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MICHAEL B. BROWN
RECORDER

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Environmental Restrictive Covenant

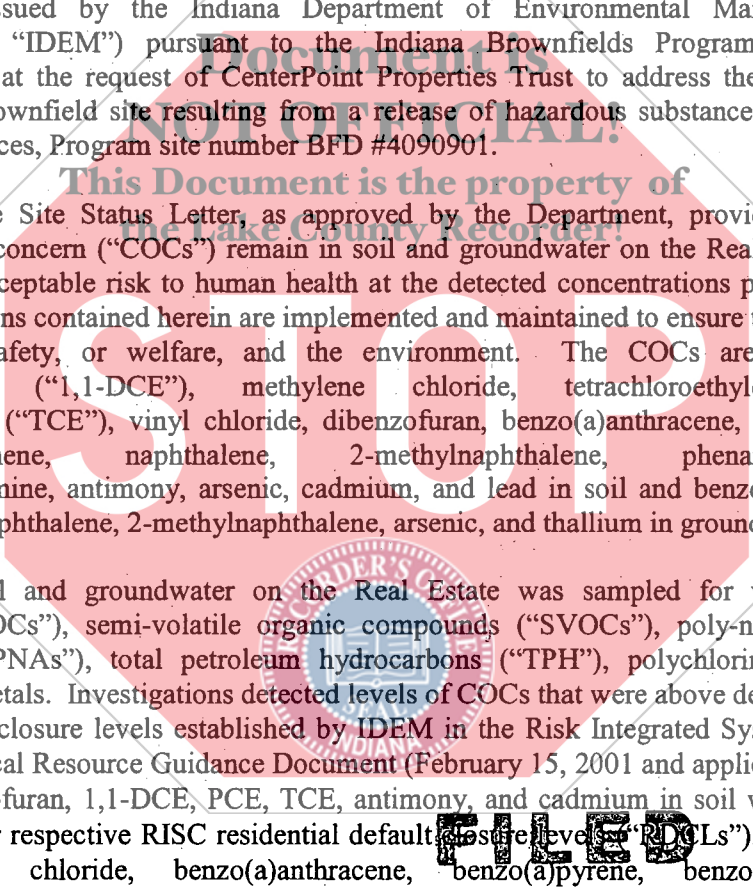
THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 30th day of April, 2014 by Duke 4407 Railroad Holdings, LLC, MW 4407 Railroad Holdings, LLC, and RW 4407 Railroad Holdings, LLC (collectively, "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 4407 Railroad Avenue in East Chicago and more particularly described in the attached **Exhibit "A"** ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on February 28, 2008, and recorded on May 8, 2009, as Deed Record 200903804, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of 35.62 acres and is also identified by the county by parcel identification numbers: 45-03-29-276-003.000-024, 45-03-29-277-001.000-024, 45-03-29-427-001.000-024, 45-03-29-276-004.000-024, 45-03-29-276-005.000-024, and 45-03-29-426-001.000-024. The Real Estate to which this Covenant applies is depicted on a map attached hereto as **Exhibit "B."**

WHEREAS: A Site Status Letter, a copy of which is attached hereto as **Exhibit "C,"** was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of CenterPoint Properties Trust to address the redevelopment potential of a brownfield site resulting from a release of hazardous substances, petroleum, or regulated substances, Program site number BFD #4090901.

WHEREAS: The Site Status Letter, as approved by the Department, provides that certain contaminants of concern ("COCs") remain in soil and groundwater on the Real Estate but will not pose an unacceptable risk to human health at the detected concentrations provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are benzene, 1,1-dichloroethylene ("1,1-DCE"), methylene chloride, tetrachloroethylene ("PCE"), trichloroethylene ("TCE"), vinyl chloride, dibenzofuran, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, naphthalene, 2-methylnaphthalene, phenanthrene, n-nitrosodiphenylamine, antimony, arsenic, cadmium, and lead in soil and benzene, PCE, TCE, vinyl chloride, naphthalene, 2-methylnaphthalene, arsenic, and thallium in groundwater.

WHEREAS: Soil and groundwater on the Real Estate was sampled for volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs"), poly-nuclear aromatic hydrocarbons ("PNAs"), total petroleum hydrocarbons ("TPH"), polychlorinated biphenyls ("PCBs"), and metals. Investigations detected levels of COCs that were above default residential and/or industrial closure levels established by IDEM in the Risk Integrated System of Closure ("RISC") Technical Resource Guidance Document (February 15, 2001 and applicable revisions). Benzene, dibenzofuran, 1,1-DCE, PCE, TCE, antimony, and cadmium in soil were detected at levels above their respective RISC residential default closure levels ("RDCLs"); and methylene chloride, vinyl chloride, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, naphthalene, 2-methylnaphthalene, phenanthrene, n-nitrosodiphenylamine, arsenic, and lead in



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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soil were detected at levels above their respective RISC industrial default closure levels ("IDCLs") and/or a calculated Site-specific closure level (for arsenic). Benzene, TCE, naphthalene, 2-methylnaphthalene, arsenic, and thallium were detected in groundwater at levels above their respective RISC RDCLs and PCE and vinyl chloride were detected in groundwater at levels above their respective IDCLs. The COCs identified on the Real Estate above applicable RISC closure levels are listed on Tables 1 and 2 in **Exhibit "D,"** which is attached hereto and incorporated herein. A site map, attached hereto as **Exhibit "E,"** depicts the sample locations at which COCs were detected above applicable closure levels on the Real Estate.

WHEREAS: As further explained in the Site Status Letter, notwithstanding these exceedances, IDEM approved a non-default industrial closure of environmental conditions on the Real Estate under RISC because 1) statistical analysis (upper confidence limit ("UCL") calculation) of the arsenic levels detected in soil on the Real Estate did not exceed the IDCL for direct contact exposure or the construction worker scenario for direct contact exposure; 2) potable water is supplied by a municipal source to the Real Estate; 3) a direct contact exposure pathway to soil contamination does not exist because the Real Estate is covered with the concrete floor of a building, paved with a driveway, or covered by a parking area; 4) the potential for the intrusion of contaminated vapors into indoor air was analyzed and determined not to be a risk on the Real Estate; and, 5) the potential exposure pathways to soil and groundwater contamination detected on the Real Estate can be addressed through this Covenant. So long as the Real Estate is maintained to uphold the land use restrictions outlined below, current environmental conditions on the Real Estate satisfy non-default RISC criteria for industrial use of the property.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department's Virtual File Cabinet on the Web at: <http://www.in.gov/idem/4101.htm>.

NOW THEREFORE, Duke 4407 Railroad Holdings, LLC, MW 4407 Railroad Holdings, LLC, and RW 4407 Railroad Holdings, LLC subject the Real Estate to the following restrictions and provisions, which shall be binding on Duke 4407 Railroad Holdings, LLC, MW 4407 Railroad Holdings, LLC, and RW 4407 Railroad Holdings, LLC and all future owners:

I. RESTRICTIONS

1. Restrictions. The Owners:

- (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, without prior Department approval, 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 unless planting are placed in raised beds filled with "clean" soil (demonstrated not to contain contaminants of concern above residential direct contact screening levels in the Department's Remediation Closure Guide (March 22, 2012 and applicable revisions).
- (d) Neither engage in nor allow excavation of soil below 2 feet anywhere on the Real Estate without first submitting a work plan for approval by the Department at least sixty (60) days prior to beginning work. Any removal, excavation or disturbance of soil from under the existing building slabs on the Real Estate must be conducted in accordance with all applicable requirements of IOSHA/OSHA and any soil that is removed, excavated or disturbed from below two feet below ground surface on the Real Estate must be managed and disposed of in accordance with all applicable federal and state laws and regulations.
- (e) Shall sample and analyze for the COCs identified on Table 1 on **Exhibit D** any soil removed from the Affected Areas on the Real Estate depicted on **Exhibit F (Figures SSL-3A and SSL-3B)** and handle any such excavated soils according to applicable regulations for reuse or disposal.

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 Owners of the Real Estate and the Owners' successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control ("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 all or any part of the Real Estate by any person shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to 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 Owners shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restrictions set forth in paragraph 1 above are being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), and inspect records.
- 5. Written Notice of the Presence of Contamination. Owners 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.

