

ATTACHMENT 1
Map of Facility and Surrounding Area

ATTACHMENT 2
Schedule of Deliverables

SCHEDULE OF DELIVERABLES/ACTIONS

<u>DELIVERABLE/ACTION</u>	<u>DUE DATE</u>
Initial Cost Estimate for Remedy	June 12, 2010
Operation and Maintenance Plan For EAD systems	July 10, 2010
Complete exhibits for Environmental Restrictive Covenant	June 12, 2010
Environmental Restrictive Covenant filed	July 10, 2010
Financial Assurance for Initial Cost Est.	90 days after EPA approves Initial Cost Est.
Groundwater Monitoring Reports	Quarterly and semi-annually as set out in Final Decision
Treatment with EAD systems	Continuing until groundwater sampling shows MCLs met in specified wells for 8 consecutive Qtrs.
Treatment with SVE system	Continuing as long as Univar can remove at least 0.1 pound VOCs per 24 hour day operating at 300 scfm (or equiv.)
Begin Monitored Natural Attenuation (MNA) Period	When EADs systems shut down
MNA Workplan (If applicable)	July 31, 2024
2 nd Cost Estimate (If applicable)	July 31, 2024
Financial Assurance for 2 nd Cost Estimate	90 days after EPA approval of 2 nd Cost Estimate
Submit MNA Results (If applicable)	July 31, 2025
3 rd Cost Estimate (If applicable)	July 31, 2025
Financial Assurance for 3 rd Cost Est.	90 days after EPA approval of 3 rd Cost Estimate

ATTACHMENT 3

**Environmental Restrictive Covenant
With Exhibits**

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is executed this ____ day of _____, 2010, by Univar USA Inc. ("Univar"), a Washington Corporation (together with its successors and assigns, collectively referred to herein as "Univar").

Recitals

A. Univar owns certain property in St. Joseph County, Indiana, which is more particularly described in "Exhibit A" attached hereto ("the Real Estate"), which Real Estate together with other land was acquired by Univar (then known as Van Waters & Rogers, Inc.) by Quit Claim Deed on October 31, 1986 and recorded on April 21, 1987, as Instrument Record Number 8711219, in the Office of the Recorder of St. Joseph County, Indiana. The Real Estate consists of approximately five (5) acres. [A map of the Real Estate is included in the attached "Exhibit B"].

B. Univar and its predecessors (including Univar, Inc., a Delaware corporation which acquired title to the Real Estate in fee simple by Trustee's Deed in 1977) historically utilized the Real Estate for storing, managing, and distributing industrial chemicals. In 1993, the U.S. Environmental Protection Agency ("EPA") imposed corrective action requirements in Univar's federal Resource Conservation and Recovery Act (RCRA) permit (EPA identification number IND 016 627 333) to address environmental conditions at the Real Estate stemming from the discovery of industrial volatile organic compounds ("VOCs") in soil and groundwater on the Real Estate, most notably tetrachloroethene (PCE), trichloroethene (TCE), and vinyl chloride. In 1995, Univar installed a soil vapor extraction system on the Real Estate which has significantly reduced the VOC contamination in soil and groundwater at the Real Estate.

C. Thereafter, Univar continued to conduct additional environmental investigations and remediation activities at and north of the Real Estate. On March 12, 2010, EPA issued a "Final Corrective Measures Decision," under RCRA, 42 U.S.C. §§ 6901 et seq., in which EPA selected the final corrective measures to address the release of the VOCs from the Real Estate. The Final Decision describes the hazardous contaminants (hereafter, "Contaminants of Concern") present at and emanating from the Real Estate, how the Contaminants of Concern will be addressed, and the corrective actions to be taken to protect human health and the environment. The Final Decision also contains the most recent sampling data for the Real Estate as of this Covenant's execution date (see pages 8-9 of Attachment 1 of the Final Decision). Because the concentrations of the Contaminants of Concern