE DONE BY A LAWYER.

H 490 847 LD

Mail tax bills to:

Thomas J. Saczawa
9139 Southmoor Avenue
Highland, IN 46322

WARRANTY DEED

NOT ENTERED FOR TAXATION SUBJECT TO
QUAL ACCEPTANCE FOR TRANSFER.

THIS INDENTURE WITNESSETH, That DEAN WIERSBE

JAN 24 1997

("Grantor") of Lake County in the State of Indiana
CONVEYS AND WARRANTS TO THOMAS SACZAWA

SAM ORLICH
RECORDER LAKE CO

of Lake County in the State of Indiana
in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Lake County, in the State of Indiana:

150 Feet by Parallel Lines off the East side of a part of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 7, Township 36 North, Range 9 West of the second principal meridian, described as follows: Beginning at the intersection of the West line of Chestnut Avenue with the North line of 173rd Street as shown on the vacated plat of Columbia addition to the City of Hammond, and running thence West along the North line of 173rd Street 200 feet; thence North 130.41 feet to a point 200 feet West of the West line of Chestnut Avenue; Thence East 200 feet to the West line of Chestnut Avenue; Thence South along the West line of Chestnut Avenue 130.43 feet to the place of beginning, in the City of Hammond, in Lake County, Indiana.

#37-21-16

Commonly known as: 1345 - 173rd Street
Hammond, Indiana

- Subject to: 1. Taxes 1996 payable 1997.
- 2. Taxes 1997 payable 1998 prorated to the date of closing.
- 3. Liens, encumbrances, drains, ditches, streets and rights-of-way of record.

Dated this 2nd day of January, 1997.

x *Dean Wiersbe*
(Signature) DEAN WIERSBE

(Printed Name)

(Signature)

(Printed Name)

STATE OF INDIANA LAKE COUNTY OF SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of January, 1997, personally appeared: DEAN WIERSBE and acknowledged the execution

of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 08/01/2000
Resident of Porter
Signature: *Marlene A. Coe*
Marlene A. Coe, Notary Public
Porter County
My Commission Exp. 08/01/2000

STATE OF _____ COUNTY OF _____ SS:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 199____, personally appeared:

and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature _____
Resident of _____ County Printed _____, Notary Public

This instrument prepared by J.S. SMITH, ESQUIRE, BECKMAN, KELLY & SMITH, 5920 Hohman Ave. Attorney at Law
Attorney Identification No. 1726-45 Hammond, IN 46320
MAIL TO: Thomas J. Saczawa, 9139 Southmoor Avenue, Highland, IN 46322

00111



97004995

STATE OF INDIANA
LAKE COUNTY
RECORDED
97 JAN 21 AM 9:3
MORRIS W. ORLICH
RECORDER

Chicago Title Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED

2007 013230

2007 FEB 13 9:32

MICHAEL A. CROWN
QUIT CLAIM DEED

This Indenture Witnesseth, that Thomas Saczawa, a married man, of 9139 Southmoor Avenue, Highland, of Lake County, in the State of Indiana (hereinafter, "Grantor"), hereby Releases and Quit-Claims to WACT Enterprises, LLC, a limited liability company organized and domiciled in the State of Indiana (hereinafter, "Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described Real Estate in Lake County in the State of Indiana to wit:

150 feet by parallel lines off the East side of a part of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 7, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Beginning at the intersection of the West Line of Chestnut Avenue with the North Line of 173rd Street as shown on the vacated plat of the Columbia Addition to the City of Hammond, and running thence West along the North line of 173rd Street 200 feet; thence North 130.41 feet to a point 200 feet West of the West Line of Chestnut Avenue; thence East 200 feet to the West Line of Chestnut Avenue; thence South along the West Line of Chestnut Avenue 130.43 feet to the place of beginning, in the City of Hammond, in Lake County, Indiana.

(common street address: 1345 173rd Street, Hammond, Lake County, Indiana)

P.I.N. # 26-37-0021-0016

In Witness Whereof, the said Grantor has hereunto set his hand and seal, this 8th day of December, 2006.