6. Notice to Department of the Conveyance of Property. Owners agree 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). Owners must provide the Department with the notice within thirty (30) days of the conveyance and include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), and (c) the name and business address of the transferee.
7. 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

8. 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 the Department 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, the Department 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. Owners agree that the provisions of this Covenant are enforceable and agree not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that contaminants of concern on the Real Estate no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. 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, Owners 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

11. 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.
12. 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 Owners from complying with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, applicable 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.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

Mr. Martin Schnee
Duke 4407 Railroad Holdings, LLC
MW 4407 Railroad Holdings, LLC
RW 4407 Railroad Holdings, LLC
4706 18th Avenue, Suite 200
Brooklyn, New York 11204

To Department:

Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: John Morris

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

15. 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.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owners of the Real Estate or is the authorized representative of the Owners, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

EXHIBIT A

Deed for the Real Estate



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This instrument was prepared by:

Moshe Weg
Frenkel Hershkowitz & Shafran LLP
16 East 34th Street
New York, NY 10016

2009 030804

INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL A. BROWN
RECORDER

MAIL TO:
Stewart Title Guaranty Company
NTS - Chicago Division
2 N. LaSalle Street, Suite 1400
Chicago, IL 60602
File # 070302081

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SPECIAL WARRANTY DEED
Indiana

THIS INDENTURE, made as of the 28th day of February, 2008, between 4407 Railroad Holdings LLC, a Delaware limited liability company ("Grantor") to and in favor of Duke 4407 Holdings LLC, an Indiana limited liability company ("Duke"), as to an 87.94% interest, MW 4407 Holdings LLC, an Indiana limited liability company ("MW"), as to an 3.18% interest and RW 4407 Holdings LLC an Indiana limited liability company ("RW"), as to an 8.88% interest, as tenants-in-common (Duke, MW and RW collectively, the "Grantee"). WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged by these presents does hereby GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee and to its successors and assigns, FOREVER, all the real estate, situated in the County of Lake and State of Indiana known and described in Exhibit A attached hereto and by this reference made a part hereof, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the tenements, hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises as above described, with the tenements, hereditaments and appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything which would or might encumber, charge, or in any manner affect the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND the said premises against all persons lawfully claiming any right, title or interest in or to the same by or through any actions of Grantor, subject to the matters set forth below and in Exhibit B attached hereto and made a part hereof.

This conveyance is expressly made subject to the following Note and Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement:

That certain Promissory Note ("Note") dated July 29, 2007, in the original principal sum of \$7,760,000.00, executed by Grantor and 425 West 151st Holdings LLC, a Delaware limited liability company, being payable as therein provided in favor of Lake County Mortgage LLC, an Indiana limited liability company, and secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement of even date with the Note, ("Mortgage"), encumbering the Property, recorded on July 23, 2007 as Document Number 2007-059712.

007051

DATE ENTERED FOR TAXATION: 11/08/08
FINAL RESISTANCE FOR TRANSFER
MAY 08 2009
REGINA KATONA
LAKE COUNTY AUDITOR

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IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents the day and year first above written.

4407 Railroad Holdings LLC, a Delaware limited liability company

By: Gold Street I, LLC, a New York limited liability company, its sole member

By: _____
Name: Marvin Schnee
Title: Member

STATE OF NY)
COUNTY OF (WMP)

I, Joshua Ostrich, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marvin Schnee, as member of Gold Street I, LLC, a New York limited liability company, the sole member of 4407 Railroad Holdings LLC, a Delaware limited liability company and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member of Gold Street I, LLC, the sole member of 4407 Railroad Holdings LLC, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of Gold Street I, LLC, the sole member of 4407 Railroad Holdings LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of February, 2008.

JOSHUA OSTRICH
Notary Public, State of New York
No. 01089147153
Qualified in Kings County
Commission Expires 02/28/10

Notary Public

AFTER RECORDING RETURN TO:

Send subsequent Tax Bills to:

Moshe Weg, Esquire
Frankel, Hershkowitz & Shafan LLP
16 East 34th Street
New York, NY 10016

Duke 4407 Holdings LLC
c/o Read Property Group LL
4706 18th Avenue, Suite 200
Brooklyn, NY 11204

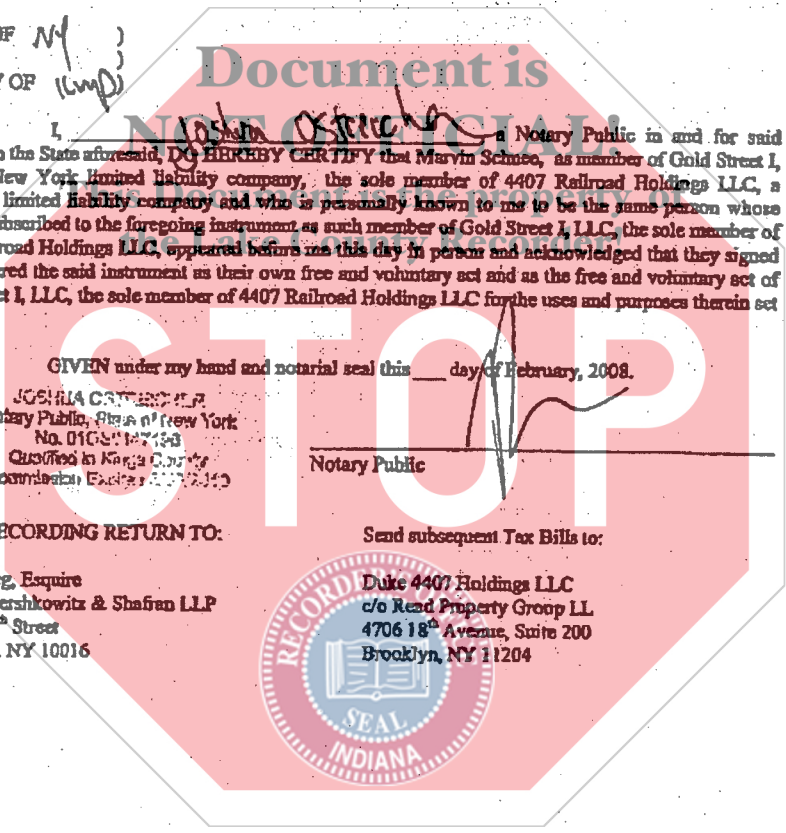


EXHIBIT A

LEGAL DESCRIPTION

EAS-1: The non-exclusive easement for ingress and egress as created by the plat of East Chicago Enterprise Center, over and across part of Lots 2, 3, and 4 in said subdivision.

EAS-2: The non-exclusive easement created in easement agreement dated August 23, 1991, recorded November 14, 1991, as Document No. 91057772, upon the terms, covenants and conditions therein provided, as modified by First Amendment to Easement Agreement dated May 24, 1993 and recorded June 22, 1993 as Document No. 93040205.

Parcel 1: MAIN PARCEL

Lots 1, 2, 3 and 4, in East Chicago Enterprise Center, to the City of East Chicago, Lake County, as shown in Plat Book 73, page 78, re-recorded in Plat Book 74, page 35, as Document No. 93034923, in Lake County, Indiana, more particularly described as a parcel of land situated in the Northeast Quarter and the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, bounded and described as follows: Beginning at the intersection of the East line of Railroad Avenue with the North line of the South Chicago and Southern Railroad (Baltimore and Ohio Chicago Terminal Railroad Company), said point also being the Southwest corner of said Lot 3; thence North 00 degrees 09 minutes 50 seconds East, being an assumed bearing on the East line of said Railroad Avenue, 654.14 feet; thence South 89 degrees 50 minutes 10 seconds East 21.50 feet; thence North 00 degrees 09 minutes 50 seconds East, on the East line of said Railroad Avenue, 562.11 feet; thence North 7 degrees 49 minutes 56 seconds East, 82.43 feet; thence South 89 degrees 55 minutes 35 seconds East, 42.56 feet; thence South 88 degrees 51 minutes 10 seconds East 40.01 feet; thence North 00 degrees 04 minutes 25 seconds East; 29.01 feet to the North line of said Lot 1; thence South 88 degrees 51 minutes 10 seconds East; on the North line of said Lot 1, a distance of 842.56 feet; thence South 43 degrees 51 minutes 10 seconds East 41.02 feet; thence North 88 degrees 51 minutes 10 seconds West, 141.13 feet; thence South 00 degrees 05 minutes 13 seconds West, 18.0 feet; thence Southeasterly 194.54 feet (195.0 feet per deed) on the arc of a curve, concave to the Southwest, having a radius of 218.96 feet with a chord bearing of South 62 degrees 47 minutes 02 seconds East and a chord distance of 188.21 feet; thence South 88 degrees 54 minutes 50 seconds East 11.12 feet; thence South 23 degrees 33 minutes 37 seconds East, 55.0 feet to the West line of the Indiana Harbor Belt Railroad; thence South 00 degrees 00 minutes 45 seconds West, on the West line of said Indiana Harbor Belt Railroad, 1113.14 feet to the North line of said South Chicago and Southern Railroad, also being the Southeast corner of said Lot 3; thence South 89 degrees 12 minutes 22 seconds West, on the North line of said South Chicago and Southern Railroad, also being the South line of said Lot 3, a distance of 1048.82 feet (1048.73 feet per deed) to the point of beginning, all in Lake county, Indiana.

