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11/02/2016 05:19:46 PM RECEIPT# 131868
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DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No: RC-RRD-201-16-031

MDEQ Approval Date: October 24, 2016

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Oakland County Register of Deeds to protect public health, safety, welfare and the environment pursuant to the applicable Sections of Part 201, Environmental Remediation, Michigan Compiled Laws (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.*

This Restrictive Covenant is made by RACER Properties LLC, the address of which is 500 Woodward Avenue, Suite 2650, Detroit, MI 48226, the Grantor and an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (Trust), and the current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environment Quality (MDEQ), the address of which is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

This Restrictive Covenant has been made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the property commonly known as 65 University Drive, Pontiac, Oakland County, MI, Site IDs # 63006001 and 0-0015260, Tax Identification Numbers 14-29-428-002, 14-29-284-007, and 14-29-284-008, and legally described and illustrated in Exhibit 1 (Property or Site), and to assure that the use of the Property is consistent with the exposure assumptions used to develop the nonresidential clean-up criteria under Section 20120a(1)(b) of NREPA and the exposure control measures relied upon at the Property.

Recording of this Restrictive Covenant with the Oakland County Register of Deeds is designed to: (1) restrict land uses at the Property; (2) restrict exposures to groundwater on the Property; (3) require any future work or other activities on the Property by or for the Owner to be conducted in conformance with; i) applicable Michigan Department of Environment Quality (MDEQ) soil relocation requirements including but not limited to MCL 324.20120c and any related administrative rules and MDEQ guidance, and ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, and the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), 29 Code of Federal Regulations Part 1910; and (4) prohibit structures from being constructed on the Property in the area of the

Property illustrated in Exhibit 2, unless the Owner has considered the potential for vapor intrusion, if any, and has taken steps to address such potential, if necessary, as may be required by MDEQ.

The land or resource use restrictions contained in this Restrictive Covenant are based upon information available at the time this document was recorded. Future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Part 201; the discovery of environmental conditions at the Property that were not known at the time this document was recorded; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. Additional restrictions may become necessary.

Exhibit 1 provides a legal description and depict the areas subject to land use, resource use, or soil vapor management restrictions, and the areas subject to notification of potential presence of residual non-aqueous phase liquid (LNAPL) as specified in this Restrictive Covenant. Exhibit 2 depicts and describes the portion of the Property that is subject to soil vapor management restrictions.

MDEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the due care requirements of Section 20107a of NREPA.

Definitions

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

"Owner" means at any given time the then current fee title holder(s) of the Property or any portion thereof, including the fee title holder's lessees and those persons or entities authorized to act on its behalf. The title to the Property is currently held by RACER Properties LLC, an entity wholly owned by the Trust (RACER Properties and the Trust are collectively referred to herein as "RACER").

"RACER" means the Revitalizing Auto Communities Environmental Response Trust (Trust), which on March 31, 2011 was established and assumed the rights, title, and interest of Motors Liquidation Company 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*, 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) and RACER Properties LLC.

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

Summary of Response Activities

Several environmental assessments of the Property have been conducted between 1992 and 2015 to identify and document environmental conditions and the presence at the Property of substances potentially posing an adverse environmental impact as a result of past operations there. Subsurface investigations have been completed to delineate the nature and extent of impacts in soil and groundwater as a result of former underground storage tank (UST) systems and automobile service activities previously conducted at the Site.

