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2011 045897

2011 AUG 24 11:04:23

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 20TH day of July, 2011, by NH Vegas, LLC, 8202 Calumet Avenue, Munster, IN 46321.

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 721 Lincoln Highway, Merrillville and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on October 1, 2002, and recorded on October 15, 2002, as Deed Record 2002092699 in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 0.8264 acres and has also been identified by the county as parcel identification number 45-12-22-301-007.000-030.

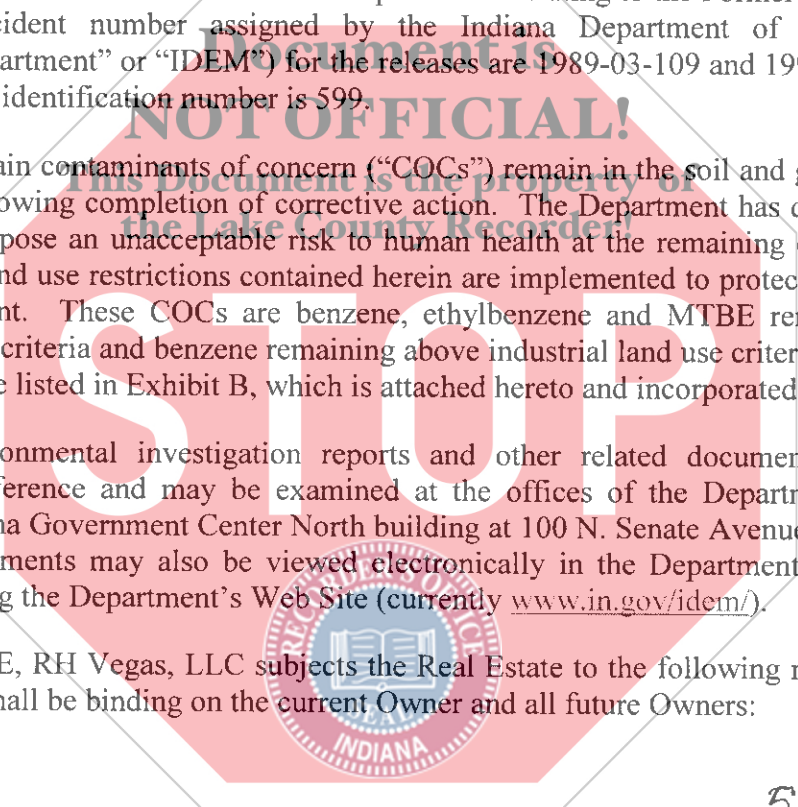
WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the Former Shell Gasoline Station. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the releases are 1989-03-109 and 1999-03-516, and the relevant facility identification number is 599.

WHEREAS: Certain contaminants of concern ("COCs") remain in the soil and groundwater of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. These COCs are benzene, ethylbenzene and MTBE remaining above residential land use criteria and benzene remaining above industrial land use criteria. The known COCs remaining are listed in Exhibit B, which is attached hereto and incorporated herein.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's Web Site (currently www.in.gov/idem/).

NOW THEREFORE, RH Vegas, LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

2 copies



FILED

055042

AUG 24 2011

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

AMOUNT \$ 51.00 IREF #
CASH _____ CHARGE _____
CHECK # 9299004703
OVERAGE 2.00
COPY _____
NON-COM _____ X
CLERK JN

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's Risk Integrated System of Closure ("RISC") Technical Guidance Document. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space in the affected area depicted in Exhibit C, unless the Department has given prior approval for installation in the dwelling or work space of a vapor intrusion mitigation system and its corresponding approved Operation and Maintenance Plan. If the Owner has demonstrated that an unacceptable risk to human health or welfare will not result from the construction or occupancy of the dwelling or work space via the vapor intrusion pathway, the Department may waive the vapor intrusion mitigation system requirement. If the vapor intrusion pathway is verified to no longer be a threat, the Owner may request modification or removal of this restriction pursuant to paragraph 15.

