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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 010482

2014 FEB 21 AM 9:17

MICHAEL B. BROWN
LIMITED WARRANTY DEED RECORDER

(Parcel 2)

THIS INDENTURE WITNESSETH that INEOS USA LLC, (successor to Innovene USA LLC, successor to O & D USA LLC) a Delaware limited liability company ("Grantor"), BARGAINS, SELLS AND CONVEYS to TILDE COMMERCIAL PROPERTIES, LLC an Indiana limited liability company ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Lake County, Indiana:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE ("Parcel 2").

SUBJECT TO the following: (i) all easements, rights-of-way, covenants, conditions, restrictions, encumbrances, reservations, water and/or mineral rights and other matters apparent or of record including, without limitation, those matters listed in Exhibit B attached hereto and made a part hereof; (ii) all current, non-delinquent real estate taxes and assessments; (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts revealed or discovered by a physical inspection or accurate ALTA survey of the Land; (iv) all liens and encumbrances created or suffered by Grantee; and (v) all zoning and other governmental laws, codes, ordinances, and restrictions now or hereafter in effect in so far as these affect Parcel 2.

Grantor covenants and warrants that said Parcel 2 is free of any encumbrance made or suffered by said Grantor except those set forth above, and that Grantor and its successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

The undersigned person executing this Limited Warranty Deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this Limited Warranty Deed to Grantee; that Grantor has full limited liability capacity to convey Parcel 2

FIDELITY NATIONAL
TITLE COMPANY

92009-6571

FULLY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

FEB 14 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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SR

described herein; and that all necessary limited liability company action for the making of such conveyance has been taken and done. The undersigned person further represents and certifies as follows: (a) O & D USA LLC, a Delaware limited liability company, filed a certificate of amendment with the Delaware Secretary of State on May 24, 2005, which certificate of amendment was effective June 1, 2005, changing its name from O & D USA LLC, a Delaware limited liability company, to Innovene USA LLC, a Delaware limited liability company; and (b) Innovene USA LLC, a Delaware limited liability company, filed a certificate of amendment with the Delaware Secretary of State on May 31, 2006, which certificate of amendment was effective June 16, 2006, changing its name from Innovene USA LLC, a Delaware limited liability company, to Ineos USA LLC, a Delaware limited liability company, the Grantor of this Limited Warranty Deed.

As part of the consideration for the conveyance of Parcel 2 to Grantee, this conveyance is subject to the following restriction, which shall be a covenant running with Parcel 2 and any improvements thereon and shall be binding upon Grantee and Grantee's successors and assigns:

Parcel 2 and any improvements thereon shall not be owned or operated at any time by any person or entity for the business of manufacturing of C4 or raffinate-1 or any related business (the "Prohibited Business"), or for conducting any activity that is necessary or incidental to the Prohibited Business (collectively, the "Restriction"). The foregoing Restriction is for the benefit of Grantor and its successors and assigns, and is binding upon all successive owners and occupants of Parcel 2 and any improvements thereon. Any violation by Grantee or Grantee's successors or assigns of the Restriction will cause Grantor and its successors and assigns to suffer irreparable harm for which Grantor will not have an adequate remedy at law. Therefore, if Grantee, or its successors or assigns, threatens to violate or actually violates the Restriction, Grantor and its successors and assigns shall be entitled to injunctive relief, including but not limited to, temporary restraining orders and/or preliminary or permanent injunctions to restrain or enjoin any violation or threatened violation of the Restriction, without having the necessity of notice or a bond. Grantor and its successors and assigns' right to injunctive relief shall be in addition to, and not in lieu of, any other legal or equitable remedies that may be available to Grantor and its successors and assigns, including but not limited to, monetary damages, including reasonable attorneys' fees and lost profits. Notwithstanding anything in this Restriction to the contrary, any manufacturing of C4 or raffinate-1 or any related business by BP Products North America Inc., a Delaware corporation ("BP") or entity who controls, is controlled by, or is under common control with BP shall not be deemed a "Prohibited Business" subject to this Restriction.