EXCEPTING Lot One in East Chicago Enterprise Center, to the City of East Chicago, Lake County, Indiana, as shown in Plat Book 73, Page 78, re-recorded in Plat Book 74, Page 35, as Document Number 3034923, in Lake County, Indiana.

Parcel 2: EAST PARCEL

A parcel of land situated in the Northeast Quarter and the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Northeast Quarter of said Section 29; thence North 88 degrees 52 minutes 24 seconds West, being an assumed bearing on the East and West center line of said Section 29, a

distance of 100.0 feet to the West line of the Indiana Harbor Canal Waterway, also being a line parallel to and 100.0 feet West of the East line of the Northeast Quarter of said Section 29, for the point of beginning; thence North 00 degrees 00 minutes 04 seconds East, on the West line of said Waterway, 919.0 feet; thence South 88 degrees 55 minutes 31 seconds West, 35.20 feet; thence South 16 degrees 27 minutes 31 seconds West, 147.10 feet to a point of curve, thence Southwesterly 60.13 feet, (59.13 feet per deed) on the arc of a curve, concave to the Southeast, having a radius of 531.44 feet, with a chord bearing of South 12 degrees 50 minutes 02 seconds West and a chord distance of 60.10 feet to the East line of the Indiana Harbor Belt Railroad; thence South 00 degrees 00 minutes 45 seconds West, on the East line of the Indiana Harbor Belt Railroad, 915.02 feet; thence North 88 degrees 26 minutes 02 seconds West, 10.50 feet; thence South 00 degrees 00 minutes 45 seconds West, on the East line of the Indiana Harbor Belt Railroad, 245.86 feet to the North line of the South Chicago and Southern Railroad (Baltimore and Ohio Chicago Terminal Railroad Company); thence North 89 degrees 12 minutes 22 seconds East, on the North line of said South Chicago and Southern Railroad, 100.0 feet to the West line of the Indiana Harbor Canal Waterway; thence North 00 degrees 07 minutes 34 seconds East, on the West line of said waterway, 439.23 feet to the point of beginning, all in Lake County, Indiana.

Common Address: 4407 Railroad, East Chicago, Indiana

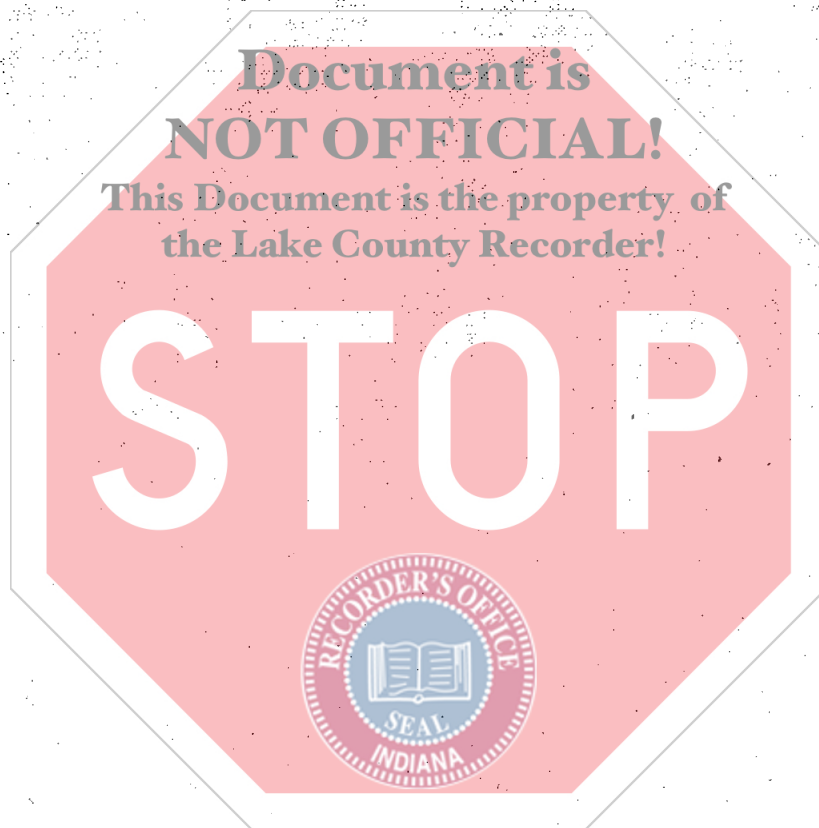


EXHIBIT B

Permitted Exceptions

1. Taxes not yet due and payable.
2. Unrecorded leases with Randall Metals, Robinson Steel Company, Newco, Inc, Electric Coating Technologies LLC, Street Sales & Services and Illiana Steel, Inc.
3. Railroad rights of ways, switches and spur tracks shown on survey prepared by Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
4. Rights of the public, the State of Indiana and/or municipality and others in and to that part of the land taken for or lying within Railroad Avenue as shown on Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
5. Easement in document recorded June 2, 1890 in Deed Record 47, page 483.
6. Easements and grants in deed recorded July 11, 1947, in Deed record 786, page 202, and in a grant of easement recorded July 11, 1947, in Miscellaneous Record 472, page 182.
7. Mineral rights of USA reserved in Quit Claim Deed recorded March 16, 1950 in Deed Record 857, page 109.
8. Covenants, conditions and agreements in Quit Claim Deed recorded June 16, 1955 as Document No. 849594.
9. Easement Agreement recorded November 14, 1991 as Document No. 91057772.
10. Declaration of Covenants recorded June 30, 1993 as Document No. 93042490.
11. 30 foot ingress and egress easement affecting land and shown in plat of subdivision.
12. Rights of public, the State of Indiana and/or municipality and others in and to that part of the land taken for or used for road purposes as shown on survey prepared by Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
13. Rights of way for drainage tiles, ditches, feeders and laterals, as shown on survey prepared by Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
14. Possible lack of ingress and egress as shown on survey prepared by Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
15. Encroachment of parking spaces over the ingress-egress easement as shown on survey prepared by Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
16. Rights of USA under deed recorded April 15, 1889 in Deed Record 44, page 478.
17. Terms and provisions of Non-Exclusive Easements set forth in Exhibit A.
18. Disclosure document recorded July 18, 2006 as Document No. 2006 062080.

19. Survey recorded August 16, 2006 as Document No. 2006 0723777 in Survey Record 15, page 53.
20. Grant of Access License dated June 29, 2007 by CIF4 LLC a Delaware limited liability company.
21. Easement recorded July 16, 2007 as Document No. 2007-57529.



This instrument was prepared by:

Moshe Weg
Frenkel Hershkowitz & Shafran LLP
16 East 34th Street
New York, NY 10016

2009 030806

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 MAY -8 AM 11:44
MICHAEL A. BROWN
RECORDER

MMLTD
Stewart Title Guaranty Company
NTS - Chicago Division
2 N. LaSalle Street, Suite 1400
Chicago, IL 60602
File # 01037083
Bethma Anderson

374

SPECIAL WARRANTY DEED
Indiana

THIS INDENTURE, made as of the 28th day of February, 2008, between 4407 Land LLC, a Delaware limited liability company ("Grantor") to and in favor of Duke 4407 Land Holdings LLC, an Indiana limited liability company ("Duke"), as to an 87.94% interest, MW 4407 Land Holdings LLC, an Indiana limited liability company ("MW"), as to an 3.18% interest and RW 4407 Land Holdings LLC an Indiana limited liability company ("RW"), as to an 8.88% interest, as tenants-in-common (Duke, MW and RW collectively, the "Grantee"). WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged by these presents does hereby GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee and to its successors and assigns, FOREVER, all the real estate, situated in the County of Lake and State of Indiana known and described in Exhibit A attached hereto and by this reference made a part hereof, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the tenements, hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it **WILL WARRANT AND DEFEND** the said premises against all persons lawfully claiming any right, title or interest in or to the same by or through any actions of Grantor, subject to the matters set forth in Exhibit B attached hereto and made a part hereof.

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.

