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\$58.00 MISC RECORDING
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09/04/2014 02:10:57 P.M. RECEIPT# 86019
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No.: RC-WHMD-111-14-006
Facility MID Number: MID005356902

This Declaration of Restrictive Covenant (Restrictive Covenant) is made to protect public health, safety, welfare, and the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324.11101 *et seq.* (Part 111) and the applicable Sections of Part 201, Environmental Remediation, MCL 324.20101 *et seq.* (Part 201) of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.101 *et seq.* and the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*

This Restrictive Covenant is made on 21st day of August, 2014 by RACER Properties LLC, the Grantor, an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (Trust) and the current fee title holder of the Property, formerly owned by General Motors Corporation (GM Corp.), such Property legally described in Exhibit 1 and depicted in Exhibit 2, the address of which is 660 South Boulevard East, Pontiac, Michigan, 48341, Tax Identification Numbers 19-03-101-003 and 19-04-226-020, for the benefit of the Grantee, the State of Michigan, Department of Environment Quality (MDEQ), 525 West Allegan Street, P.O. Box 30473, Lansing, Michigan 48909-7926.

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This Restrictive Covenant has been made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the Property. There is an existing Restrictive Covenant on the Property dated March 30, 2007 and filed with the Oakland County Register of Deeds on April 13, 2007 (2007 Restrictive Covenant), which includes certain land and resource use restrictions, soil management provisions, monitoring well coordination, and prohibition of installation of wells to extract groundwater for potable use.

The land and resource restrictions contained in the present Restrictive Covenant are based upon information available to MDEQ and the United States Environmental Protection Agency (USEPA) at the time this Restrictive Covenant was recorded. Failure of the corrective measures to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the Corrective Action Complete with Controls Report for the Property (CACC Report – to be filed after recording of this Restrictive Covenant); future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Parts 111 and 201 of NREPA; the discovery of

environmental conditions at the Property that were not accounted for in the CACC Report; or use of the Property in a manner inconsistent with the restrictions described herein or in the 2007 Restrictive Covenant – each may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. Additional restrictions may become necessary.

Summary of Corrective Measures

In 1998, GM Corp. began RCRA Corrective Action activities at its Pontiac Centerpoint Campus (PCC), USEPA Site Identification No. MID005356902, under an Administrative Order on Consent with USEPA. The Property (which is now owned entirely by the Grantor) is a portion of PCC and generally consists of Area of Interest (AOI) #53 (Building 33), AOI #52 (Dyno Tank Farm), AOI #50 (Duco Stores), and AOI #49 (Former Coal Pile Storage Area). As documented in the August 3, 2006, USEPA Response to Comments and Final Decision, the final corrective measures at the Property include:

- Institutional controls to prohibit use of shallow groundwater for potable use and to restrict land use for any purpose other than commercial/industrial (i.e. non-residential)
- Recovery of light non-aqueous phase liquid (LNAPL) at AOI #53
- Implementation of a long-term groundwater monitoring program at AOI #53
- Underground storage tank closure under Michigan Act 451 Part 213 at AOI #50 and AOI #52

USEPA concurred with a recommendation to terminate LNAPL recovery at AOI #53 in a May 6, 2009 letter. The long term groundwater monitoring at AOI #53 was completed in 2010.

On March 31, 2011, the Trust took title to the Property, and subsequently conveyed it to RACER Properties LLC, an entity wholly owned by the Trust. The Trust was established and assumed the rights, title, and interest of Motors Liquidation Company (as successor to GM Corp.) in and to the Property pursuant to an Environmental Response Trust Consent Decree and Settlement Agreement (“Settlement Agreement”) entered by the U.S. Bankruptcy Court for the Southern District of New York on March 29, 2011, in the case of *In re Motors Liquidation Company*, etc. et al., Debtors, Case No. 09-50026 (REG), among the Debtors, the United States of America, certain states including the State of Michigan, the Saint Regis Mohawk Tribe, and EPLET, LLC (not individually but solely in its representative capacity as Administrative Trustee of the Trust).

USEPA preliminarily approved a RCRA CACC Report for the Property with the exception of confirmed MDEQ release numbers C-0235-90, C-0776-90, and C-1831-91(AOI #50 (DUCO Stores)). Subsequently it was agreed upon between USEPA and MDEQ that the above releases at AOI #50 would be addressed pursuant to RCRA Corrective Action under USEPA oversight.