Soils were found to contain select volatile organic compounds (VOCs) at concentrations exceeding their corresponding MDEQ criteria for Drinking Water Protection, Nonresidential Soil Volatilization to Indoor Air and Direct Contact. Groundwater concentrations were found to contain select VOCs at concentrations exceeding the corresponding MDEQ criteria for Drinking Water and Nonresidential Volatilization to Indoor Air. The horizontal and vertical extent of these conditions were delineated in 2012. In May 2012, excavation activities were conducted at the Site. The excavation was approximately 14,480 square feet and included approximately 9,250 tons of impacted soil excavated to depths ranging from nine (9) to seventeen (17) feet below ground surface. The excavation was backfilled with clean aggregate material imported from a local aggregate supplier. Additional monitoring wells were installed in the excavation area to assess post-soil remediation groundwater quality. Excavation confirmation samples and post-excavation groundwater sampling results indicate remaining VOC concentrations exceed Nonresidential Soil Drinking Water Protection and Volatilization to Indoor Air criteria and groundwater concentrations of select VOCs that exceed the Nonresidential Drinking Water criteria (Exhibit 3). The results of the assessments described above also indicate the collective presence of select VOCs in soil and groundwater at select locations of the Property at concentrations that exceed the corresponding nonresidential soil and groundwater vapor screening values presented in MDEQ's May 2013, *Guidance Document For The Vapor Intrusion Pathway, DEQ Policy and Procedure Number: 09-017*. Additionally, residual VOC contaminants present in soil at two locations on the Property (refer to Exhibit 4) indicate the potential for the presence of residual Light Non-Aqueous Phase Liquid (LNAPL), as defined in MDEQ's June 2014, *Non-Aqueous Phase Liquid (NAPL) Characterization, Remediation, and Management for Petroleum Releases, RRD Resource Materials-25-2014-01*. The potential residual LNAPL present is gasoline. Contaminants present in these two areas (referred to as Potential Residual LNAPL Areas 1 and 2) were properly characterized and assessed, and will remain in place at the Property. The potential for the presence of residual LNAPL exists at approximately six (6) to fourteen (14) feet below ground surface at Area 1 and approximately thirteen (13) to eighteen (18) feet below ground surface at Area 2. The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances as a result of conditions created by the potential presence of residual LNAPL soil contaminant concentrations that exceed the unrestricted nonresidential criteria under Section 20120a(1)(a) of NREPA.

At the time this Restrictive Covenant was recorded, RACER was working with MDEQ to obtain appropriate approval pursuant to the requirements of Section 20120b(3) of NREPA.

Copies of all documents related to this matter are located in the MDEQ Southeast Michigan District Office.

NOW THEREFORE,**Declaration of Land Use or Resource Use Restrictions**

RACER hereby declares and covenants that the Property shall be subject to the following restrictions and conditions 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) MDEQ; and (2) RACER or its successor.

1. **Land Use Prohibitions.** The Owner shall refrain from or otherwise prohibit all uses of the Property that are not compatible with nonresidential land use category under MCL 324.20120a(1)(b) and generally described in the Description of Allowable Uses, attached hereto as Exhibit 5.

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 MAC Rules 299.5701 – 299.5727, also effective December 31, 2013, or as amended.

2. **Activities Prohibited.** The Owner shall refrain from or otherwise prohibit activities on the Property that may result in exposures above the nonresidential land use category. These prohibited activities include:
 - a. Installation or use of drinking water or irrigation wells on the Property.
 - b. Installation or use of groundwater extraction wells on the Property except for wells and devices that are part of an MDEQ-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. Relocation of contaminated soils on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.
 - d. "Treatment", "storage", "disposal", or "release" of any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.* (RCRA), or equivalent State law, except pursuant to a plan or permit approved in writing by MDEQ.

- e. Removal of any slabs, pavement or other impervious surface on the Property, unless the Owner takes responsibility 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.
- f. The Owner shall manage contaminated soils, media and/or debris (if any) and all other soils located at the Property whether encountered on the surface or during below grade work in accordance with any applicable requirements of Part 111, Subtitle C of RCRA, 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, or other then applicable laws.
- g. Building or occupying any structure in the Soil Vapor Management Area, which is described and illustrated in Exhibit 2, without first completing one of the following: Option 1) evaluate and determine, in accordance with applicable environmental laws, rules or regulations and to the satisfaction of MDEQ that no unacceptable vapor intrusion risks to human health exist in any existing or newly constructed site buildings; or Option 2) with the concurrence from MDEQ 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. This prohibition does not apply to short-term occupancy of a building for purposes of construction, renovation, repair, or other short-term activities as long as adequate health and safety precautions are employed during these activities, and they are performed in compliance with Section 20107a of NREPA.

If Option 2 above is selected, the Owner shall install and thereafter maintain a vapor barrier and/or install and thereafter operate and maintain a vapor intrusion mitigation system in accordance with applicable standards and criteria at the time, for the purpose of mitigating the potential intrusion of soil vapor below any human-occupied building constructed on the property after the date of this Restrictive Covenant, until it is determined by MDEQ that a vapor barrier or mitigation system is no longer necessary in accordance with Option 1, above.