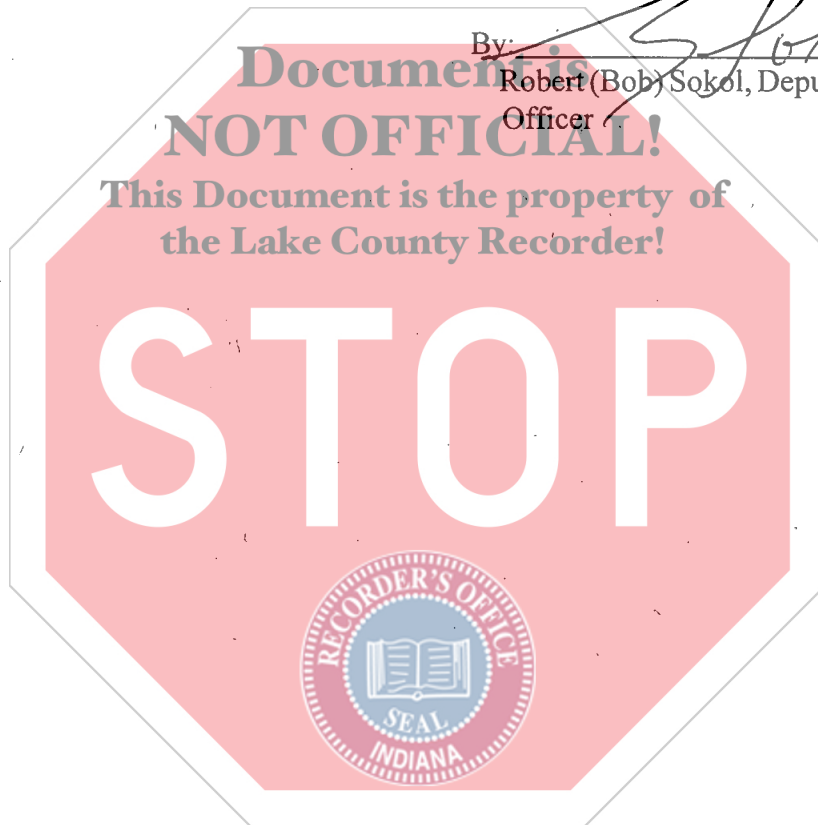
THIS LIMITED WARRANTY DEED TRANSFERS GRANTOR'S RIGHT, TITLE AND INTEREST IN PARCEL 2 ONLY AND DOES NOT TRANSFER GRANTOR'S RIGHT TITLE AND INTEREST, IF ANY, IN ANY IMPROVEMENTS.

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed effective as of December 3, 2012 (the "Effective Date").

GRANTOR:

INEOS USA LLC, a Delaware limited liability company

By: 
Robert (Bob) Sokol, Deputy Chief Financial Officer



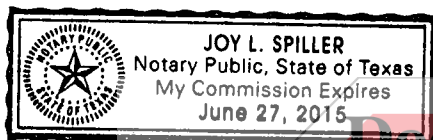
STATE OF TEXAS)
)
) SS:
COUNTY OF HARRIS)

Before me, a Notary Public in and for said County and State, personally appeared Robert (Bob) Sokol, Deputy Chief Financial Officer of Grantor, who acknowledged the execution of the foregoing Limited Warranty Deed for and on behalf of said Grantor, and stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 3 day of DECEMBER, 2012.

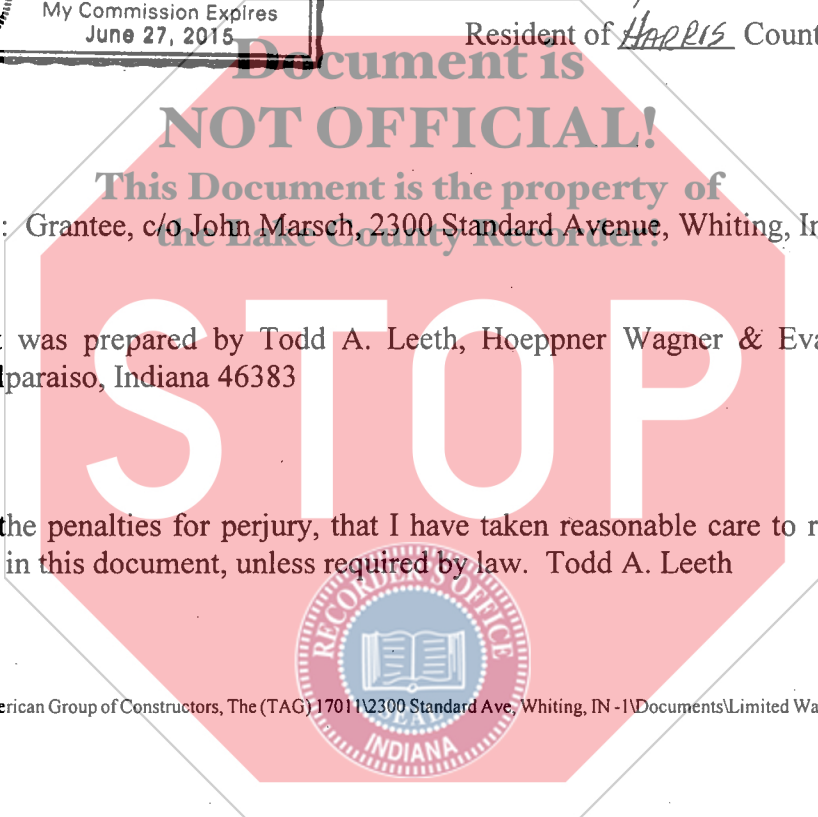
My Commission Expires: _____

Signature Joy Spiller



Printed Joy Spiller

Resident of HARRIS County, State of Tx



Send tax bills to: Grantee, c/o John Marsch, 2300 Standard Avenue, Whiting, Indiana.