Thomas Saczawa Seal
Thomas Saczawa

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

State of Indiana, County of Lake: SS

Before me, the undersigned, a Notary Public in and for said County of Lake, this date, December 8th, 2006, personally appeared Thomas Saczawa personally known to me to be the same person whose name is subscribed to the foregoing Quit Claim Deed, and acknowledged that he signed, sealed, and delivered the said Quit Claim Deed as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and official seal.

My commission expires 7-12-2014 *Lynn T. Lauderdale*, Notary Public
Signature

County of Residence Lake *Lynn T. Lauderdale*, (Printed)

This instrument prepared by and after recording please return to: Michael T. Sawyer, resident of Cook County, Illinois. Indiana Law Office Address: 2464 Highway Avenue, Suite 101, Highland, Indiana 46322.

LYNN LAUDERDALE
Notary Public Seal State of Indiana
Lake County
My Commission Expires 7-12-2014

"I affirm, under the penalties for perjury, that I have taken reasonable care to record each Social Security number in this document, unless required by law." Sandra Payovich

JULY ENROLLMENT TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

FEB 13 2007

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Tax Bills: 9139 Southmoor
Highland IN. 46322

920610403

TICOR TITLE INSURANCE

002058

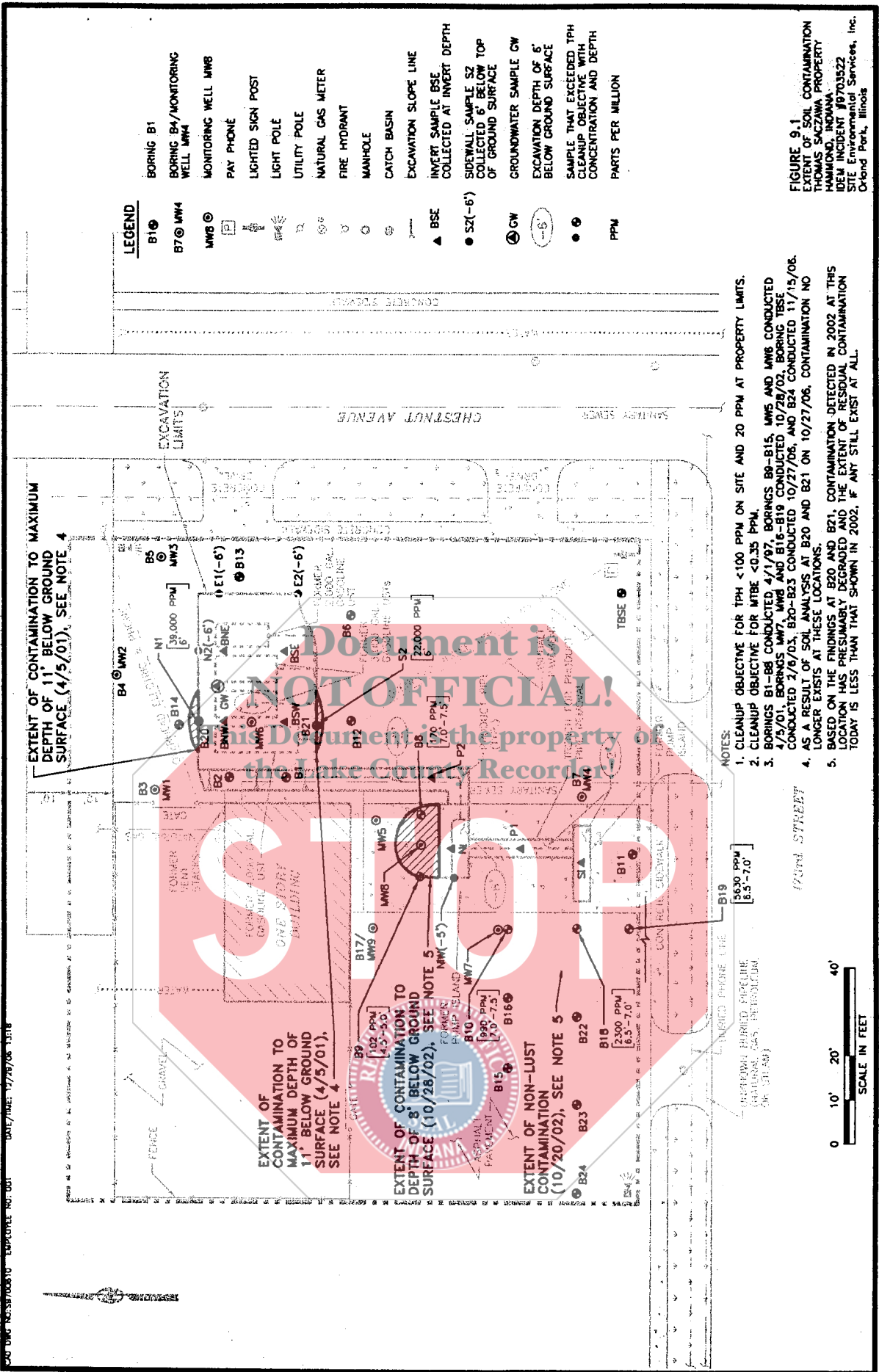
#16
TF
CA

EXHIBIT B

MAPS DEPICTING THE LOCATION OF THE CHEMICALS OF CONCERN



CAO DWG NO:SP700810 EMPLOYEE NO: 001 DATE/ISSUE 12/28/06 13118