II. GENERAL PROVISIONS

- 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 and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") 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 or right to occupancy in all or any part of the Real Estate by any person shall

affect 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 an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. 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 monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records
5. Written Notice of the Presence of Contamination. 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 (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

5. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
6. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

7. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

8. 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.
9. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

10. 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.
11. 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 of its obligation to comply with any other applicable laws.
12. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
13. 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:
NH Vegas, LLC,
8202 Calumet Avenue,
Munster, IN 46321



To Department:

IDEM, Office of Land Quality

100 N. Senate Avenue

IGCN 1101

Indianapolis, IN 46204-2251

Attn: Section Chief, Leaking Underground Storage Tank Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

14. 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 or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
15. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.



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

IN WITNESS WHEREOF, RH Vegas, LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 20th day of July, 2011.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, as required by law.

[Signature]
Thomas M Collins, RH Vegas, LLC
NH

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas M. Collins, the Agent of the Owner, NH Vegas, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 20th day of July, 2011.



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

[Signature], Notary Public

Residing in Porter County, Indiana

My Commission Expires:

This instrument prepared by:
URS Corporation, One Indiana Square, Suite 2100, Indianapolis, IN 46204

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law:

Kara Czechowski, URS Corporation, One Indiana Square, Suite 2100, Indianapolis, IN 46204



EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE



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This instrument prepared by:
Daniel D. Drew, Esq.
1415 West 22nd Street
Tower Floor
Oak Brook, Illinois 60523-2013
2008 077946

FILED
2008 NOV 14 AM 9:26
RECORDED

When recorded, return Deed to:
Glenn R. Patterson
Lucas, Holcomb & Medrea LLP
Easton Court
300 East 90th Drive
Merrillville, IN 46410

Send Tax Statement to:
Grantee at its current address:
8202 Calumet Avenue
Munster, Indiana 46321

CHICAGO TITLE INSURANCE COMPANY

SPECIAL WARRANTY DEED 620085148
620081652 | 620081653 | 620081654 | 620081655

THIS IS A DEED dated November 5, 2008, by RM PETROLEUM, INC, with offices at 200 Higgins Rd., Suite 326, Schaumburg, Illinois 60195 (herein called "Grantor") to NH VEGAS, LLC an Indiana limited liability company, with an address of 8202 Calumet Avenue, Munster, Indiana 46321 (herein called "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property known as 7306 Indianapolis Blvd, Hammond IN, 721 E 81st Ave., Merrillville, IN, 2299 US 30, Schererville, IN and 10953 Indianapolis Blvd, Hammond, IN, all in the County of Lake, State of Indiana;

See attached Exhibit A for description.

LESS AND EXCEPT: All right, title and interest in and to any oil, gas and other minerals (including without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease such portion of the Premises herein conveyed for such purposes; and all mineral and royalty rights whatsoever in, on or under and pertaining to the Premises but without the right to use, or right of any ingress to or egress from the surface of the Premises herein conveyed for exploration or producing purposes, all of said interests having been saved, retained, reserved and excepted in a previous conveyance of the Premises;

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever; but

SUBJECT to the following:

NOT ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

NOV 13 2008



RECKY HOLINGA KATONA
LAKE COUNTY AUDITOR

017670

at
30
AS

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a) Encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current on the ground survey and inspection of the Premises.

b) Recorded leases, agreements, easements, reservations of gas, oil and other mineral rights, rights-of-way, covenants, conditions and restrictions, if any, as the same may be of present force and effect. Zoning regulations, ordinances, building restrictions, regulations and any violations thereof.

c) The lien for real property taxes for the current year, and any liens for special assessments which, as of the date hereof, are not due and payable.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

To the extent assignable, Grantor hereby assigns and transfers to Grantee all rights which Grantor has, if any, under all warranties and representations, as made by other owners in the chain of title to the Real Estate (the "Warranties") including, but not limited to, any and all rights which Grantor may now have, if any, or which may accrue hereafter by reason of, or on account of, the Warranties, if any.