Bethma Anderson



007053

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

MAY 08 2009

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

22-
2224
RM

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents the day and year first above written.

4407 Land LLC, a Delaware limited liability company

By: Gold Street 1, LLC, a New York limited liability company, its sole member

By: _____
Name: Marvin Schmees
Title: Member

STATE OF NY)
COUNTY OF King)

I, Joshua Ostreicher, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marvin Schmees, as member of Gold Street 1, LLC, a New York limited liability company, the sole member of 4407 Land LLC, a Delaware limited liability company and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member of Gold Street 1, LLC, the sole member of 4407 Land LLC, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of Gold Street 1, LLC the sole member of 4407 Land LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of February, 2008.

JOSHUA OSTREICHER
Notary Public, State of New York
No. 01088147188
Qualified in Kings County
Commission Expires 02/28/2010

Notary Public

AFTER RECORDING RETURN TO:

Moshe Weg, Esquire
Frenkel, Hershkowitz & Shafran LLP
16 East 34th Street
New York, NY 10016

Send subsequent Tax Bills to:

Duke 4407 Land LLC
c/o Read Property Group LL
4706 18th Avenue, Suite 200
Brooklyn, NY 11204



File No: 07032083

EXHIBIT A - LEGAL DESCRIPTION

Parcel 1: Lot 1, East Chicago Enterprise Center to the City of East Chicago, Lake County, Indiana, as shown in Plat Book 73, Page 78, Re-recorded in Plat Book 74, Page 35 as Document No. 93034923 in Lake County, Indiana.

Parcel EAS-1: The Non-Exclusive easement for ingress and egress as created by the plat of East Chicago Enterprise Center, over and across part of Lots 2, 3 and 4 in said subdivision.

Parcel EAS-2: The Non-exclusive easement created in Easement Agreement dated August 23, 1991, recorded November 14, 1991, as Document No. 91057772, upon the terms, covenants and conditions therein provided, as modified by First Amendment to Easement Agreement dated May 24, 1993, recorded June 22, 1993 as Document No. 93040205.



EXHIBIT B

Permitted Exceptions

1. Taxes not yet due and payable
2. Unrecorded leases with Randall Metals, Robinson Steel Company, Newco, Inc, Electric Coating Technologies LLC, Street Sales & Services and Illiana Steel, Inc.
3. Railroad rights of ways, switches and spur tracks shown on survey prepared by Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
4. Rights of the public, the State of Indiana and/or municipality and others in and to that part of the land taken for or lying within Railroad Avenue as shown on Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
5. Easement in document recorded June 2, 1890 in Deed Record 47, page 483.
6. Covenants, conditions and agreements in Quit Claim Deed recorded June 16, 1955 as Document No. 849594.
7. Easement Agreement recorded November 14, 1991 as Document No. 91057772.
8. Declaration of Covenants recorded June 30, 1993 as Document No. 93042490.
9. 30 foot ingress and egress easement affecting land and shown in plat of subdivision.
10. Encroachment of fence over land lying to the North and West as shown in survey prepared by Marchese and Sons certified June 6, 2006 as Order No. 04-14712.
11. Disclosure document recorded July 18, 2006 as Document No. 2006 062080.
12. Survey recorded August 16, 2006 as Document No. 2006 072378.

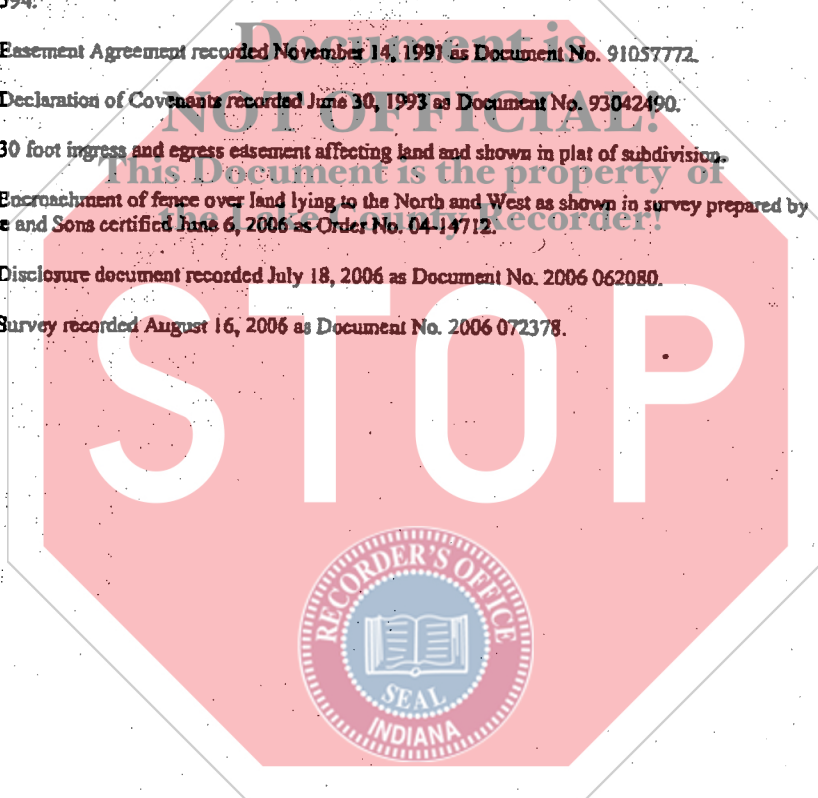
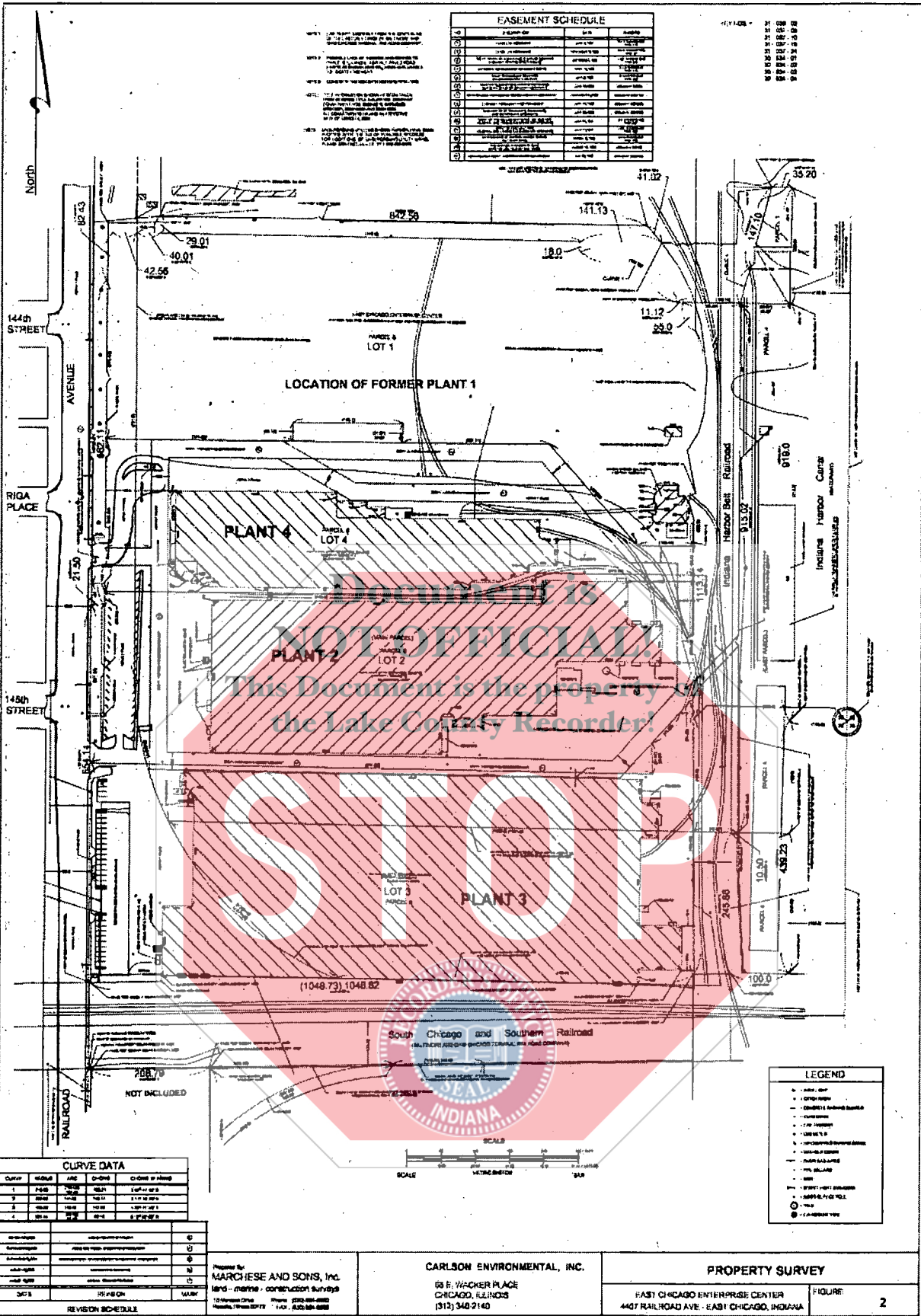


