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AGREEMENT RELATING TO RECIPROCAL EASEMENT AGREEMENT

This **Agreement Relating to Reciprocal Easement Agreement** (hereinafter "**Agreement**") is entered into by and between **BP Products North America Inc.**, a Maryland corporation (hereinafter "**BP**"), **Ineos USA LLC**, a Delaware corporation (hereinafter "**Ineos**"), and **Tilde Commercial Properties, LLC**, an Indiana limited liability company (hereinafter "**Tilde**").

WITNESSETH:

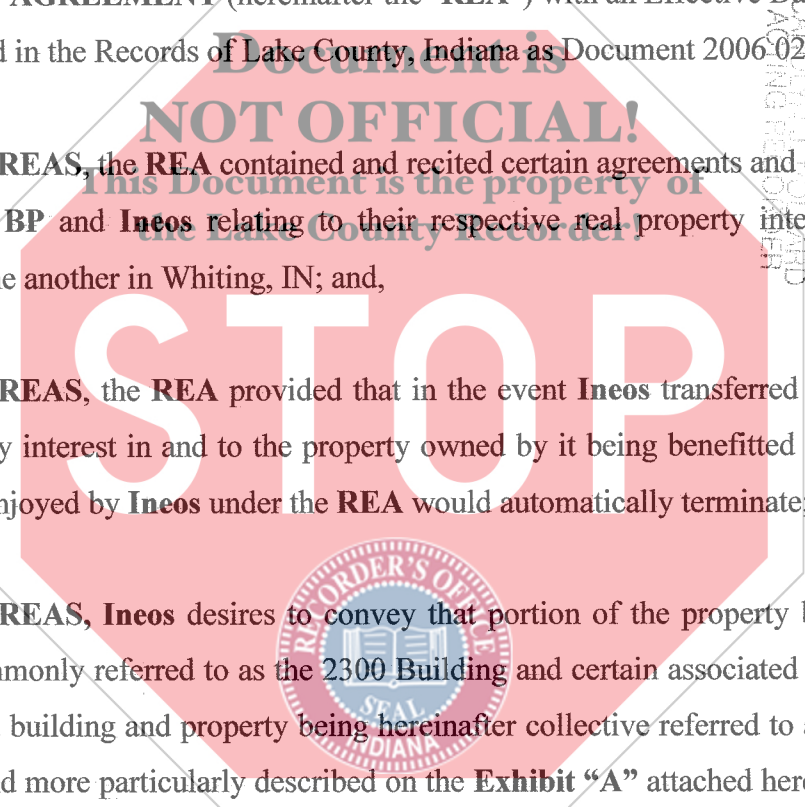
WHEREAS, BP and Ineos (by different names) entered into a **RECIPROCAL EASEMENT AGREEMENT** (hereinafter the "**REA**") with an Effective Date of April 1, 2005 and filed in the Records of Lake County, Indiana as Document 2006-026446; and

WHEREAS, the REA contained and recited certain agreements and covenants by and between **BP and Ineos** relating to their respective real property interests located adjacent to one another in Whiting, IN; and,

WHEREAS, the REA provided that in the event **Ineos** transferred or attempted to transfer any interest in and to the property owned by it being benefitted by the **REA**, the benefits enjoyed by **Ineos** under the **REA** would automatically terminate; and,

WHEREAS, Ineos desires to convey that portion of the property benefitted by the **REA** commonly referred to as the 2300 Building and certain associated real property to **Tilde** (said building and property being hereinafter collective referred to as the "**Tilde Property**") and more particularly described on the **Exhibit "A"** attached hereto and made a part hereof), and desires that the benefits of the **REA** as it relates to the **Tilde Property** continue without the **REA** automatically terminating due to **Ineos'** transfer of the **Tilde Property**; and,

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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WHEREAS, BP is agreeable, on certain terms and conditions, with allowing the **REA** to continue in full force and effect notwithstanding **Ineos'** transfer of the **Tilde Property** benefitted by the **REA** to **Tilde**, and is further agreeable with having the terms of the **REA** extend to **Tilde** as they relate to the **Tilde Property**.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Ineos'** transfer of the **Tilde Property** to **Tilde** shall not constitute an act of default on the part of **Ineos** nor shall it result in the termination of the **REA** as provided in Section 5 of the **REA**. **BP, Ineos, and Tilde** acknowledge and agree that the extension of the **REA** benefits to **Tilde** by virtue of **Tilde** acquiring the **Tilde Property** are personal to **Tilde**, and the terms of Section 5 of the **REA** shall remain in full force and effect, and that **BP's** agreement to extend the benefits of the **REA** to **Tilde** as they relate to the **Tilde Property** shall in no way constitute a waiver of **BP's** rights to enforce the provisions contained in Section 5 and the balance of the **REA** in the future. The parties further agree that insofar and the rights and obligations of the parties to the **REA**, the **Tilde Property** shall continue to be a part of that property defined as the **O&D Real Property** under the **REA** and benefitted by the easement granted in Section 2 of the **REA**. Any reference in the **REA** to the **O&D Real Property** or the **O&D Improvements** shall include the **Tilde Property**.

2. The parties hereto specifically agree that **BP's** agreement to allow the terms of the **REA** to remain in full force and effect notwithstanding **Ineos'** conveyance of the **Tilde Property** to **Tilde** shall not be deemed a release, novation, or discharge of **Ineos** of any of the terms and conditions of the **REA** or **Ineos'** compliance therewith, past, present, or future. Further, **Ineos** warrants and represents that it has provided **Tilde** with a full and correct copy of the **REA**.

3. **Tilde** represents and warrants that it has received a copy of the **REA** from **Ineos** and that it agrees to be fully bound thereto as the terms of the **REA** relate to the **Tilde Property**.

4. The parties agree that the Notice provision of Section 14 of the **REA** shall be modified to provide that notice to **Ineos** be as follows:

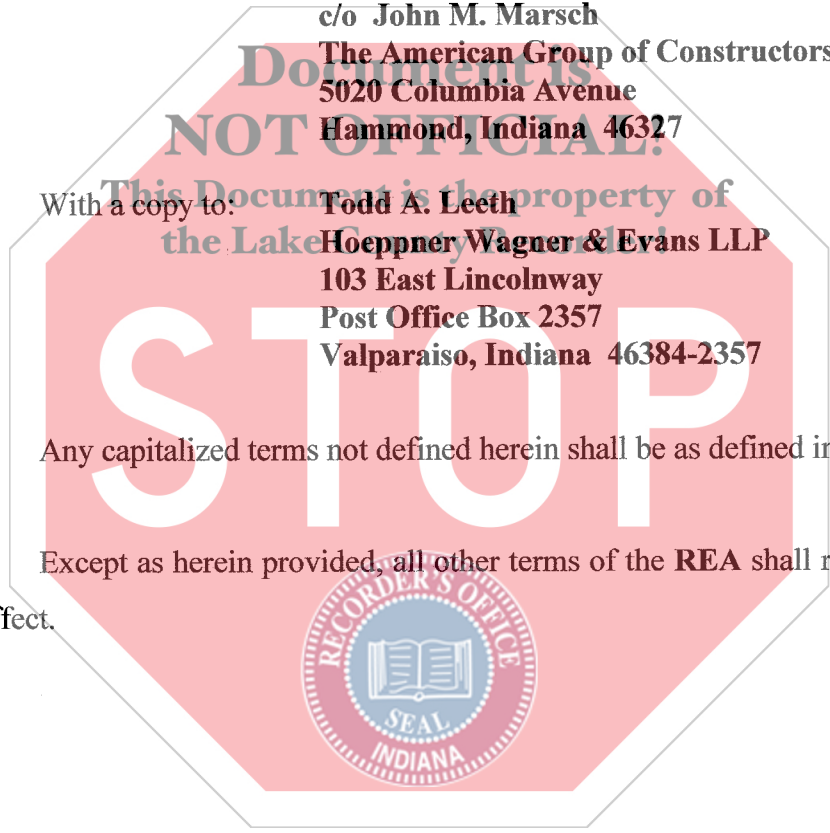
Ineos USA LLC
2600 South Shore Blvd
League City, Texas 77573
Attn: General Counsel