RM PETROLEUM, INC.

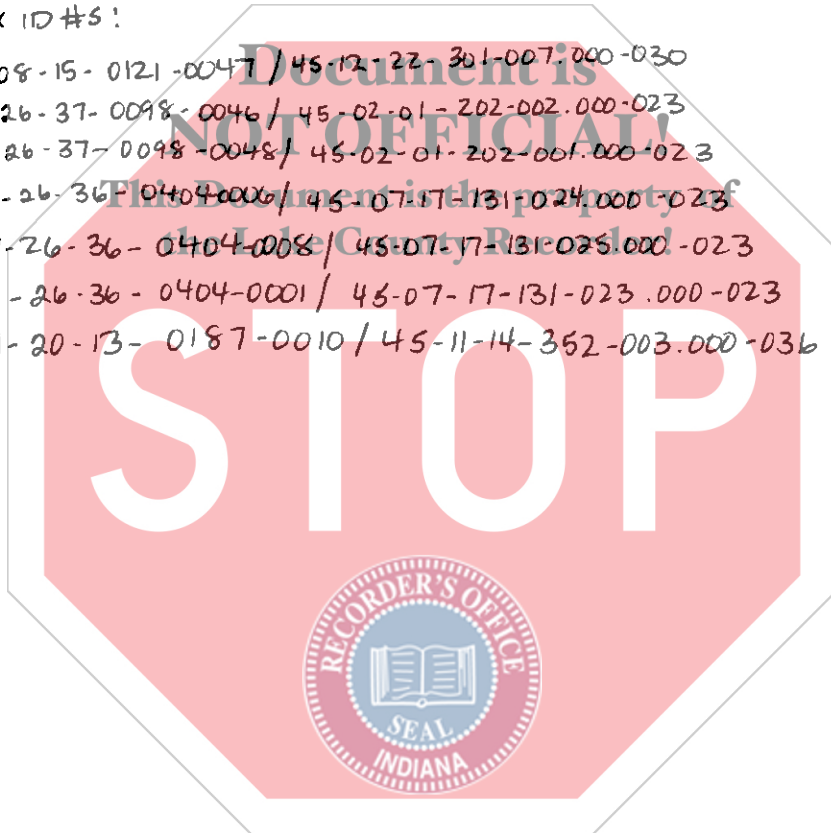
By: _____

Name: ROBERT STAMBOLIC

Title: PRESIDENT

TAX ID #S:

- Ⓐ 008-08-15-0121-0047 / 45-12-22-301-007.000-030
- Ⓑ 007-26-37-0098-0046 / 45-02-01-202-002.000-023
- Ⓒ 007-26-37-0098-0048 / 45-02-01-202-001.000-023
- Ⓓ 007-26-36-0404-0006 / 45-07-17-131-024.000-023
- Ⓔ 007-26-36-0404-0008 / 45-07-17-131-025.000-023
- Ⓕ 007-26-36-0404-0001 / 45-07-17-131-023.000-023
- Ⓖ 009-20-13-0187-0010 / 45-11-14-352-003.000-036



State of Illinois)
) §
County of Cook)

The within and foregoing instrument was acknowledged before me this 4 day
of Nov, 2008, by ROBERT STAMOBLIC who is the President of RM
PETROLEUM, INC, an Illinois corporation, on behalf of the company.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC
Printed Name: _____
My commission expires: _____



County of residence: Cook

I affirm under penalties for perjury, that I have taken reasonable care to redact
each Social Security Number in this document, unless required by law. Daniel D. Drew.