Based on the existing information from the investigations conducted at the Property, constituents were detected in soil above residential, groundwater-surface water interface (GSI), and non-residential cleanup criteria. Because the Property will be restricted to non-residential, residential criteria do not apply to it. Constituents at the Property detected at concentrations that exceed non-residential criteria include: 1,1-dichloroethene, 1,1,1-trichloroethane, 1,2,4-trimethylbenzene,

1,3,5-trimethylbenzene, benzene, ethylbenzene, lead, methyl tertbutyl ether, naphthalene, phenanthrene, tetrachloroethene, toluene, trichloroethene, vinyl chloride, and xylenes.

Soil and groundwater contamination remain at levels that do not allow unrestricted use of the Property. Public health will be protected by limiting the use of the Property to non-residential (Exhibit 3), prohibiting the use of groundwater, and requiring a vapor intrusion assessment to be completed or a vapor barrier and/or mitigation system installed prior to construction of any new building(s) or occupying the designated portion of the existing building (as identified in Exhibit 4). Restricting the Property to uses consistent with the exposure assumptions identified above will allow the use to be protective of the public health, safety, and welfare, and the environment.

Definitions

“Grantee” shall mean MDEQ, its respective successor entities, and those persons or entities acting on its behalf.

“Grantor” shall mean RACER Properties LLC, an entity wholly-owned by the Trust, the title holder of the Property at the time this Restrictive Covenant was executed, or any future title holder of the Property or some relevant sub-portion of the Property.

“MDEQ” means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

“NREPA” shall mean the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*

“Owner” means at any given time the then-current fee title holder(s) and the holder(s) of a life estate of the Property or any portion thereof, including the fee title holder’s lessees and those persons or entities authorized to act on the fee title holder’s behalf.

“Part 201” shall mean Part 201, Environmental Remediation, of NREPA.

“Property” shall mean the property legally described in Exhibit 1.

“USEPA” means the United States Environmental Protection Agency, its successor entities, and those persons or entities acting on its behalf.

All other terms used in this document which are defined in Part 3, Definitions, of NREPA, Part 111, Part 201, or the Part 111 and Part 201 Administrative Rules, shall have the same meaning in this document as in those statutes and rules as on the date this Restrictive Covenant is made.

NOW THEREFORE,

Declaration of Land Use and Resource Use Restrictions

The Grantor, as current fee title holder of the Property, hereby declares and covenants that the Property shall be subject to those restrictions on use described below, in addition to the restrictions in the 2007 Restrictive Covenant, and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against the Owner by the following entities: (1) the Grantor, if it is no longer owner; (2) MDEQ; or (3) USEPA.

1. Land Use Prohibitions. The Owner shall prohibit all uses of the Property that are not compatible with the non-residential land use category under MCL 324.20120a(1)(b) and generally described in the Description of Allowable Uses, attached hereto as Exhibit 3.

Part 201 cleanup criteria for land use-based response activities are located in the Government Documents Section of the State of Michigan Library, MCL 324.201201 *et seq.* effective December 31, 2013, and Michigan Administrative Code (MAC) Rule (R) 299.5701 – R 299.5727, effective December 31, 2013.

2. Activities Prohibited. The Owner shall prohibit activities on the Property that may result in exposures above the non-residential land use category. These prohibited activities include:
 - a. No drinking water wells may be installed or used on the Property.
 - b. No groundwater extraction wells may be installed or used on the Property, except for wells and devices that are part of an MDEQ- or USEPA-approved response activity and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws.
 - c. No excavation and transport of any saturated soils from the Property may be completed without MDEQ or USEPA approval.
 - d. No contaminated soils may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.
 - e. If Owner elects to remove any slabs, pavement, or other impervious surface on the Property, Owner shall be responsible for any and all obligations under environmental laws arising from any such removal, alteration, or disturbance, whether or not caused by, arising from or related to, an environmental condition.
3. Monitoring Wells. The Owner shall not remove, disturb, or damage any monitoring wells on the Property without MDEQ or USEPA approval.

4. Contaminated Soil Management. The Owner shall manage contaminated soils, media, and/or debris and all other soils located on the Property in accordance with the requirements of Part 111 and RCRA Subtitle C, the administrative rules promulgated pursuant to Part 111 and RCRA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c; this provision regarding contaminated soil management also applies in the event that the Owner elects to remove any slabs, pavement, or other impervious surface on the Property.