LEGEND

- B1 ⊕ BORING B1
- B7 ⊕ MW4 BORING B4/MONITORING WELL MW4
- MWB ⊕ MONITORING WELL MWB
- ☐ PAY PHONE
- ☑ LIGHTED SIGN POST
- ☑ LIGHT POLE
- ☑ UTILITY POLE
- ☑ NATURAL GAS METER
- ☑ FIRE HYDRANT
- ☑ MANHOLE
- ☑ CATCH BASIN
- ☑ EXCAVATION SLOPE LINE
- ▲ INVERT SAMPLE BSE
- SZ(-6') SIDEWALK SAMPLE SZ COLLECTED 6' BELOW TOP OF GROUND SURFACE
- ⊕ GW GROUNDWATER SAMPLE GW
- ⊖ EXCAVATION DEPTH OF 5' BELOW GROUND SURFACE
- SAMPLE THAT EXCEEDED TPH CLEANUP OBJECTIVE WITH CONCENTRATION AND DEPTH
- PPM PARTS PER MILLION

EXTENT OF CONTAMINATION TO MAXIMUM DEPTH OF 11' BELOW GROUND SURFACE (4/5/01), SEE NOTE 4

EXTENT OF CONTAMINATION TO MAXIMUM DEPTH OF 11' BELOW GROUND SURFACE (4/5/01), SEE NOTE 4

EXTENT OF CONTAMINATION TO MAXIMUM DEPTH OF 8' BELOW GROUND SURFACE (10/28/02), SEE NOTE 5

EXTENT OF NON-LUST CONTAMINATION (10/20/02), SEE NOTE 5

- NOTES:**
1. CLEANUP OBJECTIVE FOR TPH <100 PPM ON SITE AND 20 PPM AT PROPERTY LIMITS.
 2. CLEANUP OBJECTIVE FOR MTBE <0.35 PPM.
 3. BORINGS B1-B8 CONDUCTED 4/1/01, BORINGS B9-B15, MWB AND MWB CONDUCTED 4/5/01, BORINGS MW7, MW4 AND B16-B19 CONDUCTED 10/28/02, BORING TBSE CONDUCTED 2/8/03, B20-B23 CONDUCTED 10/27/06, AND B24 CONDUCTED 11/15/08.
 4. AS A RESULT OF SOIL ANALYSIS AT B20 AND B21 ON 10/27/06, CONTAMINATION NO LONGER EXISTS AT THESE LOCATIONS.
 5. BASED ON THE FINDINGS AT B20 AND B21, CONTAMINATION DETECTED IN 2002 AT THIS LOCATION HAS PRESUMABLY DEGRADED AND THE EXTENT OF RESIDUAL CONTAMINATION TODAY IS LESS THAN THAT SHOWN IN 2002, IF ANY STILL EXIST AT ALL.