Notice to **Tilde** shall be as follows:

To **Tilde**: **Tilde Commercial Properties, LLC**
c/o John M. Marsch
The American Group of Constructors
5020 Columbia Avenue
Hammond, Indiana 46327

With a copy to: **Todd A. Leeth**
Hoepfner Wagner & Evans LLP
103 East Lincolnway
Post Office Box 2357
Valparaiso, Indiana 46384-2357

5. Any capitalized terms not defined herein shall be as defined in the **REA**.
6. Except as herein provided, all other terms of the **REA** shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 17th day of December, 2009.

BP Products North America Inc, a
Maryland Corporation

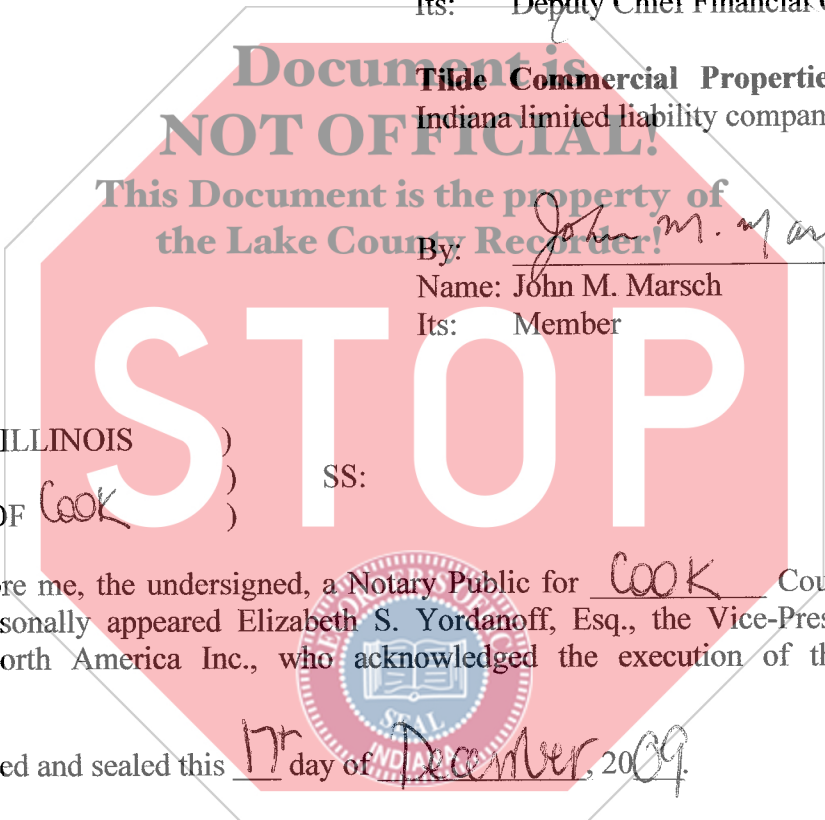
By: [Signature]
Name: Elizabeth S. Yordanoff
Its: Vice President

Ineos USA LLC, a Delaware limited
liability company

By: [Signature]
Name: Robert (Bob) Sokol
Its: Deputy Chief Financial Officer

Tilde Commercial Properties LLC, an
Indiana limited liability company

By: [Signature]
Name: John M. Marsch
Its: Member



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, the undersigned, a Notary Public for COOK County, State of Illinois, personally appeared Elizabeth S. Yordanoff, Esq., the Vice-President of BP Products North America Inc., who acknowledged the execution of the foregoing instrument.

Signed and sealed this 17th day of December, 2009.

My Commission Expires:

1/26/2013

Notary Public: [Signature]
Printed: BARBARA BRZEZINSKA

Resident of COOK County, Illinois

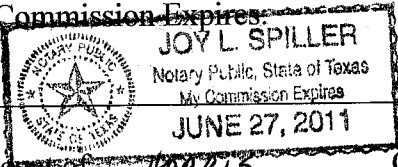


STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

Before me, the undersigned, a Notary Public for Harris County, State of Texas, personally appeared Robert (Bob) Sokol, Deputy Chief Financial Officer of Ineos USA LLC, who acknowledged the execution of the foregoing instrument.

Signed and sealed this 4th day of JANUARY, 2010.

My Commission Expires:



Notary Public: Joy L. Spiller
Printed: Joy L. Spiller

Resident of HARRIS County, Texas

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared John M. Marsch, Member of Tilde Commercial Properties, LLC, who acknowledged the execution of the foregoing instrument.

Signed and sealed this 6 day of January, 2010.

My Commission Expires:

3-26-2016

Notary Public: Janet Hughes
Printed: JANET HUGHES

Resident of Porter County, Indiana

Janet Hughes
NOTARY PUBLIC - OFFICIAL SEAL
State of Indiana, Porter County
My Commission Expires: March 26, 2016

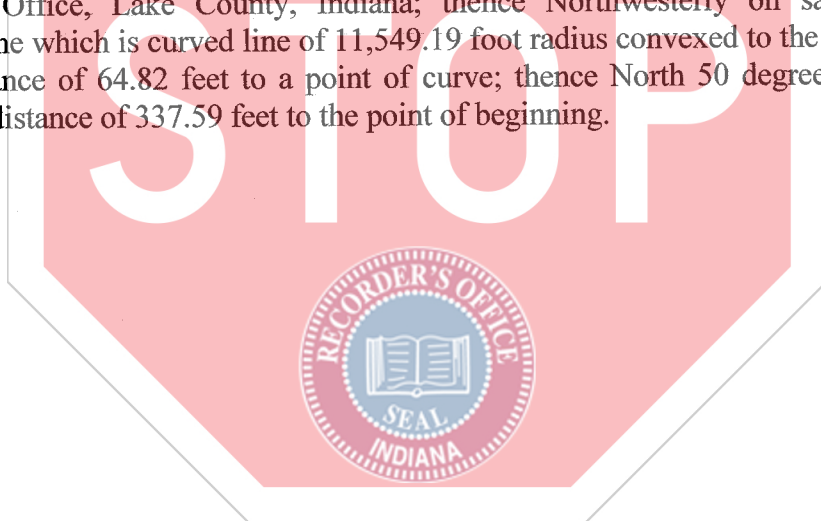
I affirm under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Elizabeth S. Yordanoff, Esq.*