5. Soil Vapor Management. The Owner shall not build on or occupy the portion of the Property included in the vapor intrusion (VI) restriction areas of the Property identified in Exhibit 4 without first completing one of the following:

Option 1) Demonstrate to the satisfaction of MDEQ and USEPA the absence of an unacceptable vapor intrusion risk to human health in the existing or any newly constructed buildings in the area identified in Exhibit 4; or

Option 2) With concurrence from MDEQ or USEPA, install, operate and maintain a vapor barrier and/or mitigation system designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into any building at concentrations greater than applicable criteria. Continued operation and maintenance of the vapor barrier and/or mitigation system is required until evidence is presented to MDEQ and USEPA consistent with Option 1 above. The prohibition not to build on or occupy the portion of the Property included in the VI restriction areas does not apply to short-term occupancy of a building solely for purposes of construction, renovation, repair, or other necessary short-term activities as long as adequate health and safety precautions for workers involved in such construction, renovation, repair, or other short term activities are employed during these activities, and these activities are performed in compliance with Section 20107a of NREPA. Such short-term activities and short-term occupancy would not be expected to exceed six months in duration, and MDEQ or USEPA must be informed if the activities or occupancy are expected to exceed six months.

6. Access. The Owner shall grant to MDEQ and USEPA the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples, inspect the operation of the corrective measures, and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Parts 111 and 201, applicable federal laws and regulations, and the USEPA Final Decision and the subsequent CACC Report.

7. Transfer of Interest. The Grantor shall provide notice at the addresses provided in this document to MDEQ and USEPA of the Grantor's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by Grantor without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of Section 20116 of NREPA. The Grantor shall include in any

instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANT AND ENVIRONMENTAL PROTECTION EASEMENT, DATED _____[month, day, year], AND RECORDED WITH THE OAKLAND COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

8. Notices. Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include the Facility MID Number: MID005356902 and MDEQ Reference Number: RC-WHMD-111-14-006; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For USEPA:

Director
Land and Chemicals Division (DR-8J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

with a copy to:

Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

For MDEQ:

Chief
Office of Waste Management and Radiological Protection
Michigan Department of Environmental Quality
P.O. Box 30241
Lansing, MI 48909-7741

9. Term. This Restrictive Covenant shall run with the Property and shall be binding on the Owner, and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control.
10. Enforcement. The Grantor is entitled to enforce the restrictions and covenants of this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. The Grantor, on

behalf of itself, and its successors in title, intends and agrees that MDEQ and USEPA are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against the Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.

11. Third Party Beneficiary. The Grantor, on behalf of itself and its successors, and assigns, hereby agrees that the United States, acting by and through USEPA, its successors and assigns shall be a third party beneficiary (Third Party Beneficiary) of all the benefits and rights set out in the restrictions, covenants, easements, exceptions, notifications, conditions, and agreements herein, and that the Third Party Beneficiary shall have the right to enforce the restrictions described herein as if it was a party hereto. No other rights in third parties are intended by this Restrictive Covenant, and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions or obligations beyond the Grantor, MDEQ, and their successors and assigns, and the Third Party Beneficiary.
12. USEPA Entry and Access. Nothing in this Restrictive Covenant shall limit or otherwise affect USEPA's right of entry and access, or authority to undertake actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C. §§ 9601 *et seq.*) or under the National Contingency Plan (40 C.F.R. Part 300), and any successor statutory provisions, or other state or federal law. The Grantor consents to officers, employees, contractors, and authorized representatives of USEPA entering and having continued access to this Property for the purposes described in Paragraph 6 (Access) of this Restrictive Covenant.
13. Modification / Release / Rescission. The Grantor or Owner may request in writing to MDEQ or USEPA, at the addresses provided in herein, modifications to, or release or rescission of, this Restrictive Covenant. This Restrictive Covenant may be modified, released or rescinded only with the written approval of the USEPA and MDEQ. Any approved modification to, or release or rescission of, this Restrictive Covenant shall be filed with the appropriate Registrar of Deeds by the Grantor or Owner and a certified copy shall be returned to MDEQ and USEPA at the addresses provided herein.
14. Severability. If any provision of this Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this Restrictive Covenant, and all other provisions shall continue to remain in full force and effect.
15. Limitation on the Trust's Liability. The Trust's and the Administrative Trustee's liability is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.

16. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.
17. Miscellaneous:
- a. Controlling Law: The interpretation and performance of this Restrictive Covenant shall be governed by the laws of the United States as to the obligations referred to in the 1998 Administrative Order on Consent, the USEPA Final Decision, and the CACC Report; and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of NREPA.
 - b. Liberal Construction: Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to affect the purpose of this Restrictive Covenant, the 2007 Restrictive Covenant, and the policy and purpose of RCRA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant and the 2007 Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

[Signatures follow]

IN WITNESS WHEREOF, RACER Properties LLC has caused this Restrictive Covenant, RC-WHMD-111-14-006, to be executed on this 21st day of August, 2014.

RACER PROPERTIES LLC

By: Revitalizing Auto Communities
Environmental Trust, Sole Member of
RACER Properties LLC

By: EPLET, LLC, acting solely in its
representative capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By: [Signature]
ELLIOTT P. LAWS, not individually, but
acting solely in his representative capacity as
Managing Member of EPLET, LLC,

District of Columbia
STATE OF MICHIGAN
COUNTY OF Washington
City

The foregoing instrument was acknowledged before me this 21st day of August, 2014 by ELLIOTT P. LAWS, as Managing Member of EPLET, LLC, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of the company.



[Signature]
Notary Public Signature

Name of Notary Public Myung Wang
Notary Public, State of District of Columbia
County of City of Washington
My Commission Expires: June 14, 2019
Acting in the County of N/A

This document is exempt from state and county transfer taxes pursuant MCL 207.505(a) and MCL 207.526(a).]

When recorded return to:
David Favero
RACER Trust, Deputy Cleanup Manager – Michigan
500 Woodward Avenue, Suite 1510
Detroit, Michigan 48226

EXHIBIT 1

LEGAL DESCRIPTION

Real property in the City of Pontiac, County of Oakland, State of Michigan, described as follows:

Parcel 25:

Lots 1, 2 and 4, and Part of Lots 5 and 11, Assessor's Plat No 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, Also Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as: Beginning at a point distant North 87 degrees 23 minutes 00 seconds West, 1334.96 feet from the North 1/4 corner of said Section 3; thence South 02 degrees 36 minutes 20 seconds West, 2236.05 feet; thence along a curve to the left, radius 319.50 feet, chord bears South 19 degrees 50 minutes 14 seconds East, 243.95 feet, distance of 250.30 feet; thence South 42 degrees 16 minutes 49 seconds East, 511.12 feet; thence along a curve to the left, radius 358 feet, chord bears South 65 degrees 55 minutes 06 seconds East, 87.18 feet, distance of 87.40 feet; thence South 72 degrees 54 minutes 43 seconds East, 82.10 feet; thence along a curve to the right, radius 393 feet, chord bears South 54 degrees 06 minutes 50 seconds East, 252.20 feet, distance of 256.77 feet; thence South 35 degrees 22 minutes 57 seconds East, 5.04 feet; thence East 356.59 feet; thence North 45 degrees 00 minutes 00 seconds East, 52.32 feet; thence South 86 degrees 19 minutes 30 seconds East, 130.98 feet; thence South 45 degrees 00 minutes 00 seconds East, 40.45 feet; thence East 413.69 feet; thence South 04 degrees 42 minutes 41 seconds West, 141.05 feet; thence along a curve to the right, radius 700 feet, chord bears South 16 degrees 58 minutes 24 seconds West, 297.34 feet, distance of 299.62 feet; thence South 29 degrees 14 minutes 08 seconds West, 85.68 feet; thence along a curve to the left, radius 520 feet, chord bears South 07 degrees 58 minutes 11 seconds East, 628.86 feet, distance of 675.33 feet to the Northeasterly right of way line of Grand Trunk Western Railroad; thence North 45 degrees 10 minutes 30 seconds West, 993.14 feet; thence North 39 degrees 38 minutes 57 seconds West, 237.47 feet; thence along a curve to the right, radius 564.59 feet, chord bears North 27 degrees 37 minutes 20 seconds West, 235.29 feet, distance of 237.03 feet to the Southerly line of Lot 5 of said Subdivision; thence South 69 degrees 19 minutes 44 seconds West, 211.25 feet; thence North 45 degrees 17 minutes 26 seconds West, 1000 feet; thence North 47 degrees 03 minutes 06 seconds West, 813.17 feet to the most Westerly corner of said Lot 5; thence Northeasterly 84.99 feet to the most Southerly corner of Lot 1 of said Subdivision; thence Northwesterly 376.47 feet to the Southwest corner of said Lot 1; thence Northerly 1213.01 feet along the West line of Lots 1 and 2 to the Northwest corner of Lot 2; thence Easterly 392.45 feet to the Southwest corner of Lot 4; thence Northerly 431.26 feet to the North line of Section 3; thence South 87 degrees 23 minutes 00 seconds East to the Place of Beginning, except that part in South Boulevard.