EXHIBIT B

Map of the Real Estate





EASEMENT SCHEDULE		
NO.	DESCRIPTION	DATE
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CURVE DATA			
Curve	Radius	Angle	Chord or Tangent
1	100.00	90.00	141.42
2	100.00	90.00	141.42
3	100.00	90.00	141.42
4	100.00	90.00	141.42

LEGEND	
○	Center of Plant
○	Center of Curve
○	Center of Circle
○	Center of Spiral
○	Center of Ellipse
○	Center of Hyperbola
○	Center of Parabola
○	Center of Sine Wave
○	Center of Cosine Wave
○	Center of Tangent
○	Center of Normal
○	Center of Arc
○	Center of Circle
○	Center of Ellipse
○	Center of Hyperbola
○	Center of Parabola
○	Center of Sine Wave
○	Center of Cosine Wave
○	Center of Tangent
○	Center of Normal
○	Center of Arc

Prepared by:
MARCHESE AND SONS, Inc.
 land - marine - construction surveys
 12 Riverside Drive Phone: (312) 466-4888
 Northbrook, Illinois 60062 FAX: (312) 466-4888

CARLSON ENVIRONMENTAL, INC.
 66 E. Wacker Place
 Chicago, Illinois
 (312) 340-2140

PROPERTY SURVEY
 EAST CHICAGO ENTERPRISE CENTER
 4407 RAILROAD AVE. - EAST CHICAGO, INDIANA
 FIGURE **2**

EXHIBIT C

Copy of Site Status Letter



EXHIBIT D

TABLE 1
East Chicago Enterprise Center
4407 Railroad Avenue, East Chicago
2004-2007 Investigations - Soil Samples Exceeding IDEM RISC Closure Levels

TABLE 2
East Chicago Enterprise Center
4407 Railroad Avenue, East Chicago
2007-2013 Groundwater Contaminants Above Residential Tap Screening Level Criteria



TABLE 2
East Chicago Enterprise Center, 4407 Railroad Avenue, East Chicago
2004-2007 Investigations - Soil Samples Exceeding IDEM RISC Closure Levels

Sample Collection Point (and depth in feet below ground surface)	Contaminant Detected & Results (parts per million (ppm))																	
	Benzene	1,1 DCE	PCE	TCE	Vinyl Chloride	Methylene Chloride	Dibenzofuran	Benzo(a)-anthracene	Benzo(a)-pyrene	Benzo(b)-fluoranthene	2-Methyl-naphthalene	Naphthalene	Phenanthrene	n-Nitrosodiphenylamine	Antimony	Arsenic	Cadmium	Lead
A-01 (0-2)																6.6		
A-04 (0-2)																14		
A-05 (10-12)				0.11														
A-06 (0-2)								15	13	14						14		
A-06 (8-10)								31	17	14	100		200					
A-07 (4-6)																14		
A-07 (10-12)	0.17																	
A-08 (2-4)								9.8	7.4	8.5			24			13		
A-10 (0-2)																32		630
A-10 (10-12)	0.12																22	
A-11 (0-2)																43	14	330
A-11 (10-12)											24							
A-12 (4-16)											70							
A-13 (0-2)																6.4		
A-14 (0-2)																6.8		
A-14 (10-12)	0.28															13		
A-15 (0-2)																27		
A-16 (0-2)																11		
A-19 (10-12)		0.37			0.54				4.2									
A-23 (0-2)																9.8		
A-24 (0-2)														12		14		320
A-25 (14-16)	0.087																	
A-26 (6-8)																		
A-29 (8-10)											14							
A-31 (8-10)											100							
A-32 (6-8)											36							
A-33 (0-2)																4.1		
A-34 (10-12)							9.6				61							
A-36 (2-4)																22	7.7	
A-38 (4-6)											33							
A-39 (8-10)											19							
A-41 (0-2)																7.7		
A-48 (6-8)											73							
A-51 (0-2)																17		240
A-53 (0-2)																8.1		
A-58 (0-2)																37		810
A-60 (0-2)																4.1		
A-60 (12-14)		0.43																
A-62 (4-6)																10		
A-63 (8-10)											59							
A-64 (2-4)																13		240
A-70 (2-4)																17		350
RDCL	0.034	0.058	0.058	0.057	0.013	0.023	4.9	5	0.5	5	3.1	0.7	13	9.7	5.4	3.9	7.5	81
IDCL	0.35	42	0.64	0.35	0.027	1.8	65	15	1.5	15	42	170	170	32	37	5.8	77	230
Construction Direct Contact	560	2200	210	660	500	22000	1800	790	79	790	3300	17000	2500	18000	460	320	590	970
Ind. Direct Contact	14	410	24	16	6.4	200	980	15	1.5	15	1600	8000	1200	2800	620	20	990	1300

Notes: *italic* => RDCL **bold** => IDCL *=> Construction & Ind. Direct Contact
 BLANK-Concentration below their respective laboratory detection limits or RDCLs
 1,1-DCE = 1,1-Dichloroethylene TCE = Trichloroethylene PCE = Tetrachloroethylene

TABLE 2 Continued
East Chicago Enterprise Center, 4407 Railroad Avenue, East Chicago
2004-2007 Investigations - Soil Samples Exceeding IDEM RISC Closure Levels

Sample Collection Point (and depth in feet below ground surface)	Contaminant Detected & Results (parts per million (ppm))																	
	Benzene	1,1 DCE	PCE	TCE	Vinyl Chloride	Methylene Chloride	Dibenzofuran	Benzo(a)-anthracene	Benzo(a)-pyrene	Benzo(b)-fluoranthene	2-Methyl-naphthalene	Naphthalene	Phenanthrene	n-Nitrosodiphenylamine	Antimony	Arsenic	Cadmium	Lead
A-72 (2-4)																		340
A-75 (2-4)																5		
A-76 (10-12)			0.41															
A-78 (4-6)																11		
A-79 (2-4)																19		360
A-80 (4-6)																36		
A-81 (6-8)																14		
A-82 (4-6)																13		
A-84 (2-4)																13		
A-84 (10-12)																16		
A-87 (2-4)																		3,700*
GP-3 (4-6)																19	23	
GP-4 (6-8)																9.2		
GP-17 (8-10)																7.6	8.2	
GP-19 (6-8)																6.3	10	
GP-20 (2-4)															9.2	18		310
GP-21 (2-4)			0.29												5.7	11		330
EC-3.1							125											
CEC-4								3.9										
EC-3.2										170			170					
EC-3.6										130			130					
EC-3.7										110			40					
EC-4.1										120			120					
EC-4.4								9.1		62			62					
EC-4.6								4.4										
EC-4.11										190	400	190	220					
ECEC-6					0.048													
ECEC-10					0.033													
ECEC-11					0.028													
UTS					0.04													
UTN					0.034													
WE					0.041													
NWN					0.03													
CWE					0.037													
CWN					0.043													
CWS					0.036													
CF					0.04													
WS					0.042													
SB-9 (8-10)								6.6										
SB-10 (10-12)								6.9										
SS-2A																		91
MW-11																6.4		120
MW-12																18		
MW-14																8.3		
RDCL	0.034	0.058	0.058	0.057	0.013	0.023	4.9	5	0.5	5	3.1	0.7	13	9.7	5.4	3.9	7.5	81
IDCL	0.35	42	0.64	0.35	0.027	1.8	65	15	1.5	15	42	170	170	32	37	5.8	77	230
Construction Direct Contact	560	2200	210	660	500	22000	1800	790	79	790	3300	17000	2500	18000	460	320	590	970
Ind. Direct Contact	14	410	24	16	6.4	200	980	15	1.5	15	1600	8000	1200	2800	620	20	990	1300

Notes: *italic* => RDCL **bold** => IDCL *-> Construction & Ind. Direct Contact
 BLANK-Concentration below their respective laboratory detection limits or RDCLs
 1,1-DCE = 1,1-Dichloroethylene TCE = Trichloroethylene PCE = Tetrachloroethylene