This Instrument Prepared By:

Elizabeth S. Yordanoff, Esq.
BP America
4101 Winfield Road, 5th Floor
Warrenville, IL 60555

EXHIBIT A

A part of the East half of the Southeast 1/4 of Section 8, otherwise known as Government Lot Four, Township 37 North, Range 09 West of the 2nd Principal Meridian, in Lake County, Indiana, and being more particularly described as follows: Commencing at the Southeast corner of said Section 8, thence North 89 degrees 36 minutes 34 seconds West along the Southline of said Section 8, a distance of 1219.55 feet; thence North 00 degrees 23 minutes 26 seconds East perpendicular to the said South line, a distance of 1276.68 feet to the North Right of Way line of Standard Avenue, and the point of beginning; thence North 42 degrees 35 minutes 45 seconds East on a line that is Union Carbide monumented baseline station 0 plus 90 East for a distance of 213.48 feet; thence South 47°24'15" East, a distance of 70.55 feet; thence Easterly on a line which is curved with a 30.00 foot radius, concave to the North with an arc distance of 47.12 feet (Chord N 87 degrees 35 minutes 45 seconds E/Distance 42.43 feet) thence North 42°35'45" East, a distance of 16.22 feet; thence South 47°24'15" East, a distance of 70.12 feet; thence North 42°35'45" East, a distance of 29.46 feet; thence South 47 degrees 24 minutes 15 seconds East on a line that is Union Carbide monumented baseline station 0 plus 2.03 South for a distance of 231.23 feet; thence South 42 degrees 35 minutes 45 seconds West on a line that is Union Carbide monumented baseline station 4 plus 91.90 East for a distance of 273.17 feet, more or less to the 6-foot cyclone fence on the Southerly boundary of the 37.784 acres of land conveyed by the New York Central Railroad Company to Carbide and Carbon Chemicals Corporation in Document No. 25643 and recorded in Deed Book 518, pages 219 to 222 inclusive with attached plat in the Recorder's Office, Lake County, Indiana; thence Northwesterly on said Southerly boundary line which is curved line of 11,549.19 foot radius convexed to the Northeast for an arc distance of 64.82 feet to a point of curve; thence North 50 degrees 19 minutes West for a distance of 337.59 feet to the point of beginning.



RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement"), dated effective as of January 13, 2010, by and between Ineos USA LLC (successor to Innovene USA LLC, successor to O & D USA, LLC), a Delaware limited liability company having offices at 2600 South Shore Blvd, League City, Texas 77573 (hereinafter referred to as "Ineos"), and Tilde Commercial Properties, LLC, an Indiana limited liability company, with offices at 5020 Columbia Avenue, Hammond, Indiana 46327 (hereinafter referred to as "Tilde"). Tilde and Ineos may be referred to individually as an "Owner" and jointly as "Owners". "Owner" or "Owners" shall also include any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

WITNESSETH

WHEREAS, Ineos is the fee simple owner of the real estate described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Retained Parcel");

WHEREAS, Tilde is the fee simple owner of the improvements on the real estate described on Exhibit "B" attached hereto and incorporated herein and is the ground tenant and possessor of such real estate and/or may in the future become the fee simple owner of such real estate (hereinafter referred to as the "Tilde Parcel");

WHEREAS, BP Products North America Inc., a Maryland corporation (hereinafter "BP"), and Ineos (by different names) entered into a Reciprocal Easement Agreement (hereinafter the "Original BP REA") with an effective date of April 1, 2005, and filed in the Records of Lake County, Indiana as Document 2006 026556, and which Original BP REA was amended by Agreement Relating to Reciprocal Easement Agreement dated December 17, 2009 ("Amendment"), executed and delivered by BP, Ineos and Tilde, and filed in the Records of Lake County, Indiana concurrently with this Agreement (the Original BP REA, as amended by the Amendment, is hereinafter referred to as the "BP REA").

WHEREAS, Tilde uses the improvements as its general offices for approximately sixty (60) office employees (hereinafter referred to as the "Current Use");

WHEREAS, the Tilde Parcel is adjacent to and south of the Retained Parcel and Tilde, for the benefit of the Tilde Parcel, has the need for certain easements over and across the Retained Parcel;

WHEREAS, Ineos, for the benefit of the Retained Parcel, has the need for certain easements over and across the Tilde Parcel to maintain existing utilities and other matters;

WHEREAS, the parties hereto agree to provide for certain easements for the use and benefit of the Retained Parcel and the Tilde Parcel (herein referred to individually as a "Parcel" or jointly as the "Parcels") subject to the terms and limitations of this Agreement; and

TILDE TITLE 920096571

WHEREAS, the term "Permittee" or "Permittees" as used in this Agreement shall mean each Owner and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, lessees, subtenants and concessionaires.

NOW THEREFORE, the undersigned, in consideration of the mutual covenants and promises made herein, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Grant of Easements. The parties hereto hereby grant and convey to the other, and their successors and assigns, certain rights, servitudes and easements as hereinafter described as follows:

(a) Easement for Electric Line and Useage Agreement. The parties acknowledge that as of the Effective Date it is not feasible to separate the electric service to the Tilde Parcel. However, Tilde will install electric service to the improvements on the Tilde Parcel as soon as such is economically feasible. Ineos shall cooperate with Tilde in any attempt by Tilde to facilitate the separation of electric service to the Tilde Parcel. In the meantime, Ineos agrees to supply Tilde and its Permittees during the term of the Ground Lease Agreement with electric service to the improvements on the Tilde Parcel to the extent such electric service is not directly supplied by NIPSCO ("Temporary Electric Service Period"). During the Temporary Electric Service Period, Ineos grants to Tilde, and its Permittees, an easement and the right to the continued use of the electric lines, conduits, transformers and other apparatus on and within the Retained Parcel for providing electric service to the Tilde Parcel only, which easement and right shall terminate at such time as Tilde installs new electric service from NIPSCO to independently service the improvements on the Tilde Parcel. During the Temporary Electric Service Period, Tilde shall pay to Ineos the cost of the electricity consumed on the Tilde Parcel at the same rate as charged to Ineos. Ineos and Tilde shall jointly cooperate to read the meter and determine Tilde's usage. Ineos shall invoice Tilde for such usage periodically, no more frequently than monthly and Tilde shall pay such invoice within thirty (30) days. Ineos's invoice shall provide for such information to verify the usage and basis for the charge.

During the Temporary Electric Service Period, each party covenants and agrees that it and/or all of its benefited Permittees (collectively, each the "Responsible Party") shall operate, maintain, repair and replace any and all electric lines, conduits, transformers and other electric apparatus on its Parcel in good and operating condition in such a manner as to not cause NIPSCO to suspend or terminate electric service to either the Retained Parcel or the Tilde Parcel. If the Responsible Party fails during the Temporary Electric Service Period to operate, maintain, repair or replace the electric lines, conduits, transformers and other electric apparatus located on its Parcel in a proper manner as herein required, within ten (10) days of receipt of written notice from the other party, or any benefited Permittee, the Responsible Party shall meet with the other party or such other benefited Permittee and the parties shall determine an appropriate and reasonable cure; provided, however, in the event of an emergency, the non-responsible party may enter upon the Parcel of the Responsible Party and promptly cure the same after giving the Responsible Party notice of such emergency and be reimbursed by the Responsible

Party for the reasonable cost thereof, within thirty (30) days of its receipt of invoice from the non-responsible party.

