

STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

After Recorded, return to:
Edward J. Krzyminski
Contract Counsel / Corporate R.E.
BP America Inc.
150 W. Warrenville Rd. (Bldg. 200)
Naperville, IL 60563

2016 015488

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made as of March 8th, 2016 by **BP Products North America Inc.**, a Maryland corporation successor to Amoco Oil Corporation ("**Grantor**"), in favor of **Tilde Commercial Properties, LLC** an Indiana limited liability company, ("**Grantee**"). The following statements are a material part of this Easement Agreement:

Grantor is vested with fee simple estate in the real property described by property tax identification numbers on Exhibit A and that certain real property legally described on Exhibit A and A-1 (collectively referred to as "BP Real Property") which includes certain driveway parcels depicted on Exhibit B as Parcel's 1A and 1B attached hereto (the "**BP Driveway Parcels**").

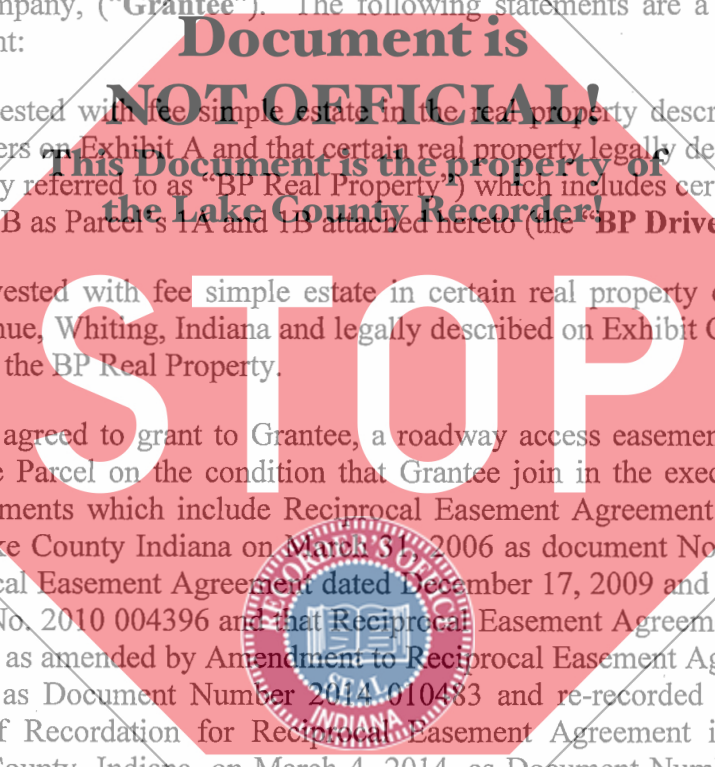
Grantee is vested with fee simple estate in certain real property commonly known as 2300 Standard Avenue, Whiting, Indiana and legally described on Exhibit C (the "Tilde Parcel") which is adjacent to the BP Real Property.

Grantor has agreed to grant to Grantee, a roadway access easement over BP Driveway Parcels to the Tilde Parcel on the condition that Grantee join in the execution, terminate and release certain easements which include Reciprocal Easement Agreement dated April 1, 2005 and recorded in Lake County Indiana on March 31, 2006 as document No. 2006 026446 and a three party Reciprocal Easement Agreement dated December 17, 2009 and recorded January 25, 2010 as document No. 2010 004396 and that Reciprocal Easement Agreement dated effective as of January 13, 2010 as amended by Amendment to Reciprocal Easement Agreement recorded on February 21, 2014 as Document Number 2014 010483 and re-recorded as Exhibit B to that certain Affidavit of Recordation for Reciprocal Easement Agreement in the Office of the Recorder of Lake County, Indiana, on March 4, 2014, as Document Number 2014-012209, all such easements of record shall be terminated and released before this Easement shall become effective.

Grantor has agreed to grant, and Grantee wishes to receive easements to use and maintain a natural gas line which extends from the gas companies line located on the BP Real Property to the Tilde Parcel.

Grantor owns certain improvements hereinafter defined which are located on BP Real Property and on the Tilde Parcel, which Grantor has agreed to grant, and Grantee wishes to receive easements to use, operate, repair, maintain and renew.

Upon the termination and release of the above described easements of record, Grantee wishes to receive, and Grantor has agreed to grant to Grantee certain new perpetual non-exclusive easements for the purposes as provided in this Easement Agreement.



FILED

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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CHICAGO TITLE INSURANCE COMPANY
1500362 CT/cm

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NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee (collectively known as the "Parties" and individually known as a "Party") agree to the following grants, agreements, covenants and restrictions.

1. **Incorporation of Recitals.** All of the foregoing recitals are incorporated herein by this reference with the same force and effect as though recited therein.
2. **Driveway Easement.** Grantor grants to Grantee a perpetual, non-exclusive easement over, across and upon the BP Driveway Parcels and access thereto for the purpose of ingress and egress across the BP Driveway Parcels between the Tilde Parcel and the publicly dedicated roadway currently known as Standard Avenue, Whiting, Indiana.
3. **Natural Gas Line Easement.** Grantor grants to Grantee perpetual, non-exclusive easements, appurtenant to the Tilde Parcel, for the purpose of maintaining, repairing, replacing and renewing the existing natural gas lines and related facilities which serve the Tilde Parcel, under, in and across the BP Real Property approximately where the existing natural gas lines are located as depicted on the attached Exhibit "D". Grantee covenants and agrees to maintain the natural gas lines located on the BP Real Property in good condition and repair.
4. **Sanitary Sewer Reciprocal Easement.** Grantor grants to Grantee and Grantee grants to Grantor a perpetual, non-exclusive easement, appurtenant to the BP Real Property and the Tilde Parcel, for the purpose of using, operating, maintaining, repairing, replacing and renewing the sanitary sewer line which passes along, under, in and across Tilde Parcel and BP Real Property and connects to the municipal sanitary sewer system. Grantor and Grantee covenant and agree to maintain the sanitary sewer line located on their respective property in good condition and repair.
5. **Storm Sewer Line Easement** Grantor grants to Grantee a non-exclusive easement and license to use the existing storm sewer lines and related facilities located on the Tilde Parcel which extend to the BP Real Property to the location as depicted on Exhibit "E" where the storm sewer line taps into the storm sewer lines on BP Real Property. Grantee covenants and agrees to maintain the storm sewer lines located on its property in good condition and repair. Notwithstanding the foregoing or any other terms or conditions to the contrary, Grantee acknowledges that Grantors storm sewer system drains into the Lake Michigan Lake Front, and is subject to a watershed plan managed by Grantor which requires that from time to time after careful consideration when projected rainfall is in excess of water treatment and storage availability, then in such event storm water may be diverted and/or retained in accordance with said watershed plan and Grantee grants to Grantor its successors and assigns, the right to enter the Tilde Parcel to initiate a temporary stoppage of all non-essential draining to the process sewer system and any non-routine draining to the process sewer system and install temporary storm sewer covers ("bird baths") in areas that do not pose either a personal or process safety risk and allow such storm water to surface drain from the Tilde Parcel over the BP Real Property as necessary. Said bird baths shall be removed and drainage into storm sewers shall be allowed to resume when the sewer system has sufficient availability to accept storm water from the Tilde Parcel and BP Real Property.