Parcel 26:

Lot 3 of Assessor's Plat No. 110, recorded in Liber 52, Page 26 of Plats, Oakland County Records.

Parcel 27:

Part of Lot 2 of Assessor's Plat No 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, described as: Beginning at a point distant South 01 degree 54 minutes 22 seconds West, 50.08 feet and North 84 degrees 47 minutes 29 seconds West, 49.75 feet from

the Northeast corner of Section 4; thence North 84 degrees 47 minutes 29 seconds West, 249.05 feet; thence South 03 degrees 31 minutes 21 seconds West, 248.07 feet; thence South 14 degrees 35 minutes 31 seconds West, 283.65 feet; thence South 87 degrees 51 minutes 14 seconds East, 300.03 feet; thence North 03 degrees 54 minutes 16 seconds East, 511.80 feet to the Place of Beginning. And, Part of Lot 2 of Assessor's Plat No 98, as recorded in Liber IB of Assessor's Plats, Page 98, Oakland County Records, described as: Beginning at a point distant North 89 degrees 08 minutes 11 seconds West, 374.57 feet and South 01 degree 04 minutes 03 seconds East, 31 feet and South 89 degrees 08 minutes 11 seconds East, 74.90 feet and South 00 degrees 49 minutes 20 seconds East, 263.76 feet and South 10 degrees 18 minutes 08 seconds West, 284.53 feet from the Northeast corner of Section 4; thence North 87 degrees 51 minutes 17 seconds East, 300.13 feet; thence North 00 degrees 23 minutes 29 seconds West, 511.94 feet; thence South 89 degrees 05 minutes 58 seconds East, 49.75 feet; thence South 00 degrees 25 minutes 10 seconds East, 576.32 feet; thence South 48 degrees 09 minutes 24 seconds West, 707.27 feet; thence North 38 degrees 09 minutes 50 seconds East, 179.80 feet; thence North 02 degrees 08 minutes 28 seconds West, 23.19 feet; thence North 38 degrees 09 minutes 50 seconds East, 85.75 feet; thence along a curve to the left, radius 441.83 feet, chord bears North 24 degrees 13 minutes 59 seconds East, 212.74 feet, distance of 214.85 feet to the Place of Beginning.

Parcel 29:

Lot 3 of Assessor's Plat No 98, as recorded in Liber IB of Assessor's Plats, Page 98, Oakland County Records, except the Southwesterly part thereof, measured 30.21 feet along the Northwesterly line and 102.11 feet along the Southeasterly line, also except that part in said parcel, described as: Beginning at the intersection of the Northeasterly line of Grand Trunk Western Railroad and the Northwesterly lot line; thence South 51 degrees 42 minutes 20 seconds East, 48.79 feet; thence along a curve concave Northwesterly, radius 1136.74 feet, chord bears North 39 degrees 30 minutes 16 seconds East, 53.18 feet, distance of 53.18 feet; thence North 38 degrees 09 minutes 50 seconds East, 83.64 feet to the Northwesterly lot line; thence South 58 degrees 16 minutes 05 seconds West, 145.56 feet to the Place of Beginning.

Parcel 30:

Part of Lots 4, 5, and 6 of Assessor's Plat No. 98, as recorded in Liber IB of Assessor's Plats, Page 98, Oakland County Records, described as follows: Beginning at a point on the East line of Section 4, located South 00 degrees 25 minutes 10 seconds East, 1525.37 feet from the Northeast corner of said Section 4, said point being the Northeasterly corner of Lot 4; thence South 73 degrees 16 minutes 54 seconds West, 114.3 feet; thence South 51 degrees 46 minutes 25 seconds East, 135 feet, more or less, to a point on the East line of Lot 6; thence North 00 degrees 25 minutes 10 seconds West, 119.83 feet to the Place of Beginning.

The above-described parcels are the same land as described in First American Title Insurance Company Commitment Number NCS-633987-MICH dated February 7, 2014.