This Instrument was prepared by Todd A. Leeth, Hoepner Wagner & Evans LLP, 103 E. Lincolnway, Valparaiso, Indiana 46383

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. Todd A. Leeth

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Parcel 2:

A part of the East half of the Southeast ¼ 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; 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 to the Point of Beginning; thence North 42°35'45" East, a distance of 79.96 feet; thence South 47°24'15" East, a distance of 170.67 feet; thence South 42°35'45" West, a distance of 29.46 feet; thence North 47°24'15" West, a distance of 70.12 feet; thence South 42°35'45" West, a distance of 20.50 feet; thence Westerly on a curved line with a 30.00 foot radius concave to the North for an arc distance of 47.12 feet (Chord S 87 degrees 35 minutes 45 seconds W / Distance 42.43 feet); thence North 47°24'15" West, a distance of 70.55 feet to the Point of Beginning.

Parcel No.: Part of 45-03-08-400-004.000-025

Commonly known as: 2300 Standard Avenue, Whiting, Indiana 46394
Grantee Address: 5020 Columbia Avenue, Hammond, Indiana 46237

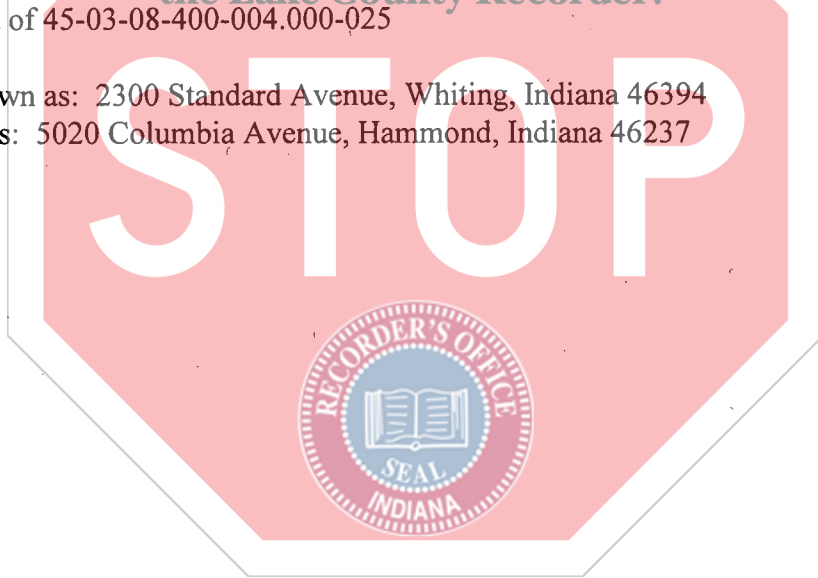


EXHIBIT B

1. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken for or lying within Standard Avenue.
2. Easement dated November 1, 1976, and recorded November 18, 1976, as Document No. 380055, made by Amoco Oil Company, a Maryland corporation, to Union Carbide Corporation, a New York corporation.
3. Easement for purpose of pedestrian and vehicular access contained in a Warranty Deed made by New York Central Railroad in favor of Carbide and Carbon Chemicals Company dated April 30, 1934, and recorded May 21, 1934, in deed record 518 page 219.
4. Reservation contained in a deed from Union Carbide Corporation, a New York corporation, to Louisiana Chemical Equipment Company, Inc., dated December 8, 1977, recorded December 29, 1977, as Document No. 446710.
5. Terms and Provisions of a deed from Consolidated Rail Corporation to the City of Whiting, Indiana dated December 8, 1994, and recorded May 16, 1995, as Document No. 95026816.
6. Rights of the public and quasi-public in and to Power Poles, Light Poles, signs, Catch Basin/Inlet, Curb Drains, Gate Telephone, Flag Pole, Manholes, Vaults, Water Line, Steel Bollard, Sign or Billboard, Deciduous Tree w/Trunk, Overhead Lines, Chain Link Fences as evidenced on the ALTA/ACSM Land Title Survey prepared by Torrenga Surveying LLC, dated September 31, 2009, as Job No. 0565-09.
7. Terms and Provisions of Resolution No. WRC 2004-01, Resolution of the Whiting Redevelopment Commission confirming a Resolution designating the Revitalization Area recorded February 2, 2004, as Document No. 2004 008891.
8. Terms and Provisions of Resolution No. WRC 2008-09, an amending Declaratory Resolution No. 6 to supplement and amend the Redevelopment Plan recorded June 19, 2008, as Document No. 2008 044922.
9. Terms and Provisions of a Reciprocal Easement Agreement made by and between BP Products North America, a Delaware corporation, and O & D USA LLC, a Delaware limited liability company, dated April 1, 2005, and recorded March 31, 2006, as Document No. 2006 026446, as amended by Agreement Relating to Reciprocal Easement Agreement dated December 17, 2009, executed and delivered by BP Products North America Inc, Ineos USA LLC, and Tilde Commercial Properties LLC, and recorded concurrently with the deed to which this Exhibit B is attached.