6. **Surface Drainage Easement.** Grantor grants to Grantee a perpetual, non-exclusive easement, appurtenant to the Tilde Parcel, for the purpose of surface draining surface storm water runoff from the Tilde Parcel over, upon and across the BP Real Property in the event storm sewer covers are installed and/or storm water diversion is implemented pursuant to the watershed plan.
7. **Use of BP Real Property.** Grantee shall have the nonexclusive right of access for ingress and egress across the BP Real Property for the limited purposes granted herein, and such use and right of access for ingress, egress and hereunder will be limited to the areas described in this Easement Agreement and shall be exercised in a commercially reasonable manner. Grantee acknowledges that Grantor has constructed roadways, sanitary sewer line, storm water and process lines and systems and other ancillary improvements (collectively, "Grantor's Improvements") on the BP Real Property, which shall be used by Grantee on a non-exclusive basis for the purposes described in this Easement Agreement. Grantee agrees to restore the BP Real Property, at its sole cost, to the same condition which existed prior to the commencement of any work performed on the BP Real Property by Grantee.
8. **Repair and Maintenance.** Grantor and Grantee, and any other party subsequently granted the right to use the BP Real Property by Grantor or Grantor's successors or assigns, shall each maintain their respective portion of the BP Real Property or such portions for their exclusive benefit and use or within their exclusive control in a manner consistent with the level of maintenance being employed as of the date of this Easement Agreement or as may be subsequently improved. Grantee agrees that Grantee shall perform the repair, replacement and maintenance of its existing installations in such a manner so as to not disrupt or interfere with Grantor's operations and Grantee's personnel shall not cause any waste, damage, or injury to the BP Real Property or the BP Improvements, and BP agrees that BP's personnel shall not cause any waste, damage, or injury to the Tilde Parcel or the Tilde Improvements. If either Grantee or Grantor fails to perform its respective obligations under this Easement Agreement following reasonable written notice, the other party may perform any and all necessary work, maintenance, and/or repairs on behalf of the party failing to perform. The party failing to perform as aforesaid shall reimburse the other party for all reasonable costs, expenses, and fees incurred therein within ten (10) days after the other party's written demand therefor. Notwithstanding the foregoing, Grantee shall be solely responsible for reimbursing Grantor for the repair and restoration of any damage to the BP Real Property or Grantor's Improvements caused by the acts or omissions of Grantee, its agents, employees, contractors or invitees. Grantee shall be responsible for the cost of any and all damage caused by Grantee's use of the BP Real Property. Grantee agrees that, upon reasonable prior notice to Grantee, Grantor or its agents or representatives may temporarily restrict Grantee's access to the BP Real Property for the purpose of performing repairs, maintenance or remediation, or if required to prevent injury to persons or property, or in connection with a temporary taking of all or a portion of the BP Real Property.
9. **Condition of the BP Real Property; No Representations or Warranties.** Grantee acknowledges that (i) Grantee is familiar with the condition of the BP Real Property, and (ii) Grantor has made no agreement to alter, subdivide or improve the BP Real Property other than as specifically set forth in this Easement Agreement. Grantor expressly

disclaims representations or warranties of any kind regarding the BP Real Property, except as expressly set forth herein.

10. **Environmental Covenant.** Grantee shall comply with all federal, state and local laws, ordinances, orders, rules and regulations relating to the use and condition, zoning of the BP Real Property, including, without limitation those related to Hazardous Materials (as hereinafter defined) and insurance (collectively, "Laws") and reasonable rules and regulations established by Grantor from time to time. Grantee shall not transport or store any hazardous, toxic, chemical, combustible, flammable or infectious materials ("Hazardous Materials") in or about the BP Real Property. Grantee shall be solely responsible for the remediation of any Hazardous Materials located on or about the BP Real Property caused by Grantee.
11. **Running of Benefits.** All of the terms and provisions of this Easement Agreement, including the benefits and burdens hereof, shall run with the BP Real Property and Grantee's adjoining property, and shall be binding upon and inure to the benefit of the respective heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties hereto. All of the covenants, agreements, rights, benefits and obligations created hereby may be terminated or amended, in whole or in part, only by an instrument executed in the presence of Grantor and Grantee and recorded in the office of the County Recorder in which the BP Real Property is located.
12. **Construction.** The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties hereto to convey commercially usable rights of enjoyment to Grantor and Grantee is carried out.
13. **Negative Covenants.** Grantee shall not, without Grantor's prior written consent (which may be withheld or granted in Grantor's sole and absolute discretion): (a) build or permit to exist any improvement or structure on, on or under the BP Real Property, including fencing or other barriers that may restrict access to or from the BP Real Property; (b) block or in any way restrict access to the BP Real Property; (c) park vehicles on the BP Real Property; (d) stage or store materials or supplies in the BP Real Property; or (e) otherwise occupy the BP Real Property. Grantee represents and warrants to Grantor that Grantee does not possess any right, title or interest in and to the BP Real Property except as expressly set forth in this Easement Agreement, and any such claim by Grantee to any rights in the BP Real Property except as a grantee as expressly set forth in this Easement Agreement are hereby waived and relinquished by Grantee.
14. **Safety and Access Procedures.** If and to the extent Grantee and Grantees personnel enter any portion of the BP Real Property, Grantee hereby agrees to follow Grantor's security coordination/access procedures, as they may be amended or replaced from time to time in Grantor's sole discretion, for all work within or adjacent to the BP Real Property, including ingress thereto and egress therefrom, and all other work pertaining to this Easement Agreement.
15. **Indemnification.** Grantee, its successors and/or assigns, shall indemnify, defend and hold harmless Grantor against all claims, suits, liabilities, costs, expenses, fines, charges and assessments (including reasonable attorney's fees) arising from, caused by or happening in connection with (i) any negligent, willful or wanton acts or omissions of Grantee or its contractors, employees or agents; (ii) any failure to comply with any

federal, state or local law, statute, rule, regulation or ordinance in any way applicable or related to the rights herein granted to Grantee; and (iii) any breach of this Easement Agreement by Grantee or its contractors, employees or agents. The indemnification obligations under this Easement Agreement shall survive the expiration or earlier termination hereof. This Indemnification, however, is limited to the extent the Grantor or its contractors or its successor and/or assigns' negligence, or willful, or wanton acts or omissions are causes of any claims, suites, liabilities, costs, expenses, fines, charges and/or assessments.

16. **Insurance.** Grantee shall, and Grantee shall cause its contractors and entities working within the BP Real Property on behalf of Grantee to, carry on an occurrence basis commercial general liability, auto liability, worker's compensation and employer's liability insurance in regards to its use of the BP Real Property in amounts and with insurance provisions reasonably acceptable to Grantor, covering Grantor as an additional insured on liability insurance and upon Grantors request shall produce evidence of same. Without limiting the compensation or indemnity provisions above, Grantee shall solicit and select only qualified, competent and financially responsible contractors to perform any work on the BP Real Property not performed by Grantee's own personnel, and shall require its contractors, representatives and agents to maintain and produce evidence of insurance in amounts and with insurance provisions reasonably acceptable to Grantor and waiving rights of subrogation or recovery against Grantor prior to being given access to the BP Real Property. Grantee's and its contractors' insurance shall be primary to any carried by Grantor, if any. Such insurance shall be provided and maintained in kinds and minimum amounts as follows:

- (a) Worker's Compensation: Statutory
- (b) Employers' Liability: \$1 million per accident/ per disease, per employee/ per accident, policy limits
- (c) Commercial General Liability: Including Contractual Liability coverage of \$5 million each occurrence and \$5 million general aggregate.
- (d) Auto Liability: \$2 million

17. **Reservation of Rights.** Subject to the terms of this Easement Agreement, Grantor reserves the following rights with respect to the Easement so long as the exercise by Grantor of such rights does not unreasonably interfere with Grantee's use of the Easement for the purposes herein granted:

- (a) The right to use the surface areas of the Easement and the right to use the sub surface areas of the Easement for any reason and in such manner as Grantor shall deem proper, in its reasonable discretion; and
- (b) The right to grant additional access, utility or other easements over, upon and under, and the right to grant others the right to use, the Easement.

(c) The location of the easement may be modified by the Grantor provided that there is no unreasonable interruption of service to Grantee and provided Grantor is responsible for such relocation costs.

18. **No Lien.** Grantee is specifically denied the right, authority or power to create a lien upon the BP Real Property or any title, interest or portion thereof under any state mechanic's lien law or otherwise. In the event of Grantee's failure to release of record any such lien within said period of time, Grantor may do so by any means Grantor deems appropriate and Grantee shall pay, upon receipt of written demand, the amount so paid by Grantor in connection with the discharge of said lien, as set forth herein. The obligations under this Section 14 shall survive the expiration or earlier termination of this Easement Agreement.

19. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, or (ii) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and shall be addressed as follows:

To Grantor: BP Products North America Inc.
Whiting Refinery
2815 Indis Road, PO 46379
Attention: Environmental Business Manager

with a copy to: BP Products North America Inc.
501 Westlake Park Boulevard
Houston, TX 77079
Attention: Real Estate Legal

BP Products North America Inc.
201 Helton Way
Houston, TX 77079
Attention: Group Real Estate

To Grantee: Tilde Commercial Properties, LLC
5020 Columbia Avenue
Hammond, Indiana 46327

Either party hereto may change the name and address of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided. Any notice shall be effective on delivery or on the date delivery was refused.