EXHIBIT 2

DRAWING ILLUSTRATING DESCRIPTION OF PROPERTY

[Drawing on following page]

EXHIBIT 3

DESCRIPTION OF ALLOWABLE USES

Non-residential Land Use: This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

Any residential use is specifically prohibited from the non-residential land use category. This would include the primary use of the property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming use is also restricted per the prohibitions contained in this restrictive covenant.

EXHIBIT 4

LEGAL DESCRIPTION AND DRAWING ILLUSTRATING DESCRIPTION OF VAPOR INTRUSION RESTRICTION AREAS

AOI 50 DUCO STROES VAPOR INTRUSION RESTRICTON AREA (EXHIBIT 4 FIGURE 1)

A Parcel of land situated in the Northwest 1/4 of Section 3, Town 2 South, Range 10 East, City of Pontiac, Oakland County, Michigan, being part of Lots 1 & 5, "Assessor's Plat No. 110", as recorded in Liber 52 of Plats, page 26 of Oakland County records, more particularly described as: commencing at the Northwest property-controlling corner of said Section 3 (said point being N 87°23'33" W, 2483.50 feet (measured) from the North 1/4 property-controlling corner of said section 3); thence S 87°23'00" E, 1049.50 feet; thence S 02°36'20" W, 60.00 feet to the intersection of the Southerly right-of-way line of South Blvd. and the Westerly right-of-way line of Ring Road (50 feet wide); thence S 02°36'20" W, 1271.62 feet; thence leaving said right-of-way line, N 87°19'58" W, 170.97 feet to the Point of Beginning; thence S 02°40'02" W, 375.81 feet; thence N 87°19'58" W, 415.15 feet; thence N 02°40'02" E, 375.81 feet; thence S 87°19'58" E, 415.15 to the Point of Beginning. Containing 3.58 acres more or less.

pt 19-03-101-003

AOI 53 – BUILDING 33 VAPOR INTRUSION RESTRICTION AREA (EXHIBIT 4 FIGURE 2)

A Parcel of land situated in the Northwest 1/4 of Section 3, Town 2 South, Range 10 East, City of Pontiac, Oakland County, Michigan, being part of Lots 1 & 5, "Assessor's Plat No. 110", as recorded in Liber 52 of Plats, page 26 of Oakland County records, more particularly described as: commencing at the Northwest property-controlling corner of said Section 3 (said point being N 87°23'33" W, 2483.50 feet (measured) from the North 1/4 property-controlling corner of said Section 3); thence S 87°23'00" E, 1049.50 feet; thence S 02°36'20" W, 60.00 feet to the intersection of the Southerly right-of-way line of South Blvd. And the Westerly right-of-way line of Ring Road (50 feet wide) to the Point of Beginning; thence continuing along said Westerly right-of-way line S 02°36'20" W, 646.73 feet; thence N 87°23'00" W, 665.89 feet; thence N 02°36'19" E, 646.73 feet to the Southerly right-of-way line of South Blvd; thence along said Southerly right-of-way line S 87°23'00" E, 665.89 feet to the Point of Beginning. Containing 9.88 acres more or less