Tilde understands and agrees that nothing in this paragraph 1 (a) shall obligate Ineos to assume legal liability for (i) the costs and expenses incurred to separate the electric service to the Tilde Parcel or (ii) electric service to Tilde's Parcel (collectively "Tilde's Liabilities". Tilde does hereby indemnify and hold harmless Ineos from and against all claims, liabilities and expenses (including reasonable attorney's fees) relating to Tilde's Liabilities

(b) Easement for and Covenant Relating to Waste Water Treatment Facilities.

Ineos grants to Tilde, and its Permittees, an easement and the right to the continued use of all existing waste water lines, pipes and other apparatus for the collection, transmission and treatment of the sanitary sewer discharge from the existing and future improvements on the Tilde Parcel located on and within the Retained Parcel which shall hereinafter be referred to as the "Waste Water Treatment Facilities". Ineos covenants that Ineos shall keep and maintain the Waste Water Treatment Facilities located on the Retained Parcel in a good and operational manner. If Ineos fails to operate, maintain or repair the Waste Water Treatment Facilities in a proper manner, within ten (10) days of receipt of written notice from Tilde, or any benefited Permittee, Ineos shall meet with Tilde or such other Permittee and the parties shall determine an appropriate and reasonable cure. Notwithstanding the foregoing, in the event of an emergency, Tilde may promptly cure the same after giving Ineos notice of such emergency and be reimbursed by Ineos for the reasonable cost thereof, within thirty (30) days of its receipt of invoice from Tilde.

Tilde covenants and agrees that Tilde and/or all Permittees shall operate, maintain, repair and replace any and all waste water facilities located on the Tilde Parcel in good and operating condition. If Tilde fails to operate, maintain, repair or replace the waste water facilities located on the Tilde Parcel in a proper manner as herein required, within ten (10) days of receipt of written notice from Ineos, or any benefited Permittee, Tilde shall meet with Ineos or such other Permittee and the parties shall determine an appropriate and reasonable cure. Notwithstanding the foregoing, in the event of an emergency, Ineos may enter upon the Tilde Parcel and promptly cure the same after giving Tilde notice of such emergency and be reimbursed by Tilde for the reasonable cost thereof, within thirty (30) days of its receipt of invoice from Ineos.

Notwithstanding anything in this subsection (b) to the contrary, the parties understand and agree that the Waste Water Treatment Facilities will accommodate the Current Use by Tilde. If Tilde changes the Current Use or adds additional improvements, it shall notify Ineos of the new use or the size of the new improvements and provide Ineos with such information as necessary to allow Ineos to determine if the then existing waste water lines, pipes, lift station and other apparatus for the collection, transmission and treatment of the sanitary sewer discharge are adequate for Ineos and Tilde. If the existing waste water lines, pipes, lift station and other apparatus for the collection, transmission and treatment of the sanitary sewer discharge are deemed to be inadequate, as reasonably determined by Ineos, the parties agree to amend this Agreement to allow Ineos to recover from Tilde its share of the capital costs and expenses incurred by Ineos to

upgrade the existing waste water lines, pipes, lift station and other apparatus for the collection, transmission and treatment of the sanitary sewer discharge to accommodate the additional improvements and/or new use.

(c) Easement for Storm Water Drainage Facilities. Ineos grants to Tilde, and its Permittees, an easement and the right to the continued use of all existing storm water lines, conduits, pipes and other apparatus for water drainage, retention and treatment, and all storage systems necessary in connection therewith on and within the Retained Parcel that benefit and service the Tilde Parcel which shall hereinafter be referred to as the "Surface Water Drainage Facilities". Ineos covenants that Ineos shall keep and maintain the Surface Water Drainage Facilities located upstream from that certain manhole located in the Northeast (assuming "Plant North") corner of the Tilde Parcel and on the Retained Parcel in a good and operational manner. If Ineos fails to operate, maintain or repair the Surface Water Drainage Facilities in a proper manner, within ten (10) days of receipt of written notice from Tilde, or any benefited Permittee, Ineos shall meet with Tilde or such other Permittee and the parties shall determine an appropriate and reasonable cure. Notwithstanding the foregoing, in the event of an emergency, Tilde may immediately cure the same after giving Ineos notice of such emergency and be reimbursed by Ineos for the reasonable cost thereof, within thirty (30) days of its receipt of invoice from Tilde.

Tilde covenants and agrees that Tilde and/or all Permittees shall operate, maintain, repair and replace any and all drainage facilities located on the Tilde Parcel down stream from and including the manhole located in the Northeast (assuming "Plant North") corner of the Tilde Parcel in good and operating condition. If Tilde fails to operate, maintain, repair or replace such drainage facilities in a proper manner as herein required, within ten (10) days of receipt of written notice from Ineos, or any benefited Permittee, Tilde shall meet with Ineos or such other Permittee and the parties shall determine an appropriate and reasonable cure. Notwithstanding the foregoing, in the event of an emergency, Ineos may enter upon the Tilde Parcel and promptly cure the same after giving Tilde notice of such emergency and be reimbursed by Tilde for the reasonable cost thereof, within thirty (30) days of its receipt of invoice from Ineos.

(d) Easement for Potable Water Line. Ineos grants to Tilde, and its Permittees, an easement and the right to the continued use of all existing potable water lines, pipes and other apparatus for providing potable water service to the Tilde Parcel and located on and within the Retained Parcel. As soon as reasonably practical, but in no event later than one (1) year from the Effective Date hereof, Tilde or the Town of Whiting, shall install a new meter at the building located on the Tilde Parcel and Tilde shall pay for the cost of such new meter, if not paid by the Town of Whiting, and Tilde shall pay directly thereafter for water usage. Until the new meter is installed, Ineos shall maintain, repair or replace the water utility line(s) that jointly service both Parcels, keeping the same in good condition and repair and each party shall contribute equally to the cost of any maintenance, repair or replacement of water utility facilities jointly servicing both Parcels. Ineos shall repair all damage to the Tilde Parcel caused by the installation, repair and maintenance of such water utility line(s) that service both Parcels. Each Party shall

be responsible for the maintenance, repair or replacement of the water line(s) that solely benefit its Parcel, without contribution from the other party.

Tilde may elect to separate the potable water line servicing the Tilde Parcel by the installation of a new private tap to the public water main. If in that event, Ineos and Tilde shall cooperate and agree upon a convenient time to separate the water service between the Tilde Parcel and the Retained Parcel. Tilde shall be solely responsible for the cost of the separation of the water line and upon such separation, the easement granted in this paragraph 4 (d) shall terminate and shall no longer be in full force and effect.