007-26-37-0098-0046

No: 620081659

007-26-37-0098-0048

Exhibit A 1

LEGAL DESCRIPTION

PARCEL 1: All that certain piece or parcel of land, being a part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, lying between the Northeastery 60 foot right of way line of Indianapolis Boulevard (Indianapolis Boulevard being 100 feet wide and being 60 feet wide on the Northeastery side of the original centerline and 40 feet wide on the Southwesterly side of the original centerline), and Consolidated Rail Corporation's (formerly Pittsburgh, Fort Wayne and Chicago Railroad Company), known as the Main Line Pittsburgh to Chicago and identified as Line Code 3202, in the Records of the United States Railway Association Property and having a frontage on Indianapolis Boulevard of 125 feet, situated in the City of Hammond, Township of North, County of Lake and State of Indiana, being more particularly bounded and described as follows:

Beginning at a point on the Northeastery 60 foot right of way line of Indianapolis Boulevard at the point of intersection of said Indianapolis Boulevard with the Northeastery-Southwesterly running 100 foot Southeast property line of said Consolidated Rail Corporation, said Northeastery-Southwesterly running 100 foot line makes an angle of 90 degrees with the Northeastery line of Indianapolis Boulevard; said point of beginning and intersection being approximately 575 feet Southeastery from the junction of the North line of said Section 1 and the Northeastery line of said Indianapolis Boulevard, as measured along said Northeastery line; said point of beginning also being found by measuring Northwestery along the original centerline of Indianapolis Boulevard from the centerline of Calumet Avenue, which is the East line of Section 1, a distance of 1997.15 feet to the centerline of Wolf River Channel; thence continuing Northwestery along the original centerline of Indianapolis Boulevard, 1698.52 feet; thence Northeastery at right angles 60 feet to the point of beginning; thence continuing Northeastery along the aforesaid 60 foot line, a distance of 100 feet; thence Southeastery, along the South line of said Consolidated Rail Corporation right of way, as sold by the Shedd Trustees to said Railroad on August 18, 1924, said South line marking an interior angle of 101 degrees measured Southwest through South to Southeast with aforesaid 100 foot line for a distance of 104.81 feet to a point on a line 120.0 feet Northeast of (measured at 90 degrees) and parallel to aforesaid Northeastery 60 foot right of way line of Indianapolis Boulevard; thence Northwestery on the last described parallel line, a distance of 227.89 feet to a point; thence Southwestery on a line marking an angle of 90 degrees to the last described line, a distance of 120.00 feet to a point on the Northeastery 60 foot right of way line of Indianapolis Boulevard, said point being 125.00 feet Northwestery (as measured along said Northeastery line of Indianapolis Boulevard), from the point of beginning; thence Southeastery 125.00 feet to the point of beginning, in Lake County, Indiana.

PARCEL II: That part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, lying between the Northeastery 60 foot right of way line of Indianapolis Boulevard (Indianapolis Boulevard being 100 feet wide and being 60 feet wide on the Northeastery side of the original centerline and 40 feet wide on the Southwesterly side of the original centerline) and the Pittsburgh, Fort Wayne and Chicago Railroad Co. property and having a frontage on Indianapolis Boulevard of 200 feet, in the City of Hammond, North Township, Lake County, Indiana, more particularly described as follows:

Beginning at a point on the Northeastery 60 foot right of way line of Indianapolis Boulevard at the point of intersection of said Indianapolis Boulevard with the Northeastery-Southwesterly running 100 foot Southeast property line of the railroad, said Northeastery-Southwesterly running 100 foot line making an angle of 90 degrees with the Northeastery line of Indianapolis Boulevard; said point of beginning and intersection being approximately 575 feet Southeastery from the junction of the North line of said Section 1 and the Northeastery line of said Indianapolis Boulevard, as measured along said Northeastery line (said point of beginning also being found by measuring Northwestery along the original centerline of Indianapolis Boulevard from the centerline of Calumet Avenue, which is the East line of said Section 1, a distance of 1997.15 feet to the centerline of Wolf River Channel; thence continuing Northwestery along the original centerline of Indianapolis Boulevard 1698.52 feet, thence Northeastery at right angles 60 feet to the point of beginning); thence continuing Northeastery along the aforesaid 60 foot line, a distance of 100 feet; thence Southeastery along the South line of the Pittsburgh, Fort Wayne and Chicago Railroad right of way, as sold by the Shedd Trustees to said railroad on August 18, 1924, said South line marking an interior angle of 101 degrees measured

LEGAL 6/98 SB



Southwest through South to Southeast with aforesaid 100 foot line, for a distance of 203.74 feet; thence Southwesterly along a line parallel to and 200 feet distant from aforesaid 100 foot line, for a distance of 138.88 feet to the Northeasterly 60 foot right of way line of Indianapolis Boulevard; thence Northwesterly along said 60 foot right of way line 200 feet to the point of beginning, in Lake County, Indiana.