PUMP STREET

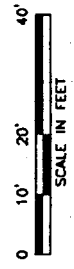


FIGURE 9.1
EXTENT OF SOIL CONTAMINATION
THOMAS SACZAWA PROPERTY
HAMMOND, INDIANA
DEM INCIDENT #0703522
SITE Environmental Services, Inc.
Chicago Park, Illinois

200 DWG: N01537065 DATE/TIME: 08/15/07 11:14

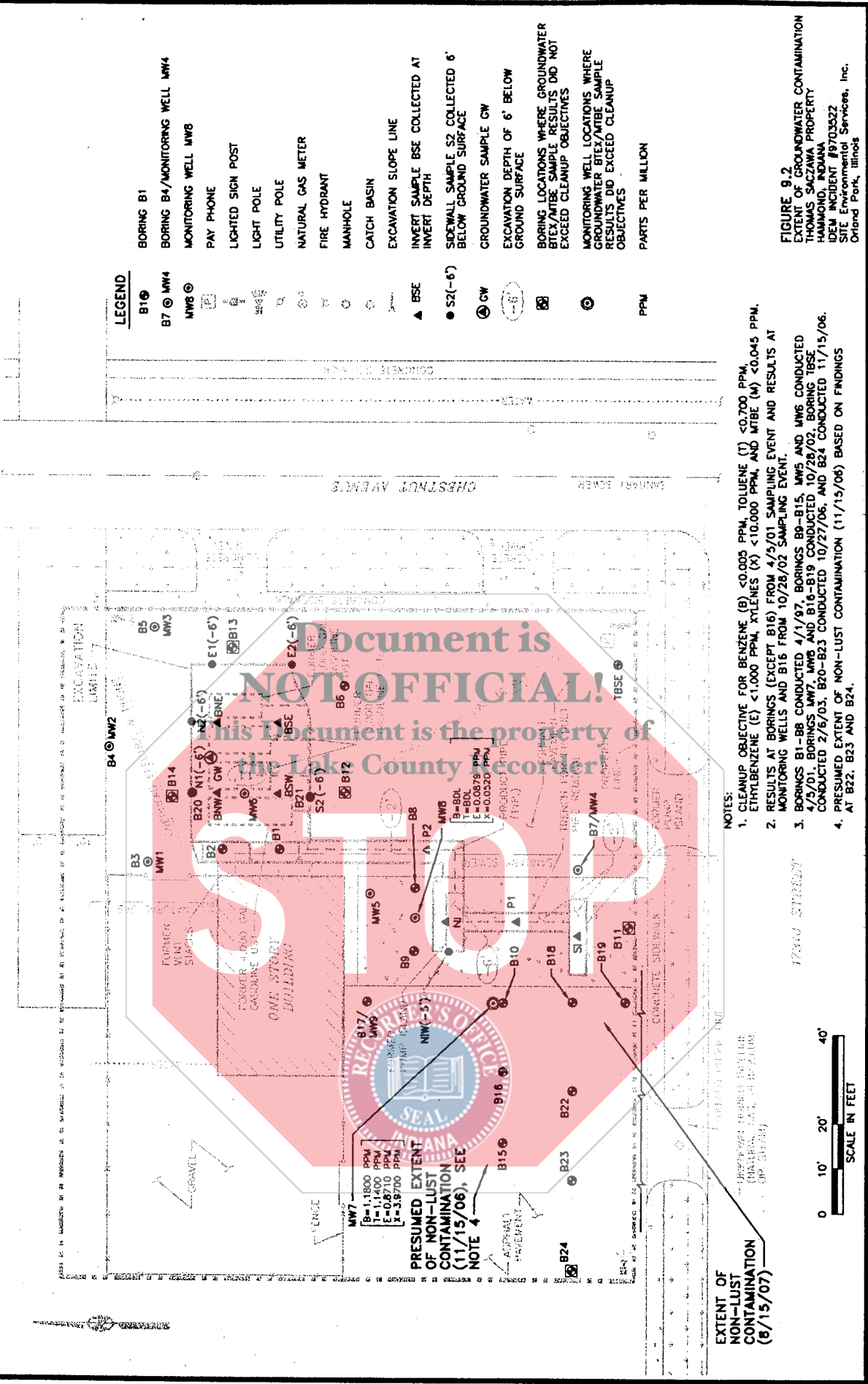


FIGURE 9.2
 EXTENT OF GROUNDWATER CONTAMINATION
 THOMAS SACZAWA PROPERTY
 HAMMOND, INDIANA
 IDEM INCIDENT #9703022
 SITE Environmental Services, Inc.
 Orland Park, Illinois

TABLES

**LISTS OF CHEMICALS OF CONCERN AND CONCENTRATION
LEVELS/DETECTED PARAMETERS**



Thomas Saczawa Property
 Incident 9703522
 96106T01.WK!
 04/25/97

SUMMARY OF SOIL/GROUNDWATER UST SYSTEM CLOSURE ANALYSES

Sample	Parameter (concentration in ppm)						P/*
	Benzen	Toluene	Ethyl Benzene	Xylenes	MTBE	TPH	
Soil							
Cleanup Objective	-	-	-	-	-	20 [2] 100 [2]	
Tank Area Sideslope Soil Samples:							
N1 (-6')	-	-	-	-	-	39000	*
N2 (-6')	-	-	-	-	-	0.12	P