- 3. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris (if any) and all other soils located at the Property whether encountered on the surface or during below grade work in accordance with any applicable requirements of Part 111, Subtitle C of RCRA, 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.
- 4. Access. The Owner shall grant MDEQ and RACER the right to enter the Property at reasonable times (1) to conduct and complete any and all response activities, together with any reasonably needed ingress and egress to the Property, and (2) for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the

right to take samples and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 111 and Part 201.

5. 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 and shall: include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include the MDEQ Reference Number: RC-RRD-201-16-031; and be served either personally, or sent via first class mail, postage prepaid, as follows:

For MDEQ:

Remediation and Redevelopment Division Chief
Michigan Department of Environmental Quality
P.O. Box 30241
Lansing, MI 48909-7926

For RACER:

RACER Trust
Attn: Michigan Clean-up Manager
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

6. Conveyance of Property Interest. The Owner shall provide notice to MDEQ and RACER at the addresses in Paragraph 5, above, of the Owner's intent to transfer any interest in the Property at least fourteen (14) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of MCL 324.20116. The Owner 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 DATED _____ [month, day, year], AND RECORDED WITH THE OAKLAND COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

7. 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. This Restrictive Covenant may only be modified or rescinded with the written approval of MDEQ and RACER.

8. Modification/ Release/Rescission. The Owner may request in writing to MDEQ and RACER, at the addresses provided in Paragraph 5, above, 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 MDEQ and RACER. Any approved modification to, or release or rescission of, this Restrictive Covenant shall be filed with the Oakland County Registrar of Deeds by the Owner and a certified copy of such modification or release shall be returned to MDEQ and RACER at the addresses provided in Paragraph 5.

The Owner may request in writing to MDEQ and RACER a modification of this Restrictive Covenant to provide for a residential use for a portion of the Property. Such request shall include an evaluation and demonstration, in accordance with applicable environmental laws, rules, or regulations at the time the request is made, that residential use of the Property does not present any unacceptable risks to human health. This Restrictive Covenant may be modified to provide for a residential use if such use is: approved in writing by MDEQ and RACER; implemented in full compliance with the technical specifications established as a condition of, and incorporated in, such approval; and memorialized in an amended Restrictive Covenant recorded per this Paragraph 8.

9. Enforcement. RACER is 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 current and subsequent Owners of all or part of the Property. MDEQ is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
10. 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.
11. Limitation on RACER's Liability. The liability of RACER and the Administrative Trustee under this Restrictive Covenant is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
12. Compliance with this Restrictive Covenant and Applicable Due Care Obligations. The Owner shall at all times comply with the conditions and restrictions of this Restrictive Covenant and the applicable Due Care obligations under Section 107a of NREPA, MCL 324.20107a, under the applicable Michigan administrative rules R299.51003, and under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq.* The Owner agrees to maintain records of its activities to comply with this Restrictive Covenant and applicable Due Care obligations, and timely supply copies of any records documenting such compliance upon request from MDEQ or RACER.

13. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant represents and certifies that he is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.
14. 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 Settlement Agreement and by the laws 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, and the policy and purpose of NREPA 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 that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - c) Entire Agreement. This Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating specifically to this Restrictive Covenant, all of which are merged herein.

[signature page follows]

IN WITNESS WHEREOF, RACER Properties LLC has caused this Restrictive Covenant, RC-RRD-201-16-031, to be executed on this 31st day of October, 2016.

RACER PROPERTIES LLC

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

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

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

STATE OF Michigan)
COUNTY OF Wayne) ss.

The foregoing instrument was acknowledged before me this 31st day of October, 2016, by ELLIOTT P. LAWS, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a New York trust, as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of said limited liability company and said trust.

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-19-2017
Acting in the County of Wayne

[Signature]
Notary Public Signature
Name of Notary Public Tracie L. Nichols
Notary Public, State of Michigan
County of Oakland
My Commission Expires: 3/19/17
Acting in the County of Wayne

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

Prepared by/Return to:
Carl Garvey, General Counsel
RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

EXHIBIT 1**LEGAL DESCRIPTION AND ILLUSTRATION OF PROPERTY BOUNDARY**

All those tracts or parcels of land lying and being in the eastern quarter of Section 29, Township 3 North, Range 10 East, City of Pontiac, County of Oakland, State of Michigan, more particularly described as follows, to wit:

That part of Lot 2 which lies West of U.S. Highway 10 (Wide Track Drive East) as opened, also all of Lots 3 through 7 inclusive, all of Lots 16 and 17, also Lots 8 through 15 inclusive except the West 10 feet of said lots as taken for the widening of Mill Street, all being part of "Assessor's Plat No. 121, a replat of part of Chamberlin's Addition, City of Pontiac, Oakland County, Michigan," as recorded in Liber 53 of Plats on Page 41, Oakland County Records. Being more particularly described as follows:

Beginning at the Northeasterly corner of Mill Street (50 feet more or less in width) as widened and University Drive (formerly Mt. Clemens Street), said point of beginning being distant 10.24 feet Easterly as measured along the Southerly line of Lot 8 of said "Assessor's Plat No. 121," (L. 53, P. 41 Plats) from the Southwesterly corner of said Lot 8; running thence from said point of beginning North 15 degrees 22 minutes 50 seconds West along the Easterly line of said Mill Street as widened, through the interior of Lots 8 through 15 inclusive of said subdivision, said line being 10.00 feet Easterly of, as measured as right angles to and parallel to the Westerly line of said lots as platted, a measured distance of 380.89 feet (recorded as 381.04 feet per street widening) to an angle point on said Mill Street, said angle point being located in a North line of said Lot 15, and being distant 10.96 feet Easterly, as measured along the North line of said Lot 15, from the Northwesterly corner thereof; thence North 50 degrees 27 minutes 10 seconds East along Southerly line of said Mill Street (40 feet more or less in width at this point), said line being also the Northerly line of part of said Lot 15 and all of Lots 16 and 17 of said subdivision, a measured distance of 170.42 feet (recorded as 170.59 feet) to the Northeasterly corner of said Lot 17; thence South 64 degrees 20 minutes 26 seconds East along the Northeasterly line of said Lot 17, a measured distance of 80.57 feet (recorded as 80.70 feet) to the Southeasterly corner thereof; thence North 30 degrees 53 minutes 44 seconds East along the rear of part of Lot 4, Lot 3 and part of Lot 2 of said subdivision, a distance of 160.00 feet to a point in the Westerly line of U.S. Highway 10 (Wide Track Drive East) as opened through Lots 1 and 2 of said subdivision; thence along the Westerly right-of-way line of said U.S. Highway 10, by the following courses and distances: Southerly along the arc of a curve which is concave to the West, radius 553.11 feet, an arc distance of 162.95 feet to the end of said curve (chord bears South 36 degrees 17 minutes 12 seconds East 162.36 feet); thence South 26 degrees 51 minutes 04 seconds East a distance of 18.22 feet to a point; thence North 63 degrees 08 minutes 56 seconds East a distance of 5.00 feet to a point; thence South 26 degrees 51 minutes 04 seconds East a distance of 221.00 feet to a point; thence South 21 degrees 20 minutes 37 seconds West a distance of 39.75 feet to a point of intersection of said Westerly line of U.S. Highway 10 as opened, with the Northerly line University Drive, said point being distant 40 feet Westerly as measured along the Southerly line of said Lot 2 from the Southeasterly corner thereof; thence South 62 degrees 17 minutes 40 seconds West along the Northerly line of said University Drive, said line being also the Southerly line of part of Lot 2, Lots 3

through 7 inclusive and part of Lot 8, a measured distance of 426.34 feet (recorded as 426.39 feet) to the point of beginning.

Subject to all recorded easements and rights-of-way.

Commonly known as 65 University Drive, Pontiac, Michigan 48342 and comprising tax parcels 14-29-428-002, 14-29-284-007, and 14-29-284-008.