CC6010 6/96 LB

No: 620081653

Exhibit A2
LEGAL DESCRIPTION

Part of the Northwest Quarter of the Southwest of Section 22, Township 35 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point on the South right-of-way line of U.S. Highway No. 30, which is 931.0 feet East of the West line of the above said Section 22 and running thence South, parallel with the West line of said Section 22, a distance of 220.0 feet; thence East, parallel with the South right-of-way line of said U.S. Highway No. 30, a distance of 200.0 feet; thence North 220.0 feet to the South right-of-way line of the above said 200.0 foot wide Highway No. 30; thence West along the South right-of-way line of said Highway, 200.0 feet to the place of beginning, excepting therefrom the North 40.0 feet thereof, in the Town of Merrillville, in Lake County, Indiana.

008-08-15-0121-0047



LEGAL 6/99 SB

No: 620081652

Exhibit A 3

LEGAL DESCRIPTION

Parcel 1:

Lots 1, 2, 3, 4 and 5 and the North 10 feet of the vacated alley adjoining and lying South of said Lot 5, Block 24, Unit 7 of Woodmar, in the City of Hammond, as per plat thereof, recorded in Plat Book 16, page 34, in the Office of the Recorder of Lake County, Indiana.

Parcel 2:

Lots 6, 7 and 8 and the South 10 feet of the vacated alley adjoining and lying North of said Lot 6, Block 24, Unit 7 of Woodmar, in the City of Hammond, as per plat thereof, recorded in Plat Book 16 page 34, in the Office of the Recorder of Lake County, Indiana.

007-26-36-0404-0001

007-26-36-0404-0006

007-26-36-0404-0008



No: 620081654

Exhibit A4

LEGAL DESCRIPTION

Lot 8, except the South 50 feet thereof, and all of Lot 9, Cline Avenue Addition, as per plat thereof, recorded in Plat Book 35, page 91, in the Office of the Recorder of Lake County, Indiana, excepting therefrom that part conveyed to the State of Indiana by Warranty Deed recorded December 30, 1999 as Document No. 99109248, as follows: Being all that part of land described in Instrument No. 783356 lying within the right of way lines depicted on Route Survey Plat of Indiana Department of Transportation Project NH-2001(11) recorded September 24, 1997 as Document No. 97064461, in the Office of the Recorder of Lake County, Indiana and being more particularly described as follows: Beginning at the Northwest corner of said Lot 9; thence South 76 degrees 47 minutes 00 seconds East 3.763 meters (12.35 feet) along the Northern line of said Lot 9 to a point designated as "G" on said Route Survey Plat; thence South 0 degrees 30 minutes 03 seconds East 66.911 meters (219.52 feet) to a point on the North line of the South 50 feet of said Lot 8; thence North 89 degrees 18 minutes 24 seconds West 3.657 meters (12.00 feet) along the North line of the South 50 feet of said Lot 8 to the West line of said lot; thence North 0 degrees 30 minutes 03 seconds West 67.727 meters (222.20 feet) along the West line to the point of beginning.