(e) Easement for 100# Steam Line. For such time as Ineos receives steam to its Retained Parcel from BP and until such time as this easement is terminated, Ineos grants to Tilde, and its Permittees, an easement and the right to the continued use of the steam line and pipes and other apparatus for providing steam service to the Tilde Parcel and located on and within the Retained Parcel. The parties acknowledge that it is not feasible to separate the steam line servicing the Tilde Parcel. Tilde shall pay to Ineos the actual cost of steam used on the Tilde Parcel at the same rate as charged by BP from time to time to Ineos. Ineos and Tilde shall jointly cooperate to read the meter and determine Tilde's usage. Ineos shall invoice Tilde for such usage periodically, no more frequently than monthly and Tilde shall pay such invoice with thirty (30) days of its receipt from Ineos. Ineos's invoice shall provide for such information to verify the usage and basis for the charge. The easement and right to steam service created by this subsection shall terminate at such time as Tilde enters into a direct steam supply agreement with BP or installs an alternative gas or electric service to independently heat the improvements on the Tilde Parcel and in either case, Tilde shall give Ineos notice of termination. Upon such termination, the parties will enter into an amendment of this Agreement, at the request of either party, to reflect as a matter of public record, the termination of this easement for steam service

Notwithstanding anything in this subsection (e) to the contrary, if Tilde changes the Current Use or adds additional improvements before the steam easement is terminated, it shall notify Ineos and provide Ineos with such information as necessary to allow Ineos to determine if there is increased usage of steam by Tilde. If the new usage and/or additional improvements increases more than 110% over the steam usage for the Current Use, the parties agree to amend this Agreement to allow Ineos to charge Tilde market rates for the usage of steam supplied to Tilde.

(f) Easement for Fire Water Line. Tilde grants to Ineos, and its Permittees, a common non-exclusive easement to operate, maintain, repair or replace the existing fire suppression water line in, on and under the Tilde Parcel. Ineos covenants that Ineos shall keep and maintain the fire water main line, including that portion located on the Tilde Parcel, in a good and operational manner. Tilde shall only be obligated to maintain and repair the connection line between the main line and the improvements on the Tilde Parcel. The easement shall be established to include that portion of the Tilde Parcel, excluding all permanent structures, reasonably necessary for the purpose of maintaining, repairing or replacing the fire suppression water main line.

(g) Parking Easement. Tilde grants to Ineos, and its Permittees, an easement for the limited purpose for overflow parking of vehicles on that certain portion of the Tilde Parcel designated as "Parking Easement" on Exhibit "C" attached hereto and incorporated herein. The Parking Easement shall be limited to overflow parking during times of capital projects or during turnaround at Ineos's plant on the Retained Parcel. The parties acknowledge that Ineos' use of the parking easement will for approximately one (1) week be during major outages occurring approximately every three (3) years and for approximately one (1) to three (3) days during sporadic turnaround outages once or twice per year. Tilde covenants that the Parking Easement (and ingress and egress there from) shall be maintained, repaired and replaced in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use or durability.

Ineos does hereby indemnify and hold Tilde harmless from and against all claims, liabilities and expenses (including reasonable attorney's fees) relating to acts, injuries, loss or damage of or to any person or property arising from the negligence, intentional or willful acts or omissions of Ineos or any of Ineos's Permittees during or in connection with the use of the Parking Easement.

(h) Existing Security Camera. Tilde grants to Ineos a revocable license to allow the continued use, maintenance, repair or replacement of an existing security camera located on the Tilde Parcel.

2. Reasonable Use of Easements.

(a) Interference with Others. The easements herein above granted shall be used and enjoyed by each Owner and the Permittees benefited thereby in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other party or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of materials, products or merchandise in connection therewith.

(b) Subsurface Rights Only. The grant of utility easements is specifically limited to subsurface rights, except for appurtenances to such facilities as are required to be maintained above ground or those facilities currently located above ground. The construction, installation, maintenance or repair of any utility facilities shall be maintained completely underground.

(c) Utility Easement Use Limited. The utility lines, systems and equipment are installed pursuant to the easements granted herein, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements shall be placed over or permitted to encroach upon such utility installations. The utility easements are granted and provided to allow for the protection of existing lines, sewers or pipes. Any Owner of a Parcel, at its expense, in order to improve its portion of its Parcel, may relocate any utilities existing on its Parcel, provided such relocation is completed in a manner so as to minimize the interference with the use of the utilities and does not diminish the availability of the utilities to the other party benefited by the easement.

(d) Restoration. The party performing work on a Parcel shall restore the surface of the real estate to the same condition as it was prior to the entry and disturbance thereof or their contractor or agent. All restoration work shall be completed within thirty (30) days of completion of the utility work, subject to force majeure.

(e) Notice. Except in the case of emergency, the party benefited by each utility easement or any utility provider shall give the owner of the Parcel upon which such easement is located at least five (5) days prior written notice of the intention of said party to enter upon a Parcel to perform any work in order to minimize any inconvenience to the owner or occupant of the affected Parcel.

(f) Construction Interference. Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any party to enter upon a Parcel of another party for the exercise of any right pursuant to the easements set forth, or to prosecute work on such party's own Parcel if the same interferes with utility easements or easements of ingress, egress or access to or in favor of the other party's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business or operations of the other party and its Permittees.

(g) The easements granted, conveyed and created herein along with all covenants, promises and agreements shall run with the land and be binding upon and inure to the benefit of the Owners hereto and their successors and assigns, and all persons holding under or through the parties hereto, their respective mortgagees (and any party claiming by, through or under such mortgagee and any purchaser at any foreclosure sale), lessees, sublessees and their employees, agents, customers, licensees and invitees.

3. Remedies and Enforcement.

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, after written notice and thirty (30) days to cure such breach, the other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement or reasonably cooperate with the other Owner to determine appropriate cure if required hereunder, within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting

Owner and be reimbursed by such defaulting Owner for the reasonable costs thereof within thirty (30) days of its receipt of invoice. Notwithstanding the foregoing, in the event of an emergency, an Owner may immediately cure the same and be reimbursed by the other Owner for the reasonable cost thereof within thirty (30) days of its receipt of invoice.

(c) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(d) No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

4. Term. The covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Lake County Recorder and shall remain in full force and effect for the full term of Tilde's possession of the Tilde Parcel under the Ground Lease Agreement or if Tilde shall exercise its option to purchase the Tilde Parcel, then for a period of 100 years from and after said date of recordation of the deed to Tilde for the Tilde Parcel, otherwise the easements granted herein shall continue in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners.

5. Indemnity. Each Owner agrees to indemnify and hold harmless each other Owner from all claims and damages (including, without limitation, reasonable attorneys' fees and costs) arising from (a) the use of the easements hereby created to the extent that such use occurs within the boundaries of the other Owner's Parcel, and (b) a breach or default of this Agreement. Each Owner agrees to maintain policies of fire and extended coverage insurance and of public liability insurance issued by reputable companies in amounts and on policy terms customary for the improvements of such Owner. Each Owner releases each other Owner from any liability for any loss or damage of the type provided by fire and extended coverage insurance, and grants to each other Owner, on behalf of any insurer providing such insurance, a waiver of any right of subrogation which any insurer of any Owner might acquire against any other Owner by virtue of payment of any loss covered by such insurance.

6. Miscellaneous.

(a) Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) Amendment. The provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record

Owners of all of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Lake County, Indiana.

(c) Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Except as otherwise provided herein, if any person having the right of consent or approval hereunder fails to give such consent or approval, or specific grounds for disapproval, within the applicable time period (or if no time period is provided, with fifteen (15) days of receipt of the request therefor), the person shall be deemed to have not given its approval or consent. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background, data as is reasonably necessary to make an informed decision thereon.