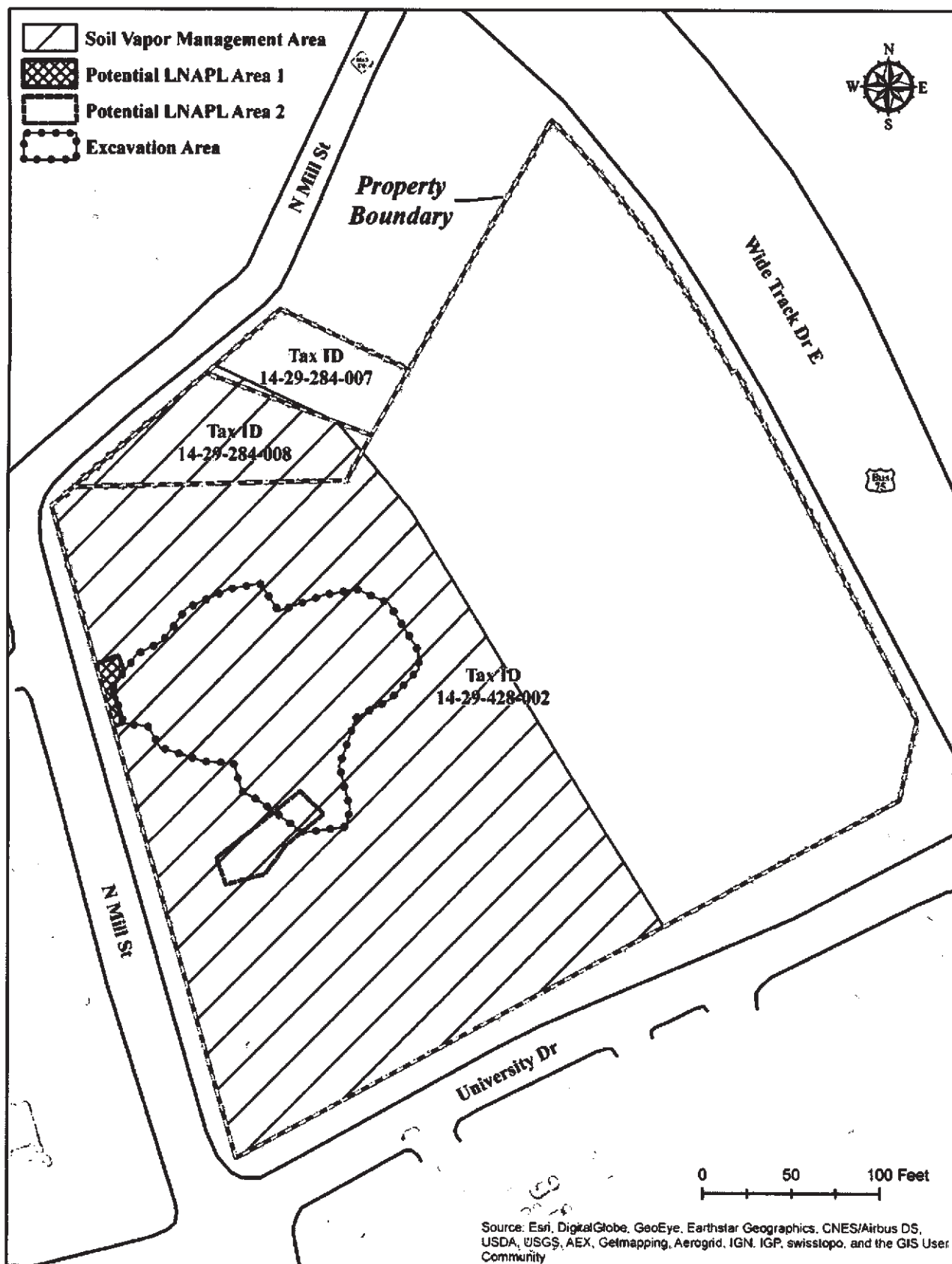


EXHIBIT 2
ILLUSTRATION
OF SOIL VAPOR MANAGEMENT AREA

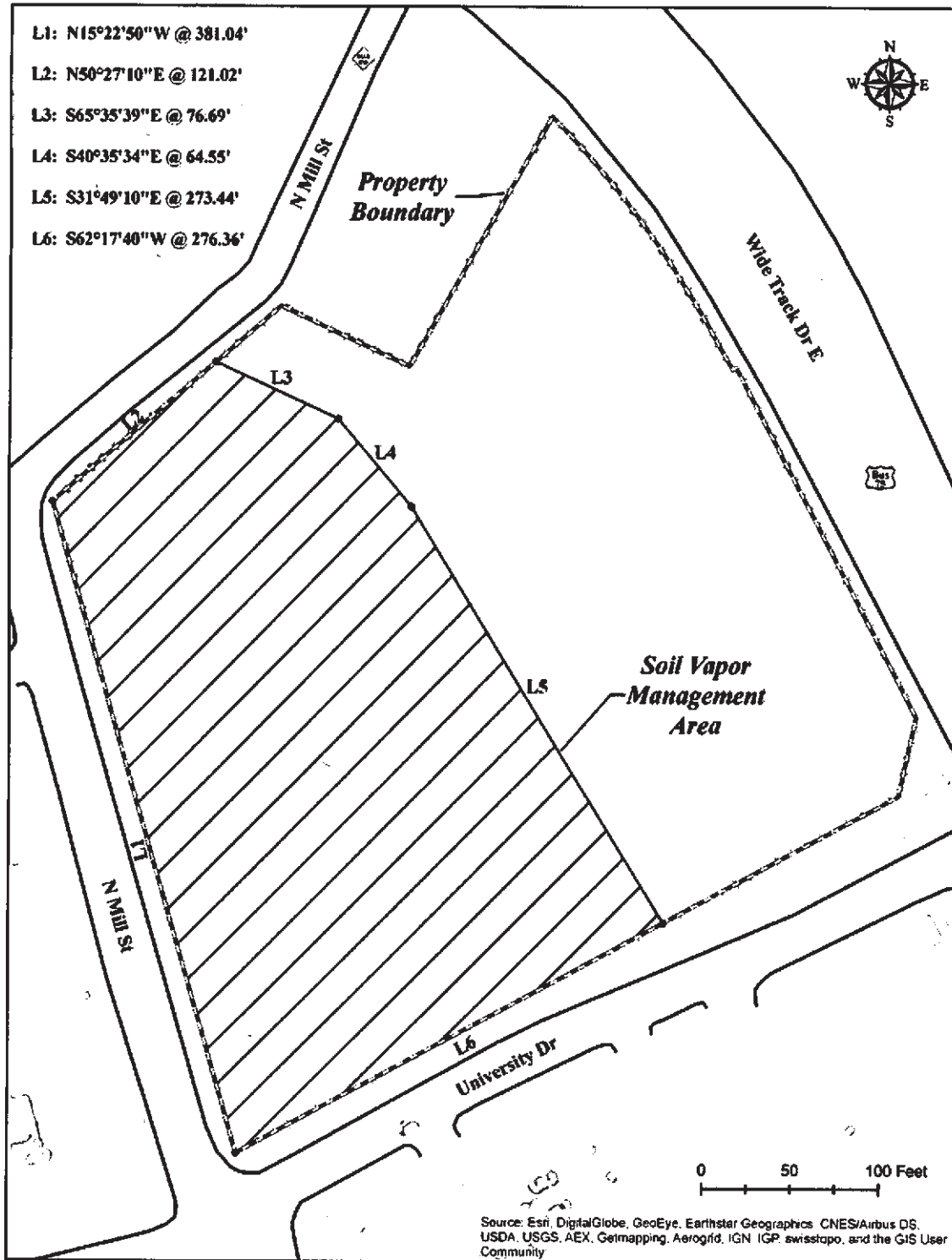


EXHIBIT 3**HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOILS AND GROUNDWATER**

Media	Substance	Criteria Exceeded
Soil	1,2-Dichloroethane	NRDWP
	1,2-Dichloropropane	NRDWP
	1,2,4-Trimethylbenzene	NRDWP, GSIP
	1,3,5-Trimethylbenzene	NRDWP, GSIP
	Benzene	NRDWP, GSIP, NRSVII
	Ethylbenzene	NRDWP, GSIP
	n-Propylbenzene	NRDWP
	Naphthalene	GSIP
	Tetrachloroethene	NRDWP
	Toluene	NRDWP, GSIP
	Trichloroethene	NRDWP, NRSVII
	Vinyl Chloride	NRDWP, GSIP
	Xylenes, Total	NRDWP, GSIP

Media	Substance	Criteria Exceeded
Groundwater	2-Methylnaphthalene	GSI
	Naphthalene	GSI
	1,2,4-Trimethylbenzene	NRDW, GSI
	1,3,5-Trimethylbenzene	NRDW, GSI
	Benzene	NRDW, GSI
	Ethylbenzene	NRDW, GSI
	Toluene	NRDW, GSI
	Trichloroethene	NRDW
	Xylenes, Total	NRDW, GSI

SOIL

NRDWP- Nonresidential Drinking Water Protection

GSIP – Groundwater Surface Water Interface Protection

NRSVII – Nonresidential Soil Volatilization to Indoor Inhalation Criteria

GROUNDWATER

NRDW – Nonresidential Drinking Water Criteria

GSI – Groundwater Surface Water Interface Criteria

1 – MDEQ Part 201 Generic Cleanup Criteria – Nonresidential Soil and Groundwater Criteria, Table 1 and Table 2, dated December 30, 2013.