TABLE 3

East Chicago Enterprise Center
4407 Railroad Avenue, East Chicago

2007-2013 Sampling Events Results
Groundwater Contaminants Above Residential Tap Screening Level Criteria

Contaminants	Sample Location & Result (ppb)						RDCL	IDCL
	MW-4	MW-6	MW-8	MW-9	MW-11	MW-14		
Benzene			<i>18(b)</i>				5	52
Tetrachlorethylene (PCE)	160(a)				<i>13(a)</i>		5	55
Trichlorethylene (TCE)	26 (a)						5	31
Vinyl Chloride						6.9(a)	2	4
Naphthalene			39 (b)				8.3	200
2-Methylnaphthalene		68(c)					31	41
Arsenic					11(d)		10	10
Thallium			<i>2.5(b)</i>	<i>2.5(b)</i>			2	7.2

Notes: *italic* – exceeds IDEM RISC RDCL
Bold – exceeds IDEM RISC IDCL
 BLANK – Concentration below their respective RDCLs
 (A) – VOC analysis collected January 8, 2013.
 (B) – sample collected February 26, 2009
 (C) – Sample collected July 15, 2008
 (D) – Sample collected July 17, 2007
 * = below RDCL
 ppb = parts per billion

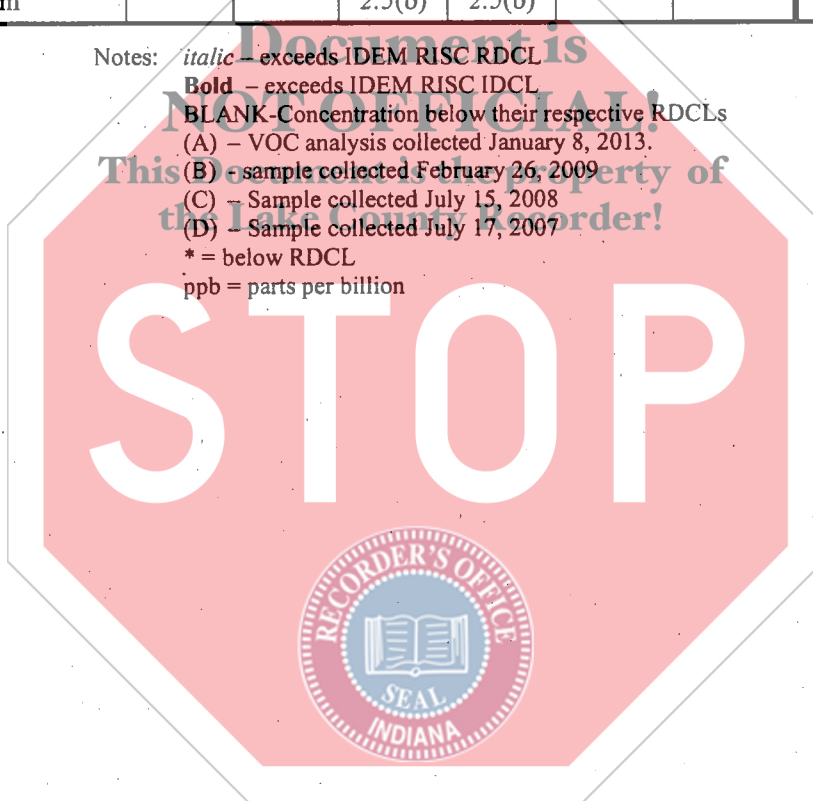
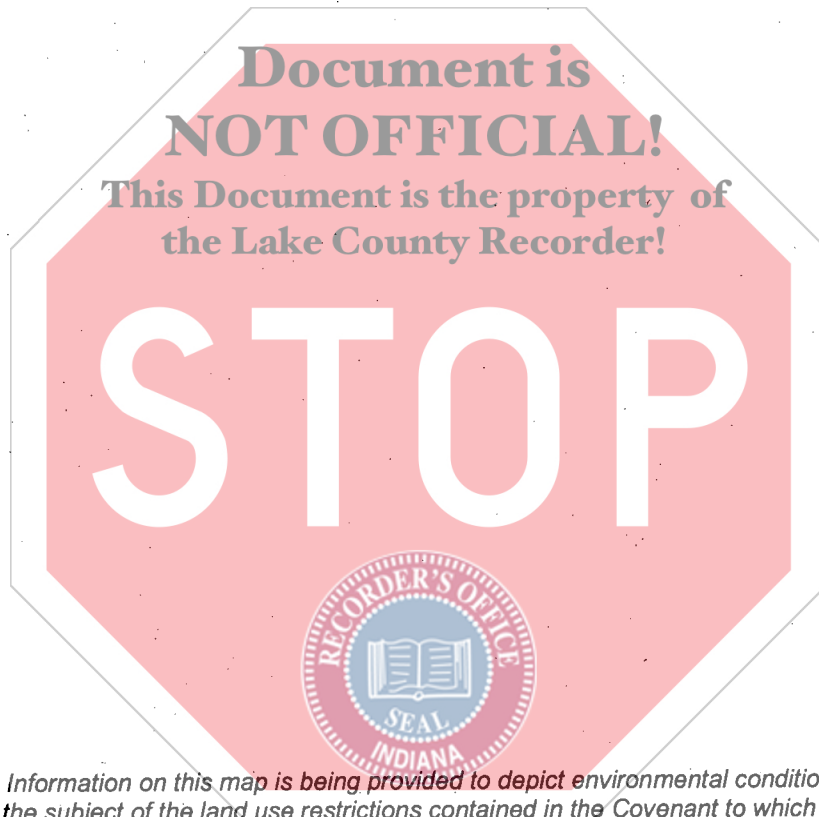
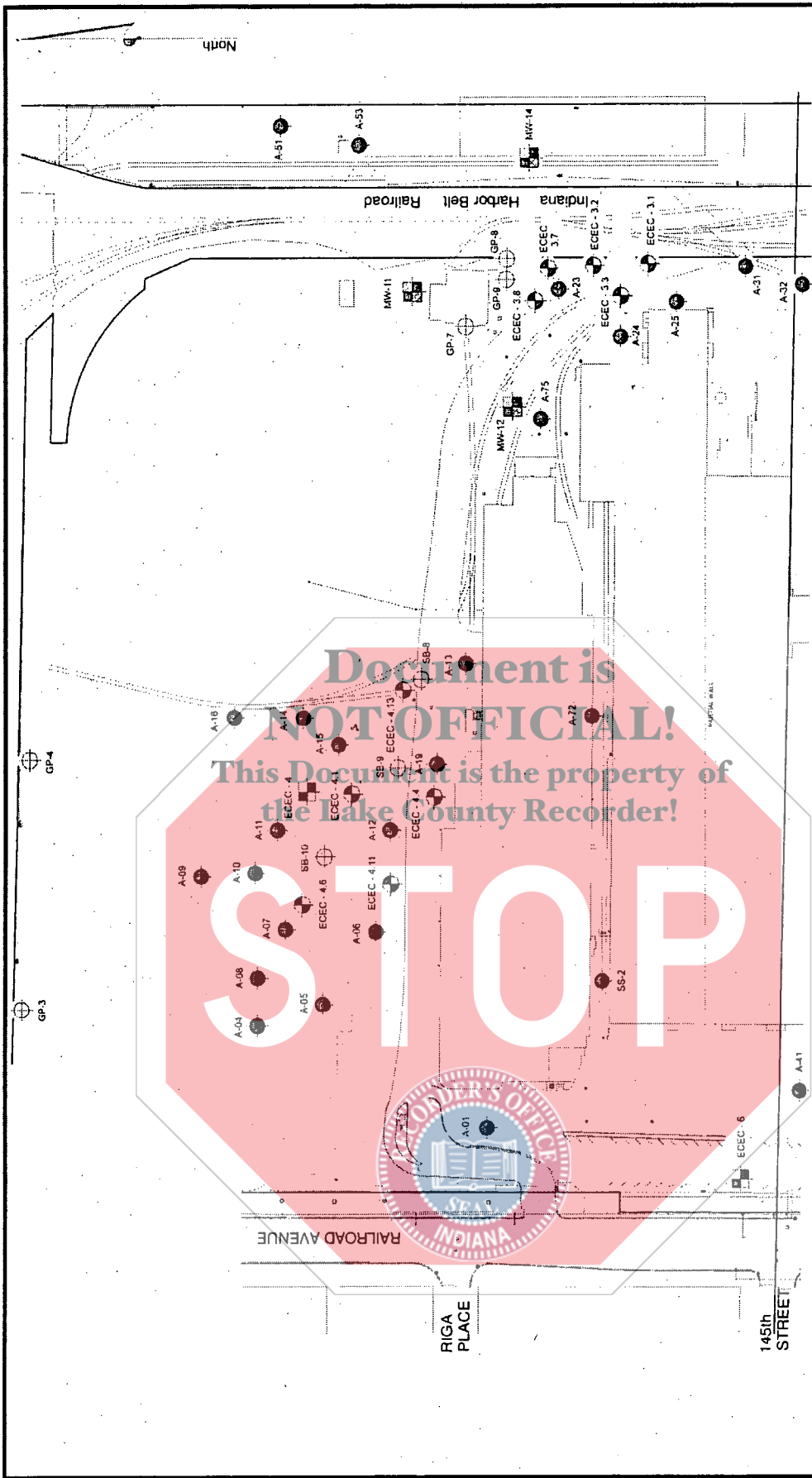


EXHIBIT E

**Site Maps Depicting Sampling Locations at which
COCs were Detected Above Applicable Closure Levels**



DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.