E1 (-6')	-	-	-	-	-	BDL	P
E2 (-6')	-	-	-	-	-	40	P
S2 (-6')	-	-	-	-	-	22000	*
Tank Area Invert Samples:							
BNE (-11')	-	-	-	-	-	BDL	P
BNW (-11')	-	-	-	-	-	11	P
BSE (-11')	-	-	-	-	-	15	P
BSW (-11')	-	-	-	-	-	BDL	P
Pump Islands/Piping Trenches:							
SI (-2')	-	-	-	-	-	BDL	P
NI (-6')	-	-	-	-	-	0.2	P
NIW (-5')	-	-	-	-	-	3.5	P
P1 (-2')	-	-	-	-	-	0.74	P
P2 (-2')	-	-	-	-	-	0.53	P
Groundwater							
Cleanup Objective	0.005	0.700	1.000	10.000	-	-	
Groundwater Sample:							
GW	0.011	0.013	0.054	0.120	BDL	-	*

[1] P = meets cleanup criteria
 * = exceeds cleanup criteria
 cleanup criteria is TPH in soils, BTEX in groundwater

[2] TPH criteria for soils at property limits is 20 ppm, and criteria on-site is 100 ppm.

BDL Below Detection Level; concentration of analyte below Practical Quantitation Limit and IDEM Cleanup Objective.



SUMMARY OF SOIL/GROUNDWATER SITE INVESTIGATION ANALYSES

Parameter (concentration in ppm)