(d) No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an Owner or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) Separability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or

enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

(i) Time of Essence. Time is of the essence of this Agreement.

(j) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of an Owner's Parcel to the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to the private use of the Owners and their respective Permittees. This Agreement is intended to benefit the Owners and their respective successors, assigns and mortgagees and is not intended to constitute any person which is not an Owner a third party beneficiary hereunder or to give any such person any rights hereunder.

7. Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given (i) upon receipt if hand delivered or transmitted via facsimile to the party or person intended, or (ii) one business day after deposit with a nationally recognized over night commercial courier service, airbill prepaid, or (iii) three (3) days after deposit in the United States mail postage prepaid, by certified or registered mail, return receipt requested, addressed by name and address to the party or persons intended as follows:

To Tenant: Tilde Commercial Properties, LLC
c/o John M. Marsch
The American Group of Constructors
5020 Columbia Avenue
Hammond, Indiana 46327
Facsimile (219) 937-1512

With a copy to: Todd A. Leeth
Hoeppner Wagner & Evans LLP
103 East Lincolnway
Post Office Box 2357
Valparaiso, Indiana 46384-2357
Facsimile (219) 465-0603

To Ineos: Ineos Whiting Operations Director
2357 Standard Avenue
Whiting, Indiana 46394
Attention: Site Director
Facsimile (219) 473-7089

With a copy to: Ineos USA LLC
2600 South Shore Blvd.
League City, Texas 77573
Attention: Robert Sokol
Facsimile (281) 535-4411

Any party may, by written notice to the other party, designate a change of address for the purpose aforesaid.

8. Governing Law. The laws of the State of Indiana shall govern the interpretation, validity, performance, and enforcement of this Agreement.

9. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same instrument.

10. BP REA. Notwithstanding anything in this Agreement to the contrary:

(a) The parties hereto acknowledge and agree that the terms and provisions of this Agreement are subject to the terms and provisions of the BP REA. Hence, the easements herein granted are dependent on the easements granted to either Ineos or Tilde in the BP REA.

(b) Tilde hereby assumes and covenants and agrees to perform the obligations of Ineos under the BP REA with respect to the Tilde Parcel.

(c) Tilde does hereby covenant and agree to indemnify BP and Ineos with respect to the Tilde Parcel, to the extent set forth in paragraph 11 of the BP REA. Ineos does hereby covenant and agree to indemnify Tilde with respect to the Ineos Parcel, to the extent set forth in paragraph 11 of the BP REA.

(d) Tilde does agree to obtain and maintain the insurance for the Tilde Parcel as set forth in paragraph 12 of the BP REA.

(e) Each Owner ("Indemnifying Owner") agrees to indemnify and hold harmless each other Owner from all claims (including, without limitation, reasonable attorneys' fees and costs) arising from the breach or default of the Indemnifying Owner of the terms and provisions of the BP REA and the use of the easements created under the BP REA to the extent that such easements are within the boundaries of the Indemnifying Owner's Parcel.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Reciprocal Easement Agreement as of the date first written above.

Tilde Commercial Properties, LLC

By: John M Marsch member
John M. Marsch
Member

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

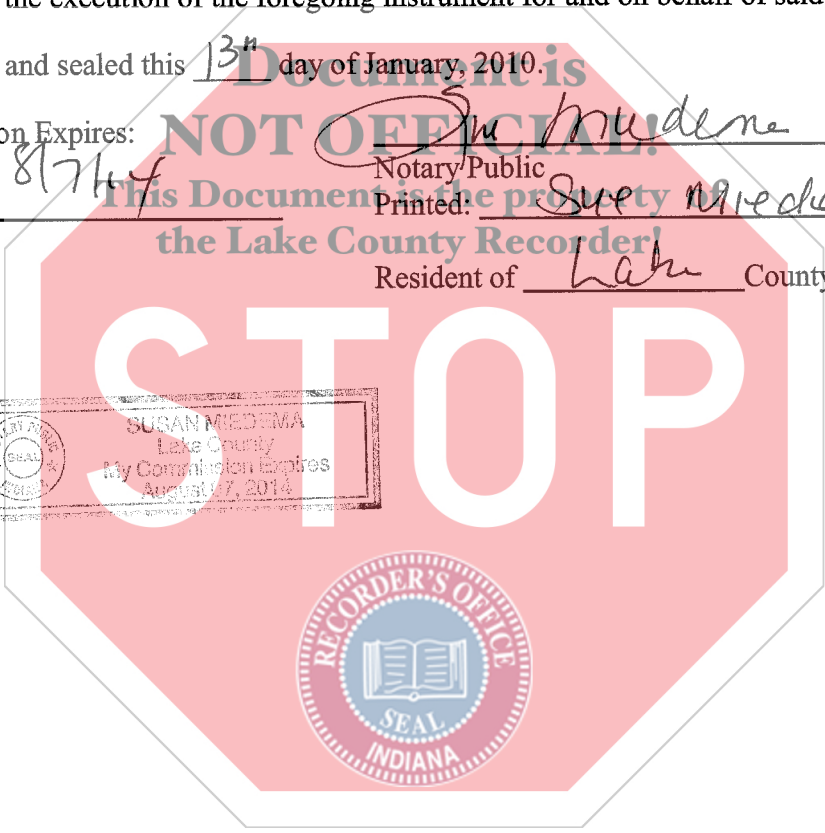
Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared John M. Marsch, Member of Tilde Commercial Properties, LLC. who acknowledged the execution of the foregoing instrument for and on behalf of said company.

Signed and sealed this 13th day of January, 2010.

My Commission Expires:

8/7/14

Susan Medema
Notary Public
Printed: Susan Medema
Resident of Lake County, Indiana



IN WITNESS WHEREOF, the parties have executed this Reciprocal Easement Agreement as of the date first written above.

Ineos USA, LLC

By: [Signature]
Robert (Bob) Sokol
Deputy Chief Financial Officer

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

Before me, the undersigned, a Notary Public for Harris County, State of Texas, personally appeared Robert (Bob) Sokol, the Deputy Chief Financial Officer of Ineos USA, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said company

Signed and sealed this 11 day of January, 2010.