20. **Successors and Assigns.** This Easement Agreement shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors, permitted assigns and personal representatives; provided, the rights of Grantee hereunder may be assigned by Grantee in whole or in part, only upon the prior written consent of Grantor (which consent shall not be unreasonably withheld or delayed). Notwithstanding the foregoing, if a Party sells or transfers all or any portion of its interest in the Land or Adjacent Parcel, as applicable, such Party, upon the sale and/or conveyance of title, shall

be released and discharged from all of its obligations as a Party under this Easement Agreement thereafter, but shall remain liable for all obligations arising under this Easement Agreement prior to such sale and/or conveyance of title. The new owner of the BP Real Property or Tilde Parcel, or any portion thereof, as applicable, shall be liable for all obligations arising under this Easement Agreement with respect to such property or portion thereof, after the date of sale and/or conveyance of title.

21. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.
22. **No Third-Party Beneficiaries.** The Parties acknowledge and confirm that this Easement Agreement is solely for the benefit of Grantor (and Grantor's Successors) and Grantee (and its successors or assigns). Nothing in this Easement Agreement shall confer any rights or interests upon any other party.
23. **Applicable Law.** This Easement Agreement shall be governed by the laws of the State of Indiana. The parties hereto agree to accept a digital image of this Easement Agreement, as executed, as a true and correct original and admissible as best evidence for the purposes of state law, the Federal Rules of Evidence 1002, and like statutes and regulations.
24. **Amendment/Severability.** This Easement Agreement shall not be terminated, amended, supplemented or modified in any respect whatsoever, or rescinded in whole or in part, except by written instrument duly executed and acknowledged by Grantor and Grantee. If any provision of this Easement Agreement shall become invalid, illegal or otherwise unenforceable for any reason, the remaining provisions of this Easement Agreement shall continue to be in full force and effect and shall not be affected thereby.
25. **Code of Conduct.** Grantee is aware that Grantor's Code of Conduct Policy prohibits the giving or receiving of any bribe, facilitation or kickback payments, and Grantee agrees and confirms that it has not and, to the actual knowledge of Grantee, its Affiliates (as defined herein), contractors, subcontractors and its and their respective directors, officers, employees, agents and representatives, have not, in connection with the transaction contemplated by this Easement Agreement, made, offered, or promised to make, and will not make, offer, or promise to make, any payment or other transfer of anything of value, including without limitation the provision of any service, gift or entertainment, directly or indirectly, to (a) any Government Official (as defined herein), (b) any director, officer, employee, agent or representative of Grantor or any of its Affiliates, (c) any political party, official of a political party, or candidate for public office, or (d) an agent or intermediary for payment to any of the foregoing, for the purpose of obtaining or influencing the award of or carrying out of this Easement Agreement. For the purposes of this Section 21 only, (1) the term "Affiliate" means any entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control of, a party; and (2) the term "Government Official" means any director, officer, employee, agent or representative of any government or any department, agency or instrumentality thereof, and includes any person acting in any official, administrative or judicial capacity for or on behalf of any such government or department, agency or instrumentality. In the event that Grantor has any basis for a good faith belief that

Grantee may not be in compliance with the requirements set forth in this Section 21, Grantor shall advise Grantee in writing of its good faith belief and Grantee shall cooperate fully with any and all reasonable inquiries undertaken by or on behalf of Grantor in connection therewith, including reasonable access by Grantor to Grantee's personnel and records. The provisions of this Section 21 shall survive any termination or expiration of this Easement Agreement.

26. **Office of Foreign Asset Control.** Grantee hereby represents, certifies and warrants to Grantor as follows: (i) Grantee is not named by, and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by, any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control; (ii) Grantee is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used in the operation of the Easement Area have been or will be derived from a "specified unlawful activity" as defined in, and Grantee is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Grantee agrees to immediately notify Grantor if Grantee was, is, or in the future becomes a "senior foreign political figure", or an immediate family member or close associate of a "senior foreign political figure", within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything to the contrary, Grantee acknowledges and agrees that this Easement Agreement is a continuing transaction and that the foregoing representations, certifications and warranties are ongoing and shall be and remain true and in full force and effect on the date hereof and throughout the term of this Easement Agreement (and any extension thereof) and that any breach thereof shall be a default under this Easement Agreement (not subject to any notice or cure period) giving rise to Grantor's remedies, including, but not limited to, termination of the Easement Agreement, and Grantee hereby agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including, without limitation, costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certifications and warranties. The provisions of this Section 22 shall survive any termination or expiration of the Easement Agreement.
27. **Security Procedures.** Grantee hereby agrees to follow Grantor's Security Coordination/Access Procedures, as may be amended or replaced from time to time in Grantor's sole discretion, for all work within or adjacent to secure areas of the BP Real Property, including ingress thereto and egress therefrom, and all other work pertaining to this Easement Agreement. Said Security Coordination/Access Procedures shall be at least as favorable to Grantee as the security and access procedures granted to any other third party with legal rights of access to or within the
28. **Relocation or Abandonment.** This Easement Agreement, at the option of the Grantor in its sole discretion, shall terminate only upon the relocation of the respective Easements or the affirmative agreement of the party benefitted.

29. Miscellaneous

The grant of easements contained herein are for easements only, and such easements do not grant, demise, transfer or otherwise convey, and shall not be deemed to grant, demise, transfer or otherwise convey, any other right, title or interest whatsoever in or to any portion of the BP Parcels BP Real Property to Grantee

This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

The headings of various Sections and paragraphs in this Easement Agreement are for convenience of reference only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

In the event of litigation between the parties with respect to this Easement Agreement or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the non-prevailing party all of its costs of enforcement and litigation, including, but not limited to, its reasonable attorneys' and paralegal fees, witness fees, court costs, court reporters' fees and other costs of suit.

Grantor is seized of the fee simple title to the BP Real Property described herein by virtue of a series of deeds placed of record in the Office of the Recorder of Lake County, Indiana, as Document Nos. 1976-380053, 1979-550993 legally described on Exhibit A and that certain deed from INEOS USA LLC, to BP Products North America Inc., legally described on Exhibit A-1 to be recorded preceding the recording of this Easement and Grantee is seized of the fee simple title to the BP Real Property described herein by virtue of two Limited Warranty Deeds placed of record in the Office of the Recorder of Lake County, Indiana, as Document Nos. 2014-010481 and 2014-010482.

This Easement Agreement, and any modifications, may be executed in one or more counterparts, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

[SIGNATURE PAGES FOLLOW]

(GRANTOR SIGNATURE PAGE TO EASEMENT AGREEMENT)

IN WITNESS WHEREOF, Grantor and Grantee, by their authorized representatives or officers, have signed this document as of the date above indicated.

GRANTOR:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: *Richard W. Potocek*
Name: RICHARD W. POTOCEK
Title: ATTORNEY-IN-FACT

STATE OF Texas
COUNTY OF Harris

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

I, the undersigned, a notary public in and for said County in the State aforesaid, do hereby certify that Richard Potocek as ATTORNEY-IN-FACT of BP Products North America Inc., a Maryland corporation, being the Grantor in the foregoing instrument, personally known to me to be the same person whose name and title is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of the Grantor, all for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 2 day of March, 2016.

Patricia Barnard
Notary Public
My Commission expires: September 12, 2019



DECLARATION

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:

Signed: *Edward J. Krzyminski*
Name: Edward J. Krzyminski

Prepared by and after recording, return to: Edward J. Krzyminski, Contract Counsel / Corporate R.E., BP America Inc., 150 W. Warrenville Rd. (Bldg. 200), Naperville, IL 60563

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

(GRANTEE SIGNATURE PAGE TO EASEMENT AGREEMENT)

GRANTEE:

Tilde Commercial Properties, LLC
an Indiana limited liability company

By: John M Marsch
John M. Marsch, Member

STATE OF INDIANA

COUNTY OF Lake



Before me, a Notary Public in and for said County and State personally appeared the above named **Tilde Commercial Properties, LLC**, by John M. Marsch, Member who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed individually and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at 2300 Standard Avenue, this 1st day of March, A.D. 2016.