009-20-13-0187-0010



LEGAL 6/98 SB

EXHIBIT B



Exhibit B
Soil Analytical Results

Sample ID	Sample Date	Sample Depth (feet)	Benzene	Toluene	Ethylbenzene	Xylene	MTBE	TPH-GRO	TPH-DRO/ TPH-ERO
RISC RDCLs			0.034	13	12	170	0.18	120	230
RISC IDCLs			0.35	160	240	170	3.9	1,500	2,300
RISC Construction Worker Limits*			560	49,000	29,000	4,800	65,000	4,300*	5,800*
B-3	2/16/1999	2-4	0.11	0.008	<0.005	<0.005	<0.005	<0.2	37
B-12*	10/28/2003	2-4	0.08	0.38	0.41	1.57	0.032	<20	<20
B-12*	10/28/2003	8-10	8.4	130	73	308	<1	1,700	440
B-13*	10/28/2003	2-4	0.36	2.7	28	101	<0.1	650	110
B-14*	10/28/2003	2-4	0.63	0.21	0.57	1.6	0.038	<20	26
B-14*	10/28/2003	6-8	1.3	12	12	44.4	<0.1	370	65
B-15*	10/28/2003	4-6	<0.25	0.31	42	133	<0.25	1,700	450
HA-1*	2/16/2002	4-6	0.067	<0.01	0.11	0.049	<0.01	<20	<20
MW-3*	6/16/2009	4-6	<0.1	<0.1	3	9.19	-	120	74
MW-3*	6/16/2009	8-10	0.049	<0.005	0.11	0.418	-	2.6	<20
RW-1*	11/28/2007	6-7	2.71	2.06	7.29	19.7	<6.24	1,890	77

Bold indicates result above IDEM RISC Residential Default Closure Levels (RDCLs)

Bold and italics indicates result above IDEM RISC Industrial Default Closure Levels (IDCLs)

TPH-GRO = Total Petroleum Hydrocarbons-Gasoline Range Organics

TPH-DRO = Total Petroleum Hydrocarbons-Diesel Range Organics

TPH-ERO = Total Petroleum Hydrocarbons-Extended Range Organics

MTBE = Methyl-tert-butyl-ether

Results in milligrams per kilogram (mg/kg)

*** Indicates soil sample was saturated. Per Chapter 3 of Risk Users Guide dated 8/26/08, the PECs can only be calculated from unsaturated soils. Analytical results from saturated soils should not be compared to the Closure Levels.

+ = Construction worker levels were not available, therefore Industrial Direct Contact Levels were utilized.

Exhibit B
Historical Groundwater Analytical Results

Well #	Date Sampled	Groundwater Elevation Data	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
RISC RDCL			5	1,000	700	10,000	40
RISC IDCL			52	8,200	10,000	20,000	720
MW-5	6/8/10	93.97	<i>4,269</i>	100.1	<i>2,552</i>	3,123.9	<i>100.1</i>

Results Expressed in Micrograms per Liter (ug/L)