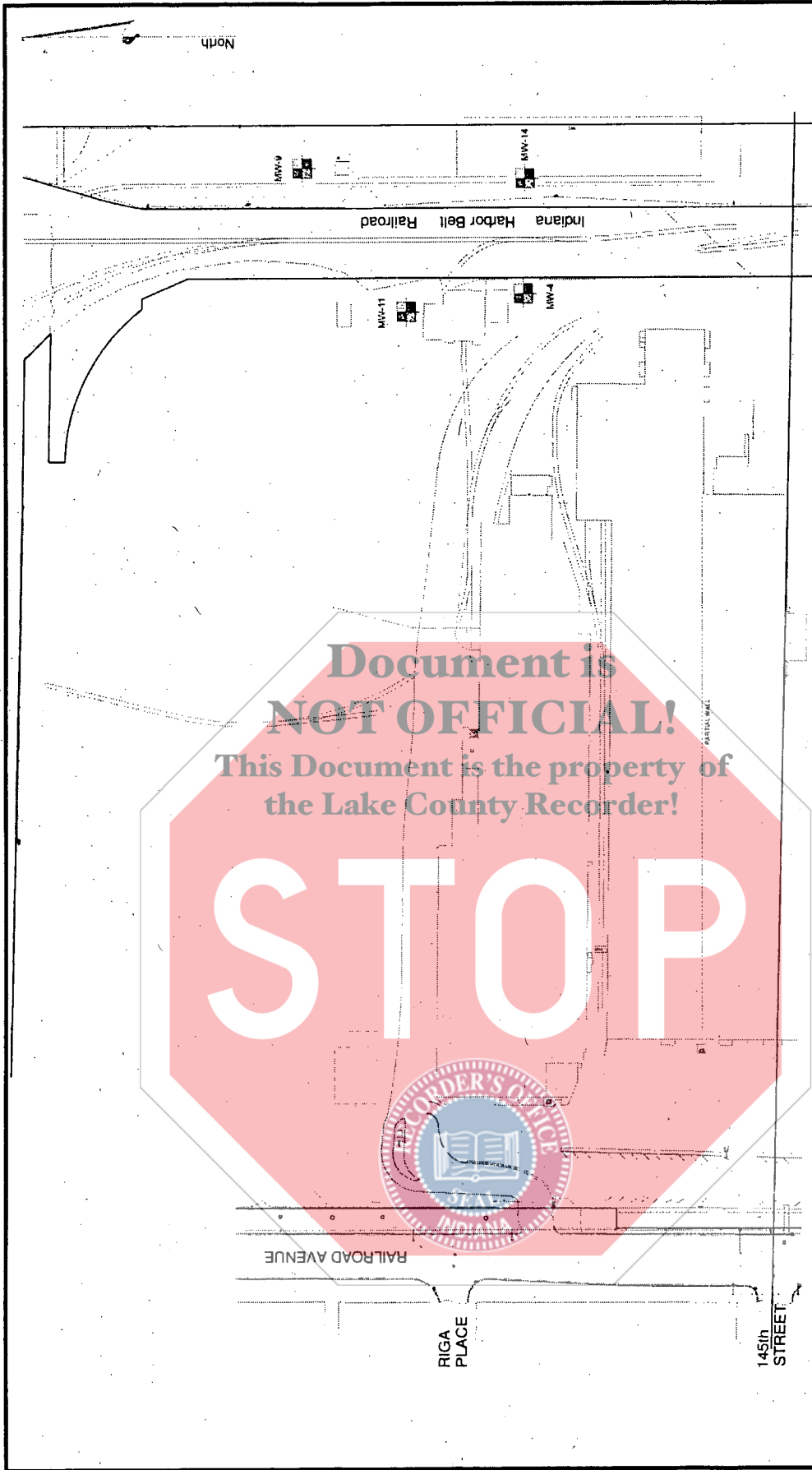
CARLSON ENVIRONMENTAL 65 E. Washburn Plaza, Suite 2010, Chicago, IL 60601 Tel: (312) 346-2140, Fax: (312) 346-6896 www.carlsonenv.com	Soil Remediation Consultant 2014 ECEC-3.1 - ECEC-4.13 GP-3 - GP-9 MW-11, MW-12, MW-14 SB-2, SB-9, SB-10 A-01 - A-32	CLIENT LINDSEY WRETT CONSULTANTS, INC. 1000 N. LAKE STREET, SUITE 200 CHICAGO, IL 60610	PROJECT SOIL REMEDIATION INVESTIGATION 4407 RAILROAD AVENUE EAST CHICAGO, INDIANA
	DATE 10/11/11	SCALE AS SHOWN	FIGURE: SSL-1A

STOP

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

SAMPLING LEGEND

ECEC-3.1 - ECEC-4.13
 GP-3 - GP-9
 MW-11, MW-12, MW-14
 SB-2, SB-9, SB-10
 A-01 - A-32



North

Indiana Harbor Bell Railroad

MW-11

MW-4

MW-14

MW-9

RAILROAD AVENUE

RIGGS PLACE

145th STREET

RDCL EXCEEDANCES IN GROUNDWATER (NORTH DETAIL)

4407 RAILROAD AVENUE
EAST CHICAGO, INDIANA

FIGURE: 4A

SAMPLING LEGEND

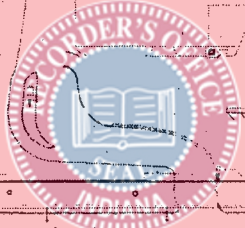
Consolidated Properties

www.carlsonenv.com

CARLSON ENVIRONMENTAL
55 E. Wacker Place, Suite 2210, Chicago, IL 60601
Tel: (312) 348-2140 Fax: (312) 346-6256
www.carlsonenv.com