Debra E. Heaps
Notary Public

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:

Signed: Debra E. Heaps
Name: Debra E. Heaps

BP REAL PROPERTY

Exhibit A

Property Description under Doc. 380053

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: Beginning 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 center line 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 90.11 feet; 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 20 minutes 10 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 North 42 degrees 35 minutes 45 seconds East on a line that is Union Carbide monumented baseline station 4 plus 91.90 East for a distance of 427.20 feet, more or less to the 6-foot cyclone fence on the Northerly 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, page 219 to 222 inclusive with attached plat in the Recorder's Office, Lake County, Indiana; thence Northwesterly on said Northerly boundary line 556.50 feet to the point of beginning marked by an iron pipe in the concrete atop a rail monument.

[Parcel No. 45-03-08-400-003.000-025]

Property Description under Doc. 550993

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, 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 the 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. 380054, 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 Northeasterly 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 and containing 0.0048 acres.

[Part of Parcel No. 45-03-08-400-003.000-025]

BP REAL PROPERTY

BP ACQUIRED REAL PROPERTY

EXHIBIT "A-1"

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 100.60 FEET TO A POINT IN A PARALLEL LINE 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 64.99 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 239 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 955.37 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 AS 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. 380053, 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 NORTHEASTERLY 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 OF THE POINT OF BEGINNING.

[Parcel No. 45-03-08-400-006.000-025]



Exhibit B
DEPICTION OF THE BP DRIVEWAY PARCELS 1A and 1B

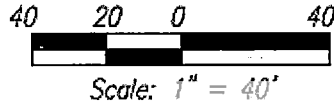
EXHIBIT "B" (BP PARCEL 1A)

EASEMENT DESCRIPTION:

That part of the East Half of the Southeast Quarter of Section 8, otherwise known as Government Lot 4, in Township 37 North, Range 9 West of the Second Principal Meridian, being a part of the second parcel described in deed to O&D USA, LLC, recorded as Document 2006 026445 in the Office of the Recorder of Lake County, Indiana being more particularly described as follows:

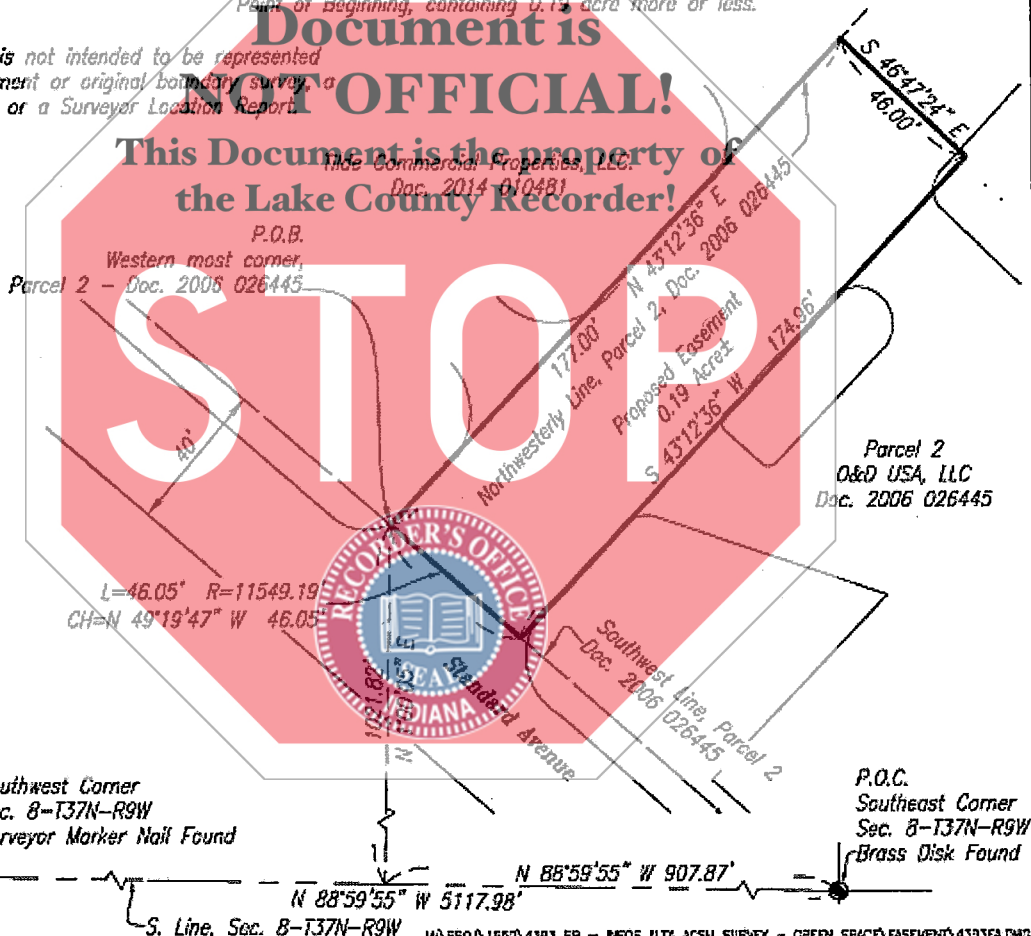
Commencing at the Southeast corner of said Section 8; thence North $88^{\circ}59'55''$ West (this and all subsequent bearings are referenced to the Indiana State Plane Coordinate System of 1983, West Zone), along the south line of said Section 8, 907.87 feet; thence North $01^{\circ}00'05''$ East, 1021.82 feet to the western most corner of said O&D parcel and the POINT OF BEGINNING; thence North $43^{\circ}12'36''$ East, along the northwesterly line of said O&D parcel, 177.00 feet; thence South $46^{\circ}47'24''$ East, 46.00 feet to a line that is 46.00 feet southeast of and parallel with said northwesterly line; thence South $43^{\circ}12'36''$ West, 174.96 feet along said parallel line to the southwest line of said O&D parcel being a non-tangent curve convex to the northeast having a radius of 11549.19 feet and a chord bearing North $49^{\circ}19'47''$ West, 46.05 feet; thence along said curve 46.05 feet to the Point of Beginning, containing 0.19 acre more or less.

Basis of Bearings: Indiana Coordinate System of 1983, West Zone



Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.



DLZ
DLZ INDUSTRIAL, LLC
 516 TECH DRIVE, BURNS HARBOR, INDIANA 46504
 TELEPHONE (219) 764-4700 FAX (219) 764-4198

WHITING
EASEMENT PLAT
PART OF SEC. 8-T37N-9W
FOR: BP PRODUCTS NORTH AMERICA, INC

INDIANA	DRAWN: AJT	CHK'D: BHK	SHEET	1
	DESIGNED: --	APPRO'D: AJT	OF	1
	DATE: 12-15-2015			
	SCALE: 1" = 40'			
	PROJECT NUMBER			
	1550-4393-70			4393EA1