My Commission Expires:



[Signature]
Notary Public
Printed: Joy L. Spiller
Resident of Houston County, HARRIS

I affirm under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Todd A. Leeth*

This Instrument Prepared By:

Todd A. Leeth
Hoepfner Wagner & Evans LLP
103 E. Lincolnway
P.O. Box 2357
Valparaiso, IN 46384
(219) 464-4961



Exhibit "A" - Retained Parcel – Legal Description
Exhibit "B" - Tilde Parcel – Legal Description
Exhibit "C" - Parking Easement – Site Plan

EXHIBIT "A"
RETAINED PARCEL

Parcel 1:

A part of the East Half of the Southeast Quarter of Section 8, otherwise known as Government Lot Four, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, and being more particularly described as follows and in which description the bearings of the boundaries therein described are based upon the assumption that the line between Sections 9 and 16, Township 37 North, Range 9 West, bears due East and West: Commencing at a point in the Southeasterly line of the land owned by Standard Oil Company of Indiana that is a distance of 63 feet by rectangular measurement Southwesterly from the centerline of the West Bound Number One Main Track of the New York Central Railroad, now the Penn-Central Railroad; thence South 37 degrees 21 minutes 30 seconds West along said Southeasterly line of the land of Standard Oil Company of Indiana, a distance of 700.60 feet to a point in a line parallel to and distant 40 feet by rectangular measurement Northeasterly from the Northeasterly line of the land of Pittsburgh, Fort Wayne and Chicago Railway Company, now the Penn-Central Railroad; thence South 50 degrees 19 minutes East along said 40-foot parallel line a distance of 90.11 feet to the point of beginning; thence North 42 degrees 35 minutes 45 seconds East on a line that is Union Carbide monumented baseline station 0 plus 90 East for a distance of 293.44 feet; thence South 47 degrees 24 minutes 15 seconds East on a line that is Union Carbide monumented baseline station 0 plus 2.03 South for a distance of 401.90 feet; thence South 42 degrees 35 minutes 45 seconds West on a line that is Union Carbide monumented baseline station 4 plus 91.90 East for a distance of 273.15 feet, more or less to the 6-foot cyclone fence on the Southerly boundary of the 37.784 acres of land conveyed by the New York Central Railroad Company to Carbide and Carbon Chemicals Corporation in Document No. 25643 and recorded in Deed Book 518, pages 219 to 222 inclusive with attached plat in the Recorder's Office, Lake County, Indiana; thence Northwesterly on said Southerly boundary line which is curved line of 11,549.19 foot radius convex to the Northeast for an arc distance of 64.93 feet to a point of curve; thence North 50 degrees 19 minutes West for a distance of 337.59 feet to the point of beginning;

Parcel 2:

A part of the East Half of the Southeast Quarter of Section 8, otherwise known as Government Lot 4, and also a part of the West Half of the Southwest Quarter of Section 9, all in Township 37 North, Range 9 West of the Second Principal Meridian and being more particularly described as follows and in which description the bearings of the boundaries therein described are based upon the assumption that the line between Sections 9 and 16, Township 37 North, Range 9 West, bears due East and West: Commencing at a point in the Southeasterly line of the land owned by Standard Oil Company of Indiana that is a distance of 63 feet by rectangular measurement Southwesterly from the centerline of the West Bound Number One main track of the New York Central railroad, now the Penn-Central Railroad; thence South 37 degrees 21 minutes 30 seconds West along said Southeasterly line of the land of Standard Oil Company of Indiana, a distance of 700.60 feet to a point in a line parallel to and distant 40 feet by rectangular measurement Northeasterly from the Northeasterly line of the land of Pittsburgh, Fort Wayne, and Chicago Railway Company, now the Penn-Central Railroad; thence South 50 degrees 19 minutes East along said 40-foot parallel line a distance of 427.7 feet to a point of curve; thence continuing Southeasterly along a line drawn parallel to and distant 40 feet by radial measurement Northeasterly from the Northeasterly line of the land of Pittsburgh, Fort Wayne, and Chicago Railway Company, now the Penn-Central Railroad, said 40-foot parallel line being a curve, convex to the Northeast having a radius of 11,549.19 feet and to which curve the last described line is tangent for an arc length of 64.93 feet to the point of beginning; thence continuing on said curve of 11,549.19-foot radius, convex to the Northeast for an arc length of 522.93 feet to a point of tangent; thence South 47 degrees 24 minutes East along aforesaid 40-foot parallel line for a distance of 1,009.02 feet to the South line of said Section 9; thence due East on said South line for a distance of 907.28 feet; thence North 32 degrees 32 minutes West along a straight line referred to in both Deed Record 518, pages 219 to 223 inclusive and Deed Record 1080, pages 478 to 480 inclusive for a distance of 206.02 feet to a point of curve; thence Northwesterly on a curve, convex to the Northeast, having a radius of 956.37 feet, and whose chord has a bearing of North 40 degrees 02 minutes 06 seconds West and a chord length of 249.44 feet, and having an arc length of 250.17 feet to a point of tangent; thence North 47 degrees 32 minutes 11 seconds West for a distance of 1,608.32 feet; thence North 50 degrees 11 minutes 30 seconds West for a distance of 145.20 feet to the Northeast corner of a 5.8118-acre tract conveyed to AMOCO in 1976; thence South 42 degrees 35 minutes 45 seconds West for a distance of 700.35 feet to the point of beginning, and containing 1,317,010 square feet, which is 30.235 acres, in Lake County, Indiana, excepting therefrom the parcel conveyed to Amoco Oil Company by Union Carbide Corporation in deed dated May 26, 1978

and recorded September 21, 1978 as Document No. 550993, described as follows:

A part of the East Half of the Southeast Quarter of Section 8, otherwise known as Government Lot 4, and also a part of the West one-half of the Southwest Quarter of Section 9, all in Township 37 North, Range 9 West of the Second Principal Meridian, and being more particularly described as follows and in which description the bearings of the boundaries therein described are based upon the assumption that the line between Sections 9 and 16, Township 37 North, Range 9 West bears due East and West: Commencing at a point in the Southeasterly line of the land owned for many years prior to 1976 by Standard Oil Company (Indiana) and its successors, The American Oil Company and Amoco Oil Company, said point being 63 feet by rectangular measurement Southwesterly from the centerline of the West Bound Number One main track of the New York Central Railroad, now the Consolidated Rail Corporation, marked by an iron pipe in concrete atop a rail monument; thence Southeasterly 556.50 feet along the Northerly boundary of the 5.8118 acres of land conveyed on November 1, 1976 by Union Carbide Corporation to Amoco Oil Company and recorded in Document No. 390054, said boundary being the Southerly boundary of said Railroad, to the point of beginning, marked by an iron pipe in concrete, said point being the Northeastery corner of said 5.8118 acres; thence continuing Southeasterly 38.00 feet along said Southerly boundary of said Railroad to a point; thence North 66 degrees 09 minutes 07 seconds West 40.08 feet to a point in the Easterly line of aforesaid 5.8118 acres; thence North 42 degrees 35 minutes 45 seconds 11.00 feet along said Easterly line to the point of beginning.

Less and Except:

Parcel 1 - Torranga Survey 9/24/09

A part of the East half of the Southeast 1/4 of Section 8, otherwise known as Government Lot Four, Township 37 North, Range 09 West of the 2nd Principal Meridian, in Lake County, Indiana, and being more particularly described as follows: Commencing at the Southeast corner of said Section 8, thence North 89 degrees 36 minutes 34 seconds West along the Southline of said Section 8, a distance of 1219.55 feet; thence North 00 degrees 23 minutes 26 seconds East perpendicular to the said South line, a distance of 1276.68 feet to the North Right of Way line of Standard Avenue, and the point of beginning; thence North 42 degrees 35 minutes 45 seconds East on a line that is Union Carbide monumented baseline station 0 plus 90 East for a distance of 213.48 feet; thence South 47°24'15" East, a distance of 70.55 feet; thence Easterly on a line which is curved with a 30.00 foot radius, concave to the North with an arc distance of 47.12 feet (Chord N 87 degrees 35 minutes 45 seconds E/Distance 42.43 feet) thence North 42°35'45" East, a distance of 16.22 feet; thence South 47°24'15" East, a distance of 70.12 feet; thence North 42°35'45" East, a distance of 29.46 feet; thence South 47 degrees 24 minutes 15 seconds East on a line that is Union Carbide monumented baseline station 0 plus 2.03 South for a distance of 231.23 feet; thence South 42 degrees 35 minutes 45 seconds West on a line that is Union Carbide monumented baseline station 4 plus 91.90 East for a distance of 273.17 feet, more or less to the 6-foot cyclone fence on the Southerly boundary of the 37.784 acres of land conveyed by the New York Central Railroad Company to Carbide and Carbon Chemicals Corporation in Document No. 25643 and recorded in Deed Book 518, pages 219 to 222 inclusive with attached plat in the Recorder's Office, Lake County, Indiana; thence Northwesterly on said Southerly boundary line which is curved line of 11,549.19 foot radius convexed to the Northeast for an arc distance of 64.82 feet to a point of curve; thence North 50 degrees 19 minutes West for a distance of 337.59 feet to the point of beginning.