ANALYTICAL METHODS



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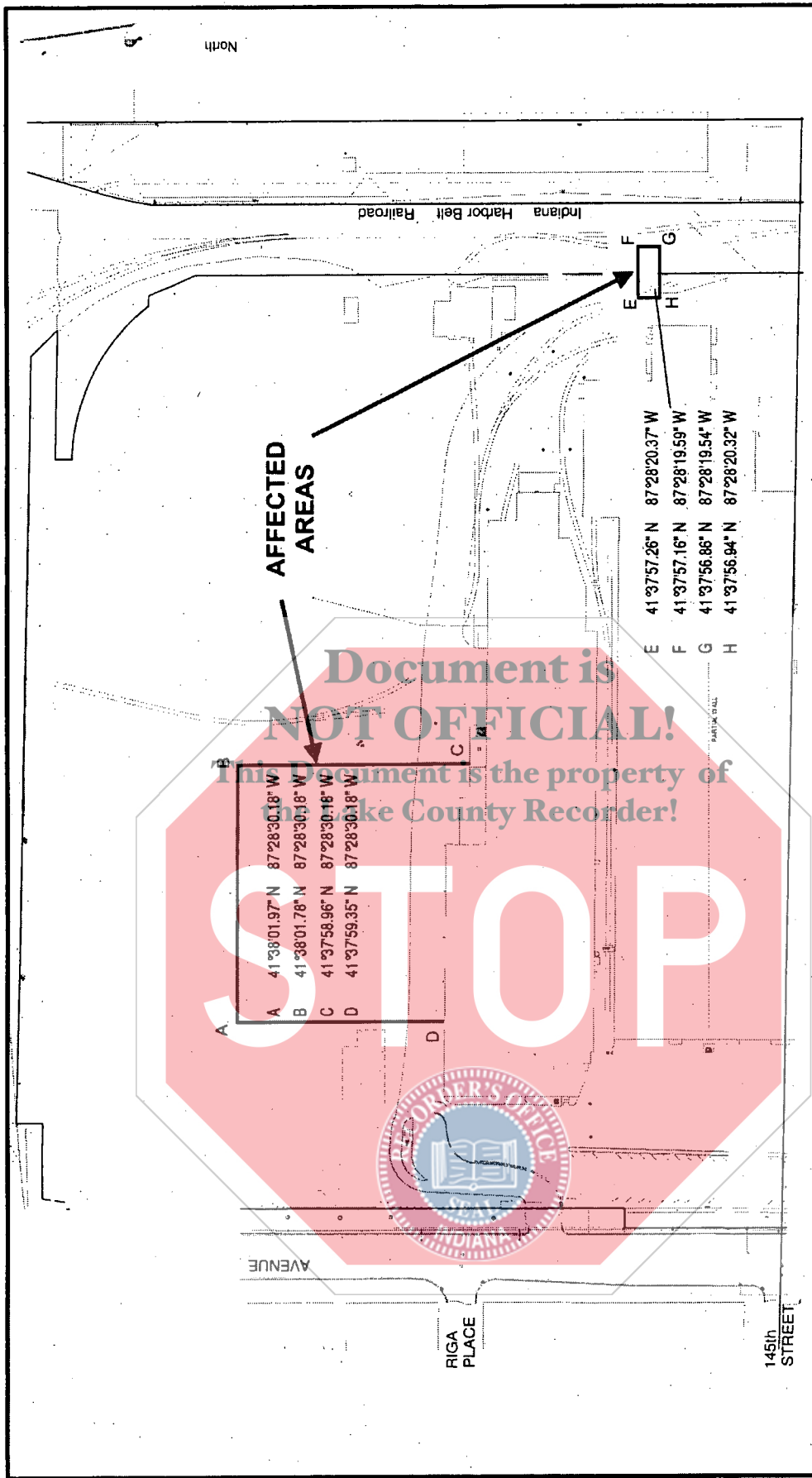
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EXHIBIT F

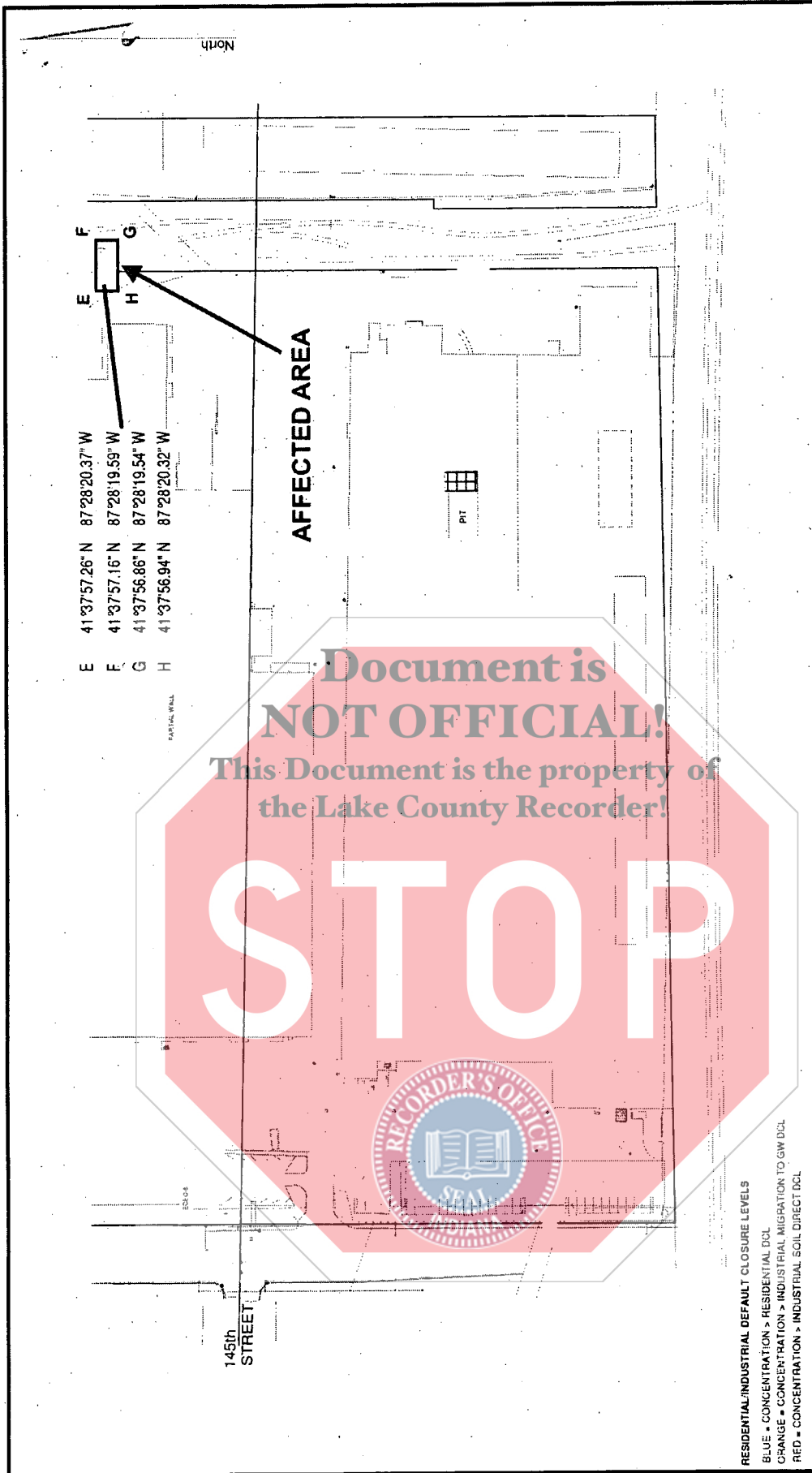
**Maps of the Real Estate Depicting "Affected Areas" Requiring
Soil Sampling in Conjunction with Excavation**



DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.



 <p>CARLSON ENVIRONMENTAL 65 E. Wacker Plaza, Suite 1500, Chicago, IL 60601 Tel: (312) 348-2440, Fax: (312) 348-8885 www.carlsonenv.com</p>	<p>AFFECTED AREA COORDINATES</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>A</td> <td>41°38'01.97" N</td> <td>87°28'30.18" W</td> </tr> <tr> <td>B</td> <td>41°38'01.78" N</td> <td>87°28'30.18" W</td> </tr> <tr> <td>C</td> <td>41°37'58.96" N</td> <td>87°28'30.18" W</td> </tr> <tr> <td>D</td> <td>41°37'59.35" N</td> <td>87°28'30.18" W</td> </tr> </table>	A	41°38'01.97" N	87°28'30.18" W	B	41°38'01.78" N	87°28'30.18" W	C	41°37'58.96" N	87°28'30.18" W	D	41°37'59.35" N	87°28'30.18" W	<p>AFFECTED AREA LOCATION (NORTH DETAIL)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">4407 RAILROAD AVENUE EAST CHICAGO, INDIANA</td> </tr> </table>	4407 RAILROAD AVENUE EAST CHICAGO, INDIANA	
	A	41°38'01.97" N	87°28'30.18" W													
B	41°38'01.78" N	87°28'30.18" W														
C	41°37'58.96" N	87°28'30.18" W														
D	41°37'59.35" N	87°28'30.18" W														
4407 RAILROAD AVENUE EAST CHICAGO, INDIANA																
<p>FIGURE: SSL - 3A</p>																



E 41°37'57.26" N 87°28'20.37" W
 F 41°37'57.16" N 87°28'19.59" W
 G 41°37'56.86" N 87°28'19.54" W
 H 41°37'56.94" N 87°28'20.32" W

CARLSON ENVIRONMENTAL 65 E. Wheeler Place, Suite 1500, Chicago, IL 60601 Phone: 312.466.6936 www.carlsonenv.com	AFFECTED AREA COORDINATES E 41°37'57.26" N 87°28'20.37" W F 41°37'57.16" N 87°28'19.59" W G 41°37'56.86" N 87°28'19.54" W H 41°37'56.94" N 87°28'20.32" W	AFFECTED AREA LOCATION (SOUTH DETAIL) 4407 RAILROAD AVENUE EAST CHICAGO, INDIANA	FIGURE: SSL-3B
		CenterPoint Properties 145th Street East Chicago, IL 60601	