EXHIBIT 4

ILLUSTRATION OF POTENTIAL RESIDUAL LNAPL AREAS

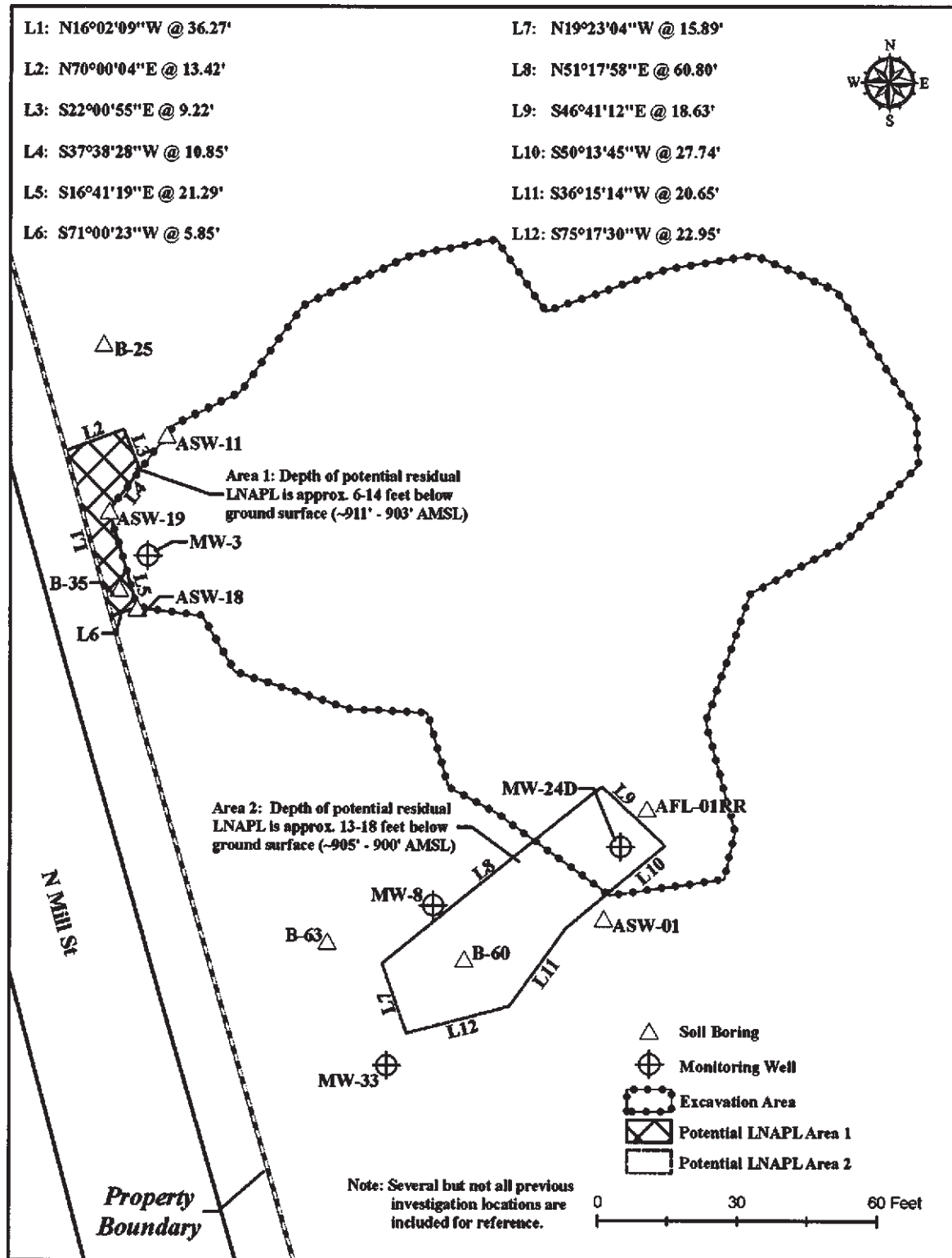


EXHIBIT 5**DESCRIPTION OF ALLOWABLE USES**

Nonresidential 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 nonresidential 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.