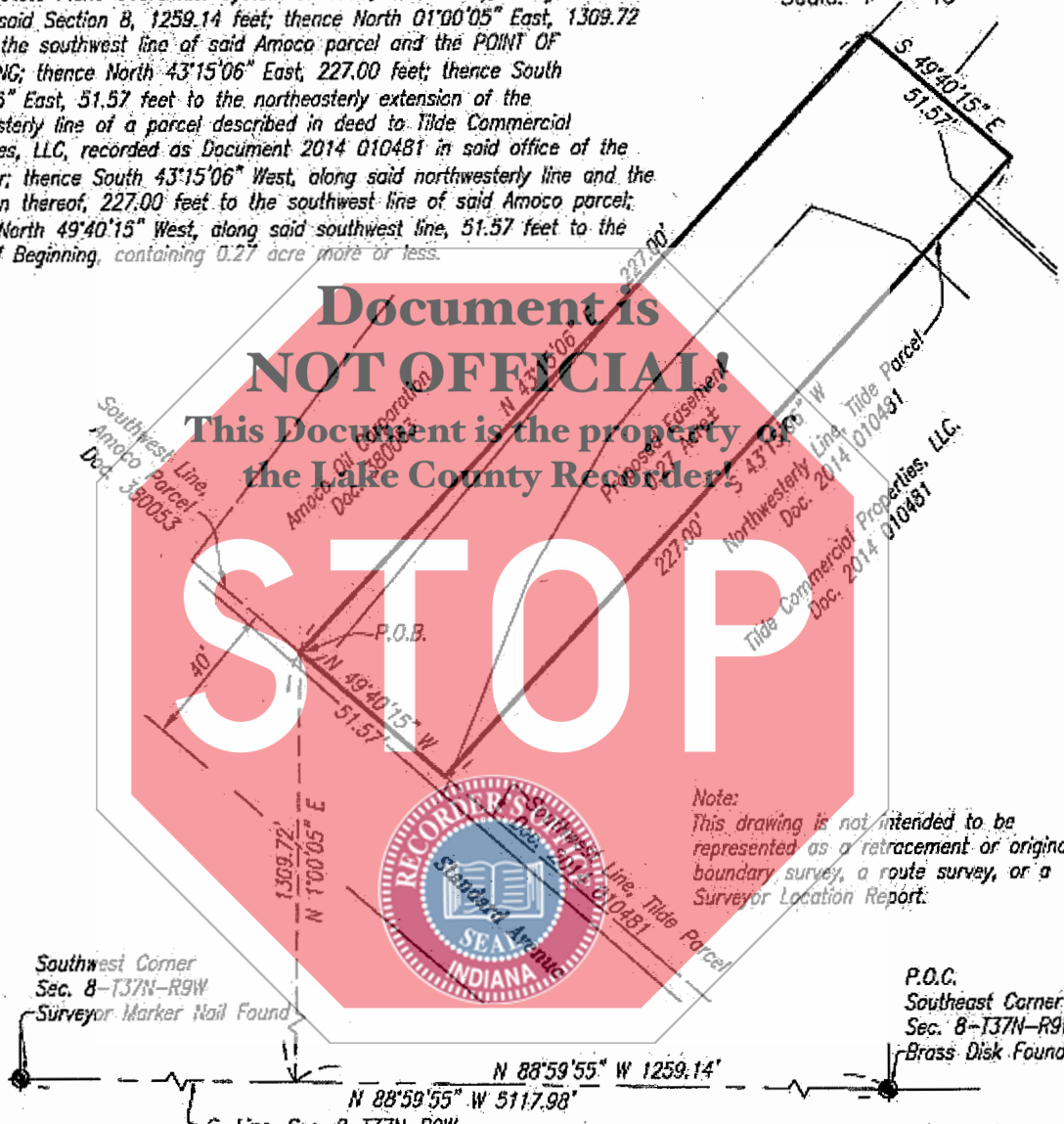
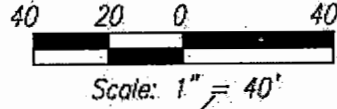
EXHIBIT "B" (BP PARCEL 1B)

EASEMENT DESCRIPTION:

That part of the East Half of the Southeast Quarter of Section 8, otherwise known as Government Lot 4, in Township 37 North, Range 9 West of the Second Principal Meridian, being a part of a parcel described in deed to Amoco Oil Corporation, recorded as Document 380053 in the Office of the Recorder of Lake County, Indiana being more particularly described as follows:

Commencing at the Southeast corner of said Section 8; thence North 88°59'55" West (this and all subsequent bearings are referenced to the Indiana State Plane Coordinate System of 1983, West Zone), along the south line of said Section 8, 1259.14 feet; thence North 01°00'05" East, 1309.72 feet to the southwest line of said Amoco parcel and the POINT OF BEGINNING; thence North 43°15'06" East, 227.00 feet; thence South 49°40'15" East, 51.57 feet to the northeasterly extension of the northwesterly line of a parcel described in deed to Tide Commercial Properties, LLC, recorded as Document 2014 010481 in said office of the Recorder; thence South 43°15'06" West, along said northwesterly line and the extension thereof, 227.00 feet to the southwest line of said Amoco parcel; thence North 49°40'15" West, along said southwest line, 51.57 feet to the Point of Beginning, containing 0.27 acre more or less.

Basis of Bearings: Indiana Coordinate System of 1983, West Zone



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

STOP



Note:
This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

Southwest Corner Sec. 8-T37N-R9W
Surveyor Marker Nail Found

P.O.C.
Southeast Corner Sec. 8-T37N-R9W
Brass Disk Found

S. Line, Sec. 8-T37N-R9W M:\PROJ\1550\4393 BP - INEDS ALTA ACSM SURVEY - GREEN SPACE\EASEMENT\4393EA2.DWG

DLZ
DLZ INDUSTRIAL, LLC
518 TECH DRIVE, BUIRING HARBOR, INDIANA 46304
TELEPHONE (219) 784-4700 FAX (219) 784-4158

WHITING
EASEMENT PLAT
PART OF SEC. 8-T37N-9W
FOR: BP PRODUCTS NORTH AMERICA, INC

INDIANA	DRAWN: AJT	CHK'D: RHK	SHEET 1
	DESIGNED: -	APPROVD: AJT	OF 1
	DATE: 12-15-2015		
	SCALE: 1" = 40'		DRAWING NUMBER
	PROJECT NUMBER		4393EA2
	1550-4393-70		

EXHIBIT C
The TILDE PARCEL

(2300 Standard Avenue, Whiting, Indiana)

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 convex 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.

[Parcel No.: 45-03-08-400-004.000-25]

and

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 South line 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.

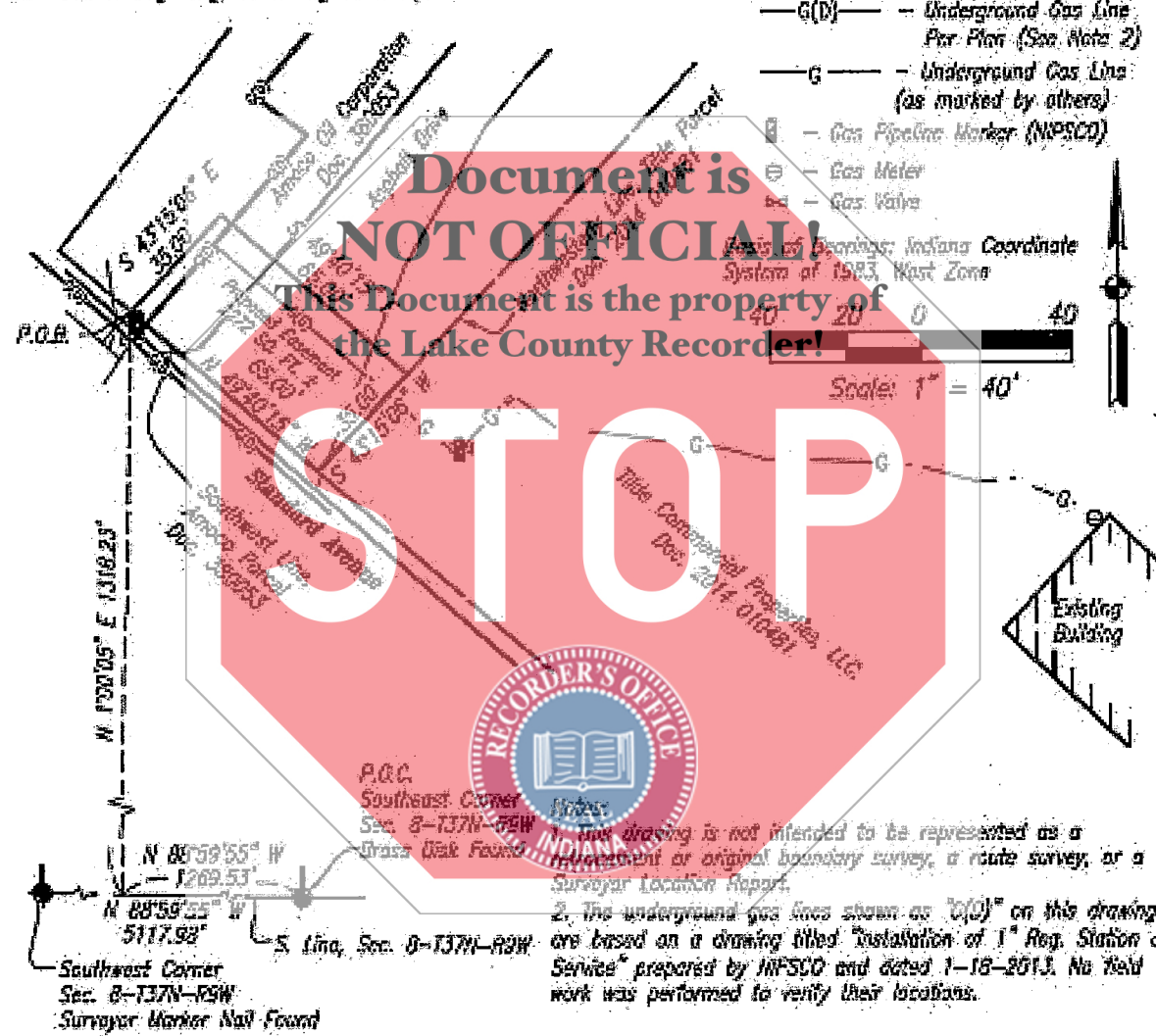
[Parcel No.: Part of 45-03-08-400-004.000-25]