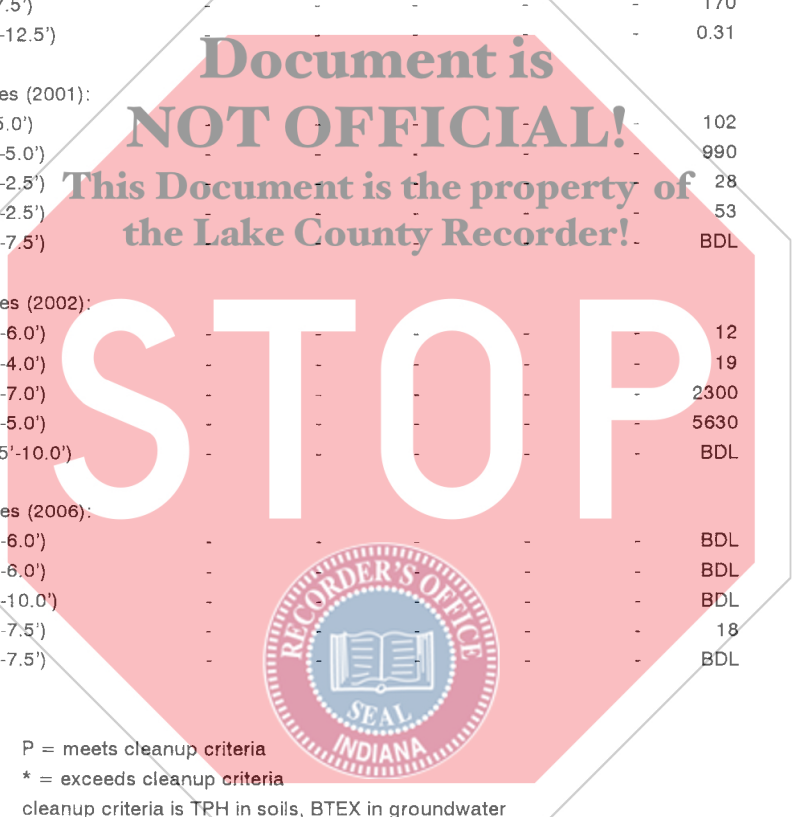
Sample	Benzene	Toluene	Ethyl Benzene	Xylenes	[3] MTBE	[2] TPH	FOC	[1] P/*
Soil								
Cleanup Objective	-	-	-	-	0.35	20		
						100		
Soil Samples (1997):								
B1-1 (2.0'-2.5')	-	-	-	-	-	BDL		P
B1-3 (7.0'-7.5')	-	-	-	-	-	18		P
B2-3 (7.0'-7.5')	-	-	-	-	-	BDL		P
B3-3 (7.0'-7.5')	-	-	-	-	-	BDL		P
B4-2 (4.5'-5.0')	-	-	-	-	-	BDL		P
B4-6 (12.5'-13.0')	-	-	-	-	-	BDL		P
B5-4 (8.8'-9.4')	-	-	-	-	-	BDL		P
B6-1 (2.0'-2.5')	-	-	-	-	-	BDL		P
B7-2 (4.5'-5.0')	-	-	-	-	-	BDL		P
B8-3 (7.0'-7.5')	-	-	-	-	-	170		*
B8-6 (12.0'-12.5')	-	-	-	-	-	0.31		P
Soil Samples (2001):								
B9-2 (4.5'-5.0')	-	-	-	-	-	102		*
B10-2 (4.5'-5.0')	-	-	-	-	-	990		*
B12-1 (2.0'-2.5')	-	-	-	-	-	28		P
B14-1 (2.0'-2.5')	-	-	-	-	-	53		P
B15-3 (7.0'-7.5')	-	-	-	-	-	BDL		P
Soil Samples (2002):								
B16-2 (5.5'-6.0')	-	-	-	-	-	12		P
B17-1 (3.5'-4.0')	-	-	-	-	-	19	1.20%	P
B18-3 (6.5'-7.0')	-	-	-	-	-	2300		*
B19-1 (4.5'-5.0')	-	-	-	-	-	5630		*
TBSE-3 (9.5'-10.0')	-	-	-	-	-	BDL		P
Soil Samples (2006):								
B20-2 (5.5'-6.0')	-	-	-	-	-	BDL		P
B21-2 (5.5'-6.0')	-	-	-	-	-	BDL		P
B21-3 (9.5'-10.0')	-	-	-	-	-	BDL		P
B22-2 (7.0'-7.5')	-	-	-	-	-	18		P
B23-2 (7.0'-7.5')	-	-	-	-	-	BDL		P

[1] P = meets cleanup criteria
 * = exceeds cleanup criteria
 cleanup criteria is TPH in soils, BTEX in groundwater

[2] TPH criteria for soils at property limits is 20 ppm, and criteria on-site is 100 ppm.