pt 19-03-101-003

DRAWING ILLUSTRATING DESCRIPTION OF VAPOR INTRUSION RESTRICTION AREA

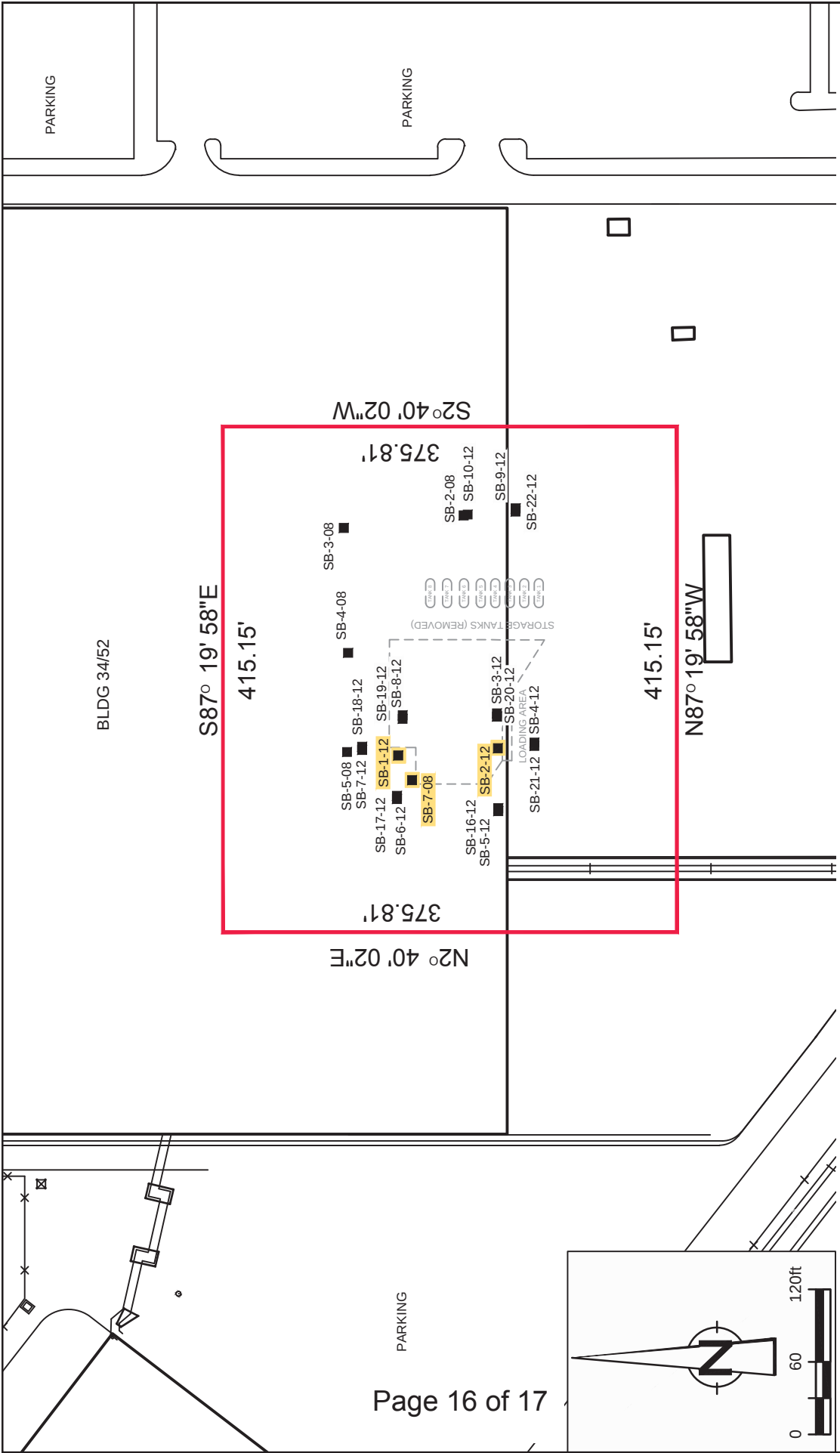


EXHIBIT 4 - FIGURE 1
AOI-50 - DUCO STORES
VAPOR INTRUSION RESTRICTION AREA
PCC-WEST
PONTIAC, MICHIGAN

LEGEND

- APPROXIMATE AREA OF RESTRICTIVE COVENANT FOR VAPOR INTRUSION
- SOIL BORING LOCATION
- SOIL BORING WITH VOCs DETECTED ABOVE PART 201 NON-RESIDENTIAL SOIL VOLATILIZATION TO INDOOR AIR INHALATION CRITERIA

NOTE: RESTRICTIVE COVENANT AREA WAS DERIVED BASED ON A MINIMUM DISTANCE OF 100 FT. FROM DELINEATION SOIL BORINGS WITH NO NON-RESIDENTIAL VAPOR INTRUSION EXCEEDANCES AND 100 FT. FROM FORMER USTs.

-AS PER SECTION 3.2.3 OF THE MDEQ GUIDANCE DOCUMENT FOR THE VAPOR INTRUSION PATHWAY (MAY 2013), A 100 FT. RADIUS FROM VAPOR SOURCES IS DEFINED AS THE PRELIMINARY SCREENING AREA, AND IS THEREFORE CONSIDERED A CONSERVATIVE DISTANCE FROM DELINEATION BORINGS TO ESTABLISH THE EDGE OF THE VAPOR INTRUSION RESTRICTION AREA.



DRAWING ILLUSTRATING DESCRIPTION OF VAPOR INTRUSION RESTRICTION AREA