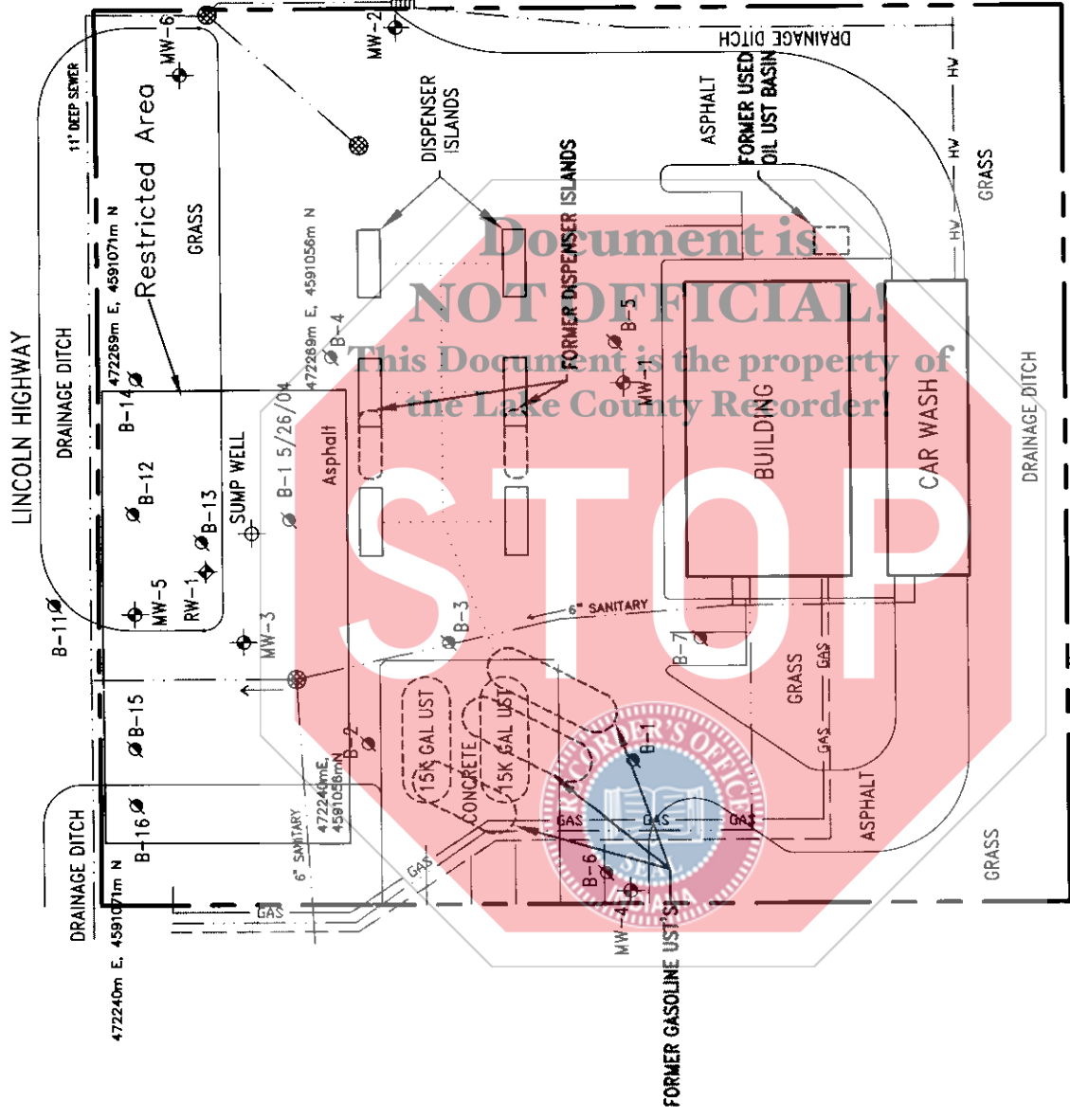
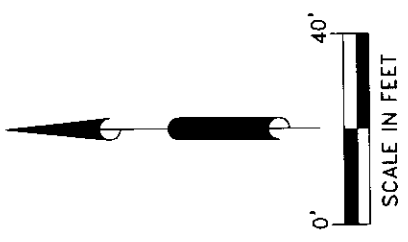
Results shown in **Bold** Exceed the 2004 IDEM RISC Residential Default Closure Levels.

Results shown in ***Italics*** Exceed the 2004 IDEM RISC Industrial Default Closure Levels.



EXHIBIT C





- LEGEND**
- RW-1 REMEDIATION WELL
 - B-11 SOIL BORING
 - MW-1 MONITORING WELL
 - PROPERTY LINE
 - STORM SEWER
 - ELECTRIC LINE (UG)
 - TELEPHONE LINE
 - GAS
 - HV
 - WATER LINE
 - PRODUCT LINE
 - CATCH BASIN
 - ▣ STORM SEWER CASTING

GEORGIA PLACE (FRONTAGE ROAD)

CONFIDENTIAL - ALL RIGHTS RESERVED - PROPERTY OF



INDIANAPOLIS, INDIANA

EXHIBIT C - SITE MAP

721 LINCOLN HIGHWAY MERRILLVILLE, INDIANA

CLIENT: SHELL OIL COMPANY JOB NUMBER: 49233252

SCALE: 1" : 40' FIGURE NUMBER: 1 DATE: 8/22/08 REV: 0