[3] Based on February 15, 2001, RISC Document.

BDL Below Detection Level; concentration of analyte below Practical Quantitation Limit and IDEM Cleanup Objective.



Thomas Saczawa Property
 1345 - 173rd Street
 Hammond, Indiana
 Incident 9703522
 96106Q1.WK1
 08/17/2007

SUMMARY OF THIRD QUARTER GROUNDWATER SAMPLING RESULTS

Sample	parameter (ppm)					[2]
	[1]	[1]	[1]	[1]	[1]	
	Benzene	Toluene	Ethyl Benzene	Xylene	MTBE	P/*
Groundwater Objective	0.005	20.000	10.000	180.000	0.720	
Initial Results 10/28/2002:						
MW1	BDL	BDL	BDL	BDL	BDL	P
MW2	BDL	BDL	BDL	BDL	BDL	P
MW3	BDL	BDL	BDL	BDL	BDL	P
MW4	BDL	BDL	BDL	BDL	BDL	P
MW5	BDL	BDL	BDL	BDL	BDL	P
MW6	BDL	BDL	BDL	BDL	BDL	P
MW7	14.3000	49.6000	5.4200	31.3000	0.3350	*
MW8	0.3640	2.1400	1.5900	7.9300	BDL	*
MW9	BDL	0.0154	BDL	0.0073	BDL	P
Trip Blank	BDL	BDL	BDL	BDL	BDL	P
First MNA Results 4/20/2006:						
MW1	BDL	BDL	BDL	BDL	BDL	P
MW2	BDL	BDL	BDL	BDL	BDL	P
MW3	BDL	BDL	BDL	BDL	BDL	P
MW4	BDL	BDL	BDL	BDL	BDL	P
MW5	BDL	BDL	BDL	BDL	BDL	P
MW6	BDL	BDL	BDL	BDL	BDL	P
MW7	5.5100	13.8000	3.2700	17.1000	BDL	*
MW8	0.0448	0.0363	0.3880	1.0600	BDL	*
MW9	BDL	BDL	BDL	BDL	BDL	P
Trip Blank	BDL	BDL	BDL	BDL	BDL	P
Second MNA Results 5/10/2007:						
MW1	BDL	BDL	BDL	BDL	BDL	P
MW2	BDL	BDL	BDL	BDL	BDL	P
MW3	BDL	BDL	BDL	BDL	BDL	P
MW4	BDL	BDL	BDL	BDL	BDL	P
MW5	BDL	BDL	BDL	BDL	BDL	P
MW6	BDL	BDL	BDL	BDL	BDL	P
MW7	3.4700	5.3500	2.2100	10.3000	BDL	*
MW8	0.0948	0.0216	0.7400	2.1700	BDL	*
MW9	BDL	BDL	BDL	BDL	BDL	P
Trip Blank	BDL	BDL	BDL	BDL	BDL	P
Third MNA Results 8/13/2007:						
MW1	BDL	BDL	BDL	BDL	BDL	P
MW2	BDL	BDL	BDL	BDL	BDL	P
MW3	BDL	BDL	BDL	BDL	BDL	P
MW4	BDL	BDL	BDL	BDL	BDL	P
MW5	BDL	BDL	BDL	BDL	BDL	P
MW6	BDL	BDL	BDL	BDL	BDL	P
MW7	1.1800	1.1400	0.8710	3.9700	BDL	*
MW8	BDL	BDL	0.0879	0.0520	BDL	P
MW9	BDL	BDL	BDL	BDL	BDL	P
Trip Blank	BDL	BDL	BDL	BDL	BDL	P

[1] "Risk Integrated System of Closure", Table 4.1.1 - Petroleum COC Default Closure Levels - Commercial/Industrial, Indiana Department of Environmental Management, Final, February 15, 2001.

[3] P = meets cleanup criteria;
 * = exceeds cleanup criteria

BDL Below Detection Level and Closure Objective.