EXHIBIT "D"
NATURAL GAS EASEMENT FOR PIPELINE

EASEMENT DESCRIPTION:

That part of the East Half of the Southeast Quarter of Section 8, otherwise known as Government Lot 4, in Township 37 North, Range 9 West, of the Second Principal Meridian, being a part of a parcel described in deed to Amaco Oil Corporation, recorded as Document 350053 in the Office of the Recorder of Lake County, Indiana being more particularly described as follows:

Commencing at the Southeast corner of said Section 8; thence North 88°59'55" West (this and all subsequent bearings are referenced to the Indiana State Plane Coordinate System of 1983, West Zone); along the south line of said Section 8, 1269.53 feet; thence North 01°00'05" East, 1318.23 feet to the southwest line of said Amaco parcel and the POINT OF BEGINNING; thence North 43°15'05" East, 35.00 feet; thence South 49°40'15" East, 65.00 feet to the northeast line of a parcel described in deed to Tide Commercial Properties, LLC, recorded as Document 2014 010481 in said Office of the Recorder; thence South 43°15'05" West, along said northwest line, 35.00 feet to the southwest line of said Amaco parcel; thence North 49°40'15" West, along said southwest line, 65.00 feet to the Point of Beginning, containing 2272 Square Feet more or less.

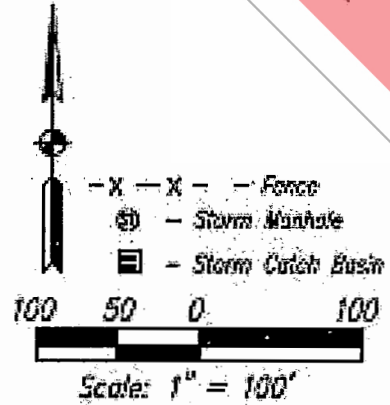
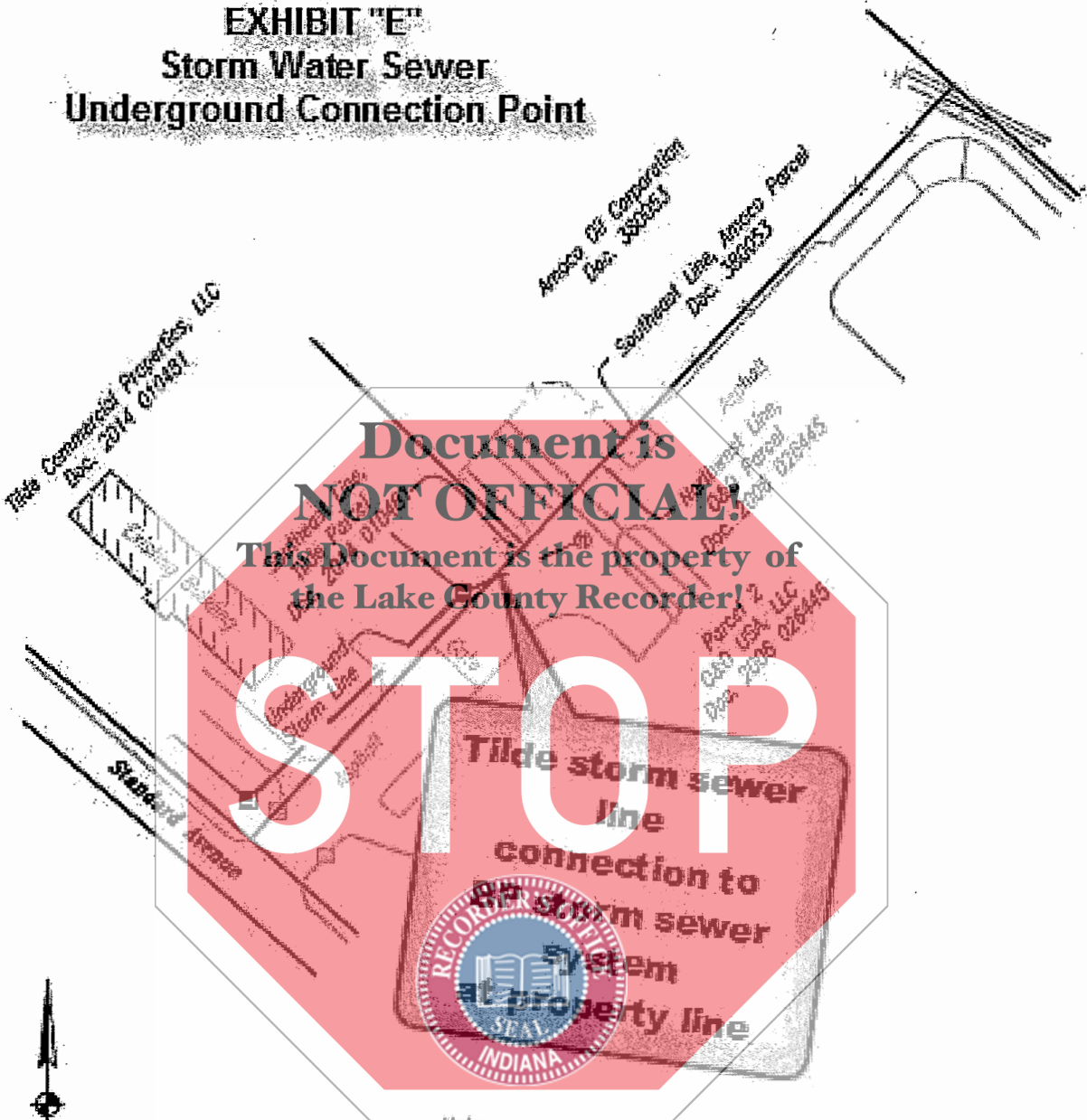


DLZ
 DLZ INDUSTRIAL, LLC
 510 WEST CENTER STREET, SUITE 400
 ELKHART, IN 46516-1000 TEL: (317) 296-0200 FAX: (317) 296-0200

EASEMENT PLAT
 PART OF SEC. 8-T37N-9W
 FOR: BP PRODUCTS NORTH AMERICA, INC

DATE: 3-5-2019	DRAWN BY: JEFFREY J. JONES	CHECKED BY: JEFFREY J. JONES	SHEET: 1
SCALE: 1" = 40'	PROJECT NUMBER: 1550-4303-70	DATE: 3-5-2019	OF: 1
DRAWING NUMBER: 4303EA3			

EXHIBIT "E"
Storm Water Sewer
Underground Connection Point



Note:
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report. The boundary lines shown herein are referenced to an ALTA/ACSM Land Title Survey, prepared by DLZ, and recorded as Document: 2016 006642 in Survey Book 28, Page 39 in the Office of the Recorder of Lake County, Indiana.