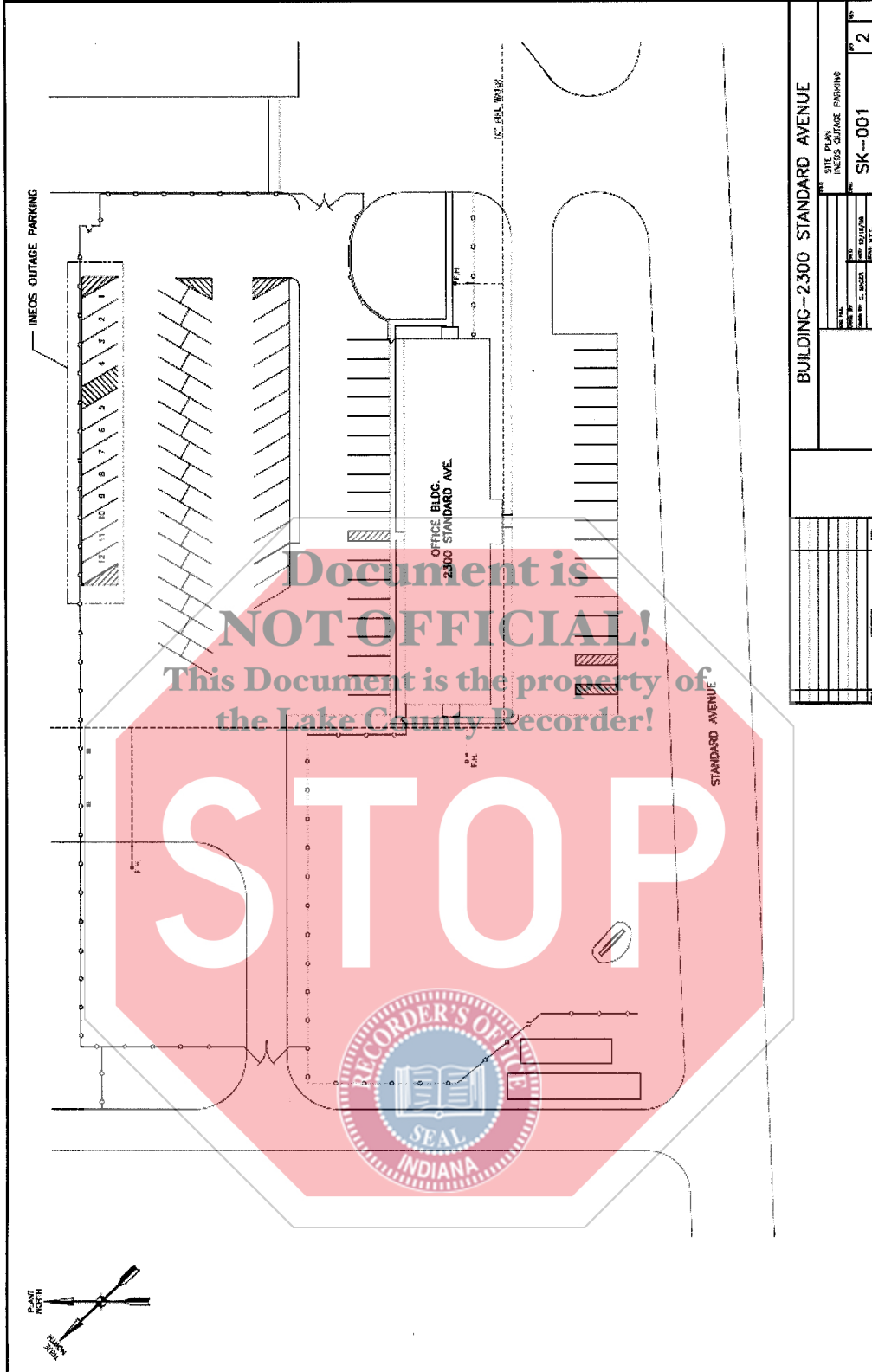


EXHIBIT "B"

A part of the East half of the Southeast 1/4 of Section 8, otherwise known as Government Lot Four, Township 37 North, Range 09 West of the 2nd Principal Meridian, in Lake County, Indiana, and being more particularly described as follows: Commencing at the Southeast corner of said Section 8, thence North 89 degrees 36 minutes 34 seconds West along the Southline of said Section 8, a distance of 1219.55 feet; thence North 00 degrees 23 minutes 26 seconds East perpendicular to the said South line, a distance of 1276.68 feet to the North Right of Way line of Standard Avenue, and the point of beginning; thence North 42 degrees 35 minutes 45 seconds East on a line that is Union Carbide monumented baseline station 0 plus 90 East for a distance of 213.48 feet; thence South 47°24'15" East, a distance of 70.55 feet; thence Easterly on a line which is curved with a 30.00 foot radius, concave to the North with an arc distance of 47.12 feet (Chord North 87 degrees 35 minutes 45 seconds East a distance of 42.43 feet) thence North 42°35'45" East, a distance of 16.22 feet; thence South 47°24'15" East, a distance of 70.12 feet; thence North 42°35'45" East, a distance of 29.46 feet; thence South 47 degrees 24 minutes 15 seconds East on a line that is Union Carbide monumented baseline station 0 plus 2.03 South for a distance of 231.23 feet; thence South 42 degrees 35 minutes 45 seconds West on a line that is Union Carbide monumented baseline station 4 plus 91.90 East for a distance of 273.17 feet, more or less to the 6-foot cyclone fence on the Southerly boundary of the 37.784 acres of land conveyed by the New York Central Railroad Company to Carbide and Carbon Chemicals Corporation in Document No. 25643 and recorded in Deed Book 518, pages 219 to 222 inclusive with attached plat in the Recorder's Office, Lake County, Indiana; thence Northwesterly on said Southerly boundary line which is curved line of 11,549.19 foot radius convexed to the Northeast for an arc distance of 64.82 feet to a point of curve; thence North 50 degrees 19 minutes West for a distance of 337.59 feet to the point of beginning.



EXHIBIT "C"



BUILDING-2300 STANDARD AVENUE	
DATE	12/11/08
BY	E. HANSEN
PROJECT	INECS OUTAGE PARKING
NO.	SK-001
PAGE	2