DLZ
 DLZ INDUSTRIAL, LLC
3115 NORTH CENTE, SUITE 1000, INDIANAPOLIS, INDIANA 46204
 TEL: 317.556.2200 FAX: 317.556.2100 DLZ.COM 317.556.2100

EXHIBIT DRAWING
STORM WATER LINE
 PART OF SEC. 8-T57N-9W
 FOR: BP PRODUCTS NORTH AMERICA, INC

ISSUANCE DATE	APPROVAL DATE	SHEET	1
DATE	DATE	OF	1
SCALE	PROJECT NUMBER	DRAWING NUMBER	
1" = 100'	1550-4393-70	4393EX	

1550/2005/1550/4393 BP - 2016 ALTA ACSM SURVEY - GREEN SPACE/DRY/4393EX0001

COPY
(original not available)

POWER OF ATTORNEY

BP Products North America Inc., a corporation duly organized and subsisting in good standing under the laws of Maryland (the "*Corporation*") does hereby make, constitute and appoint:

RICHARD W. POTOCEK

(hereinafter referred to as "*Attorney-in-Fact*") as its lawful Attorney-in-Fact for and in the name of this Corporation to take any and all of the following actions:

1. Execute real estate related contracts and agreements in conjunction with the Unique Authority for Group Real Estate and pursuant to my Delegation of Authority (DoA) limits.

HEREBY GIVING AND GRANTING said Attorney-in-Fact full power and authority to do and perform all acts necessary and proper to accomplish the foregoing, and hereby ratifying and confirming all that said Attorney-in-Fact shall do or cause to be done by virtue thereof.

THIS POWER OF ATTORNEY contains the following restrictions:


1. The authorities described herein are not transferable nor can they be sub-delegated to any other individuals.

THIS POWER OF ATTORNEY shall be effective as of July 1, 2015 and shall remain valid until the earlier of any of the following:

1. Through June 30, 2016
2. The date the Attorney-in-Fact ceases to be an employee of the Corporation or any wholly-owned subsidiary of BP p.l.c.; or
3. The date this Power of Attorney is formally revoked by the Corporation.

IN WITNESS WHEREOF, BP Products North America Inc. has caused this Power of Attorney to be executed by its duly authorized officer on this 22 day of June, 2015.



By: 
 Name: Eddy Quah
 Title: Vice President

ATTEST:


 Name: Nike Thorpe
 Title: Assistant Secretary

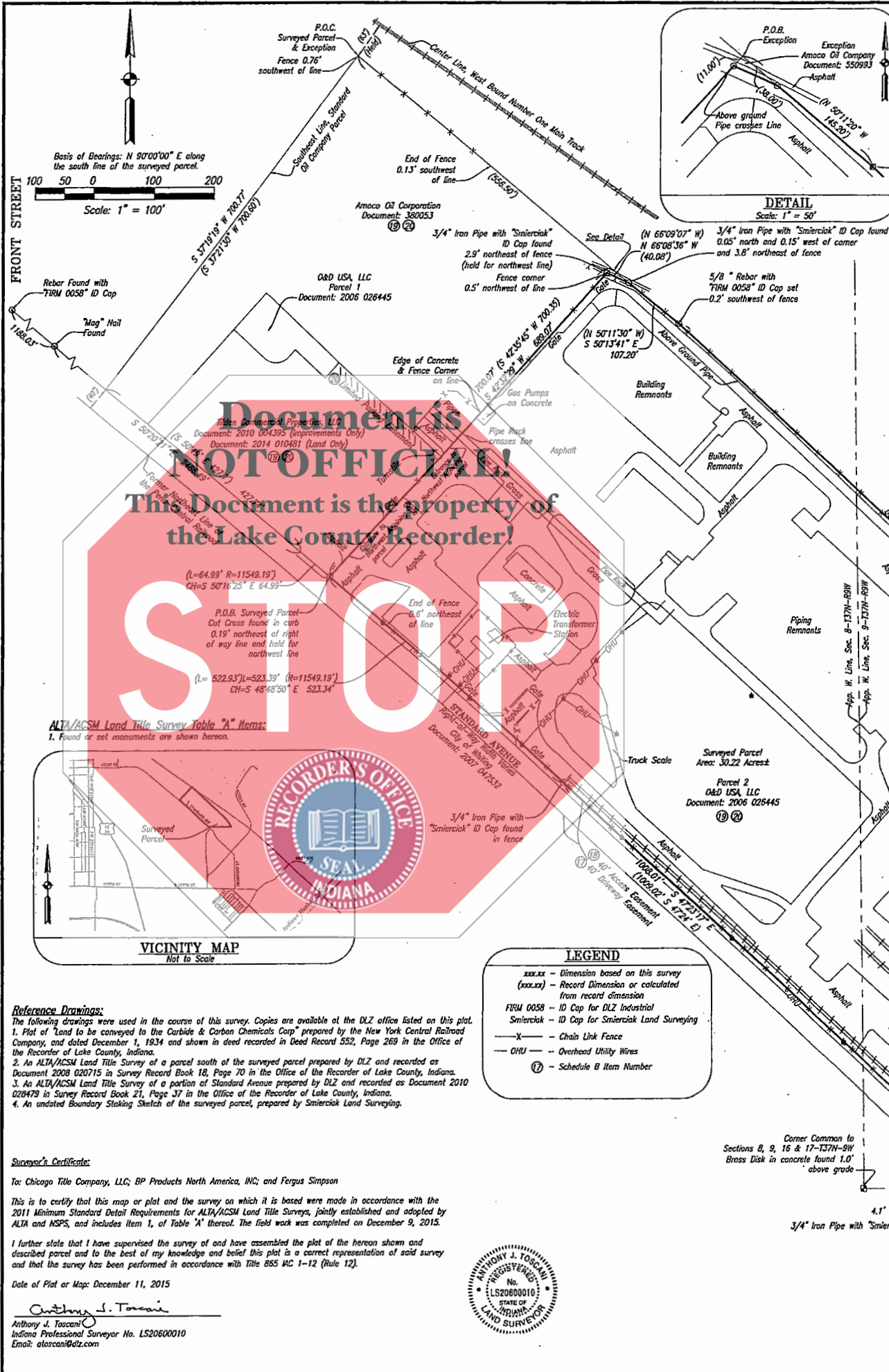
DECLARATION

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


 Edward J. Krzymirski, attorney

This instrument prepared by the Office of the U.S. Company Secretary of BP Products North America Inc. by Nike Thorpe, Assistant Secretary.

Return after recording to: Kim E. Murakawa, Managing Counsel, 501 Westlake Park Blvd., Houston, TX 77079



Corner Common to Sections 8, 9, 16 & 17-137N-9W
 Brass Disk in concrete found 1.0' above grade



Property Description (Per Chicago Title Insurance Company Commitment No. 1500362, dated January 6, 2015)

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 Southeastery line of the land owned by Standard Oil Company of Indiana that is a distance of 63 feet by rectangular measurement Southwestery 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 Southeastery 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 Northwesterly from the Northeastery 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 Southeastery along a line drawn parallel to and distant 40 feet by radial measurement Northwesterly from the Northeastery 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 64.99 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 an 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 955.37 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 Southeastery 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 Southwestery 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 Southeastery 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. 380053, said boundary being the Southeastery 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 Southeastery 38.00 feet along said Southeastery boundary of said Railroad to a point; thence North 60 degrees 00 minutes 07 seconds West 40.08 feet to a point in the Easery 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.

General Notes:

- The description contained in Document 2006 026445 for parcel 2 is the same as the description contained in the commitment for title insurance issued by Chicago Title Insurance Company for this parcel. Also, the description of the exception parcel recited in Document 550993 is the same as the exception description contained in the commitment, except that the caption in the document description makes no reference to the West one-half of the Southwest Quarter of Section 9.
- Demolition activities of site improvements were being conducted on the site during the course of this survey which impeded normal survey practices for this project. Therefore, the only improvements that were located are the railroad tracks and those items within 5 feet of the boundary lines. All others were traced from aerial imagery.
- Parcels identified by title description or record references are obtained from County Auditor's office and/or Recorder's office and are not certified. The information may or may not reference the most current deed of record or the most current status of title for that parcel.
- I, Anthony J. Tosconi, have prepared this instrument and affirm under the penalties for perjury, that I have taken reasonable care to reduce each social security number in this document, unless required by law.

Surveyor's Report

This plat represents a retracement survey of a parcel described in a commitment for title insurance issued by Chicago Title Insurance Company as Commitment Number 1500362, effective date January 6, 2015. The following information and opinions are submitted regarding the cause and amount of uncertainty in the lines and corners found and/or established by this survey because of the following:

A) Availability and condition of reference monuments:

- Found monuments were held at the following locations:
 - A Lake County perpetuated Brass Disk in Concrete found at the corner common to Sections 8, 9, 16 & 17-T37N-R9W.
 - A Railroad Rail Monument with cross notch in concrete found along the south line of Section 9. This monument is called for in a previous deed for the south adjoining parcel (Deed Record 1080, Page 478).
 - Monuments found at or near the corners of the surveyed parcel which appear to have been set by Smierciak Land Surveying as part of their survey of the surveyed parcel (Reference Drawing 4)
- Unless otherwise stated or shown on this plat, found monuments were undisturbed, at or near grade, and of unknown origin. Uncertainties in location due to found monuments are noted on this plat.

B) Occupation or possession lines:

- Uncertainties due to observed lines of occupation or possession are as follows:
- There is a pipe rack which crosses the northwest line of the surveyed parcel as shown hereon.
 - There is an above ground pipe which crosses the northwest line of the surveyed parcel near the northeast corner as shown hereon (see detail drawing).
 - There is a pipe rack which crosses the southwest corner of the surveyed parcel as shown hereon.
 - There are access points to the northwesterly adjoining parcels located along the northwest line of the surveyed parcel as shown hereon.
 - The locations of existing fences and gates along the perimeter of the surveyed parcel are shown hereon.

C) Clarity or ambiguity of record descriptions:

There were no uncertainties in location due to record descriptions except as follows:

- The description for Standard Avenue (Document: 2007 047532) makes no references to the curve recited in the record description (Document: 2006 026445).

D) Relative Positional Accuracy (Due to random errors in measurements):

This survey meets the relative positional accuracy requirements for an Urban Class Survey.

Theory of Location:

The south line of the surveyed parcel (south line of said Section 9) was established by holding the Brass Disk and Railroad Rail monuments listed in Part A1 above. The southwest corner of the surveyed parcel was established at a record distance of 803.88 feet (Deed Record 1080, Page 478) from the found Railroad Rail Monument. The southeast corner of the surveyed parcel was established holding the record distance of 907.28 feet (Document: 2006 026445) along the south line. The southwest line of the surveyed parcel (northwest line of Standard Avenue) was established by holding southwest corner of the surveyed parcel, a pipe found with "Smierciak" ID cap, and the right-of-way of Standard Avenue as previously established by DLZ as part of Reference Drawing 4. The curve along the southwest line was established by holding the end points of the curve as shown in the detail drawing. The northeast line of the surveyed parcel was established by holding the northeast corner of the surveyed parcel, found monuments as set by Smierciak and the record distance of 63 feet from the center line of the West Bound Number One Main track of the railroad.

Notes Corresponding to Schedule B, Section 2

The commitment for title insurance issued by Chicago Title Insurance Company, dated January 6, 2015, as Commitment No. 1500362, contains the following exceptions which are survey matters:

- Easement and reservation as created in the deed made by the New York Central Railroad Company to Carbide and Carbon Chemicals Corporation (now Union Carbide Corporation) dated July 13, 1936 and recorded September 19, 1936 in Deed Record 518, pages 219 and 223 and Deed Record 518, page 219.

-Deed Record 518, Page 219 describes 40 foot Driveway Easements, as shown hereon, for the use of "the New York Central Railroad Company, their successors and/or assigns, and with whomsoever said Railroad may permit such use."

-Deed Record 518, Page 219 recites a "right and easement to install, maintain and use sewers, and pipe lines for the conveyance of water, along and across the lands of the New York Central Railroad Company" northwesterly of the surveyed parcel. There are no specific locations or widths for the water easements in the document.

-Deed Record 518, Page 219 recites a "right and easement, to the extent that the said Railroad Company has the right so to do, to discharge drainage into and take water supplies from Lake Michigan within the limits of the territory therein in which the said Railroad Company claims to own the riparian rights appurtenant to it lands" There are no specific locations recited in the document.

-Deed Record 552, page 269 describes and extension of the 40 foot Driveway Easement east of the east line of the surveyed parcel and a 20 foot pipeline and wire easement, both as shown hereon.

(18) 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 Number 95028816.

-The document recites a 40 foot access easement along the area shown as Standard Avenue on this plat.

(19) Terms and provisions of a Reciprocal Easement Agreement made by and between BP Products North America and O&D USA LLC dated April 1, 2005 and recorded March 31, 2006 as Document Number 2006 026446.

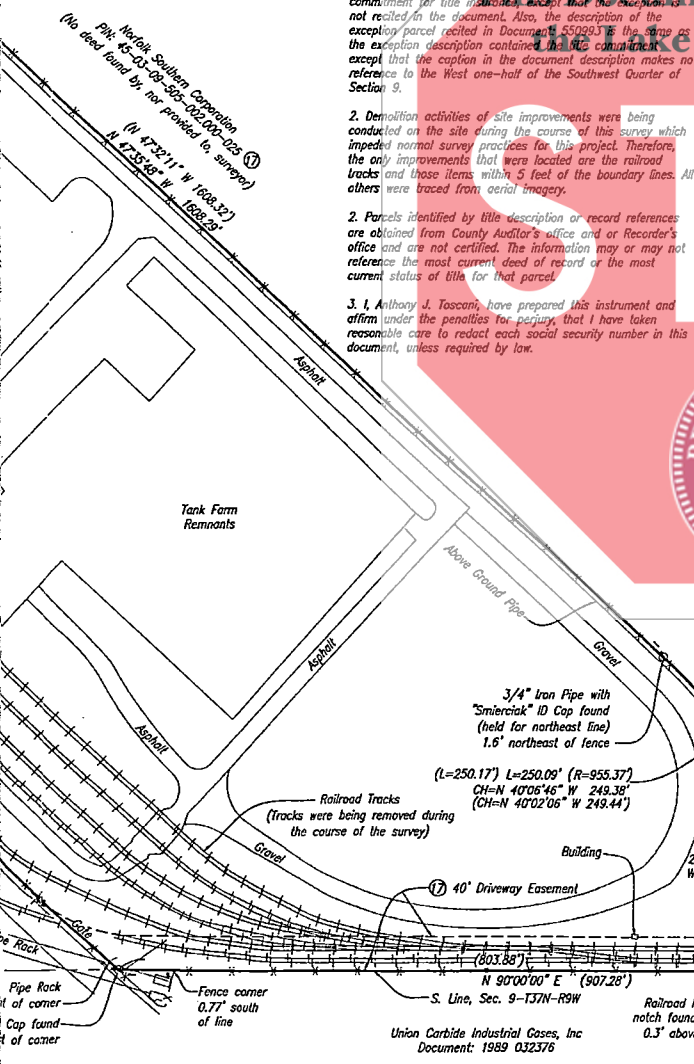
-Blanket Access Easements with no widths or locations for the easements are specified in the document.

(20) Terms and provisions of an Agreement Relating to Reciprocal Easement Agreement made by and between BP Products North America and Ineos USA, LLC and Title Commercial Properties, LLC dated December 17, 2009 and recorded January 23, 2010 as Document Number 2010 004396.

Terms and provisions of an Amendment to Reciprocal Easement Agreement made by and between Ineos USA LLC, successor to Ineos USA, LLC, successor to O&D USA, LLC, and Title Commercial Properties, LLC, recorded February 21, 2014 as Document Number 2014 010483.

-Easements for Electric Line, Waste Water Treatment Facilities, Water Drainage Facilities, Potable Water Line, 100% Steam Line, Fire Water Line are blanket easements based on the locations of existing or future above ground and / or underground utility structures. No widths or locations for the easements are specified in the documents.

-Parking Easement over that part of the parking lot of the northwest adjoiner as shown hereon.



DLZ
DLZ INDUSTRIAL, LLC
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DRAWN BY	CHK'D BY
DESIGNED BY	APPROVED BY
DATE: DECEMBER 11, 2015	
SCALE: 1" = 100'	

INDIANA
ALTA/ACSM LAND TITLE SURVEY
STANDARD AVENUE AND DICKEY ROAD
PT. OF SECTIONS 8 & 9-T37N-R9W
FOR: BP PRODUCTS NORTH AMERICA, INC.

NO.	REVISION	BY	DATE

SHEET	1
OF	1
DRAWING NUMBER	4393AL
PROJECT NUMBER	1550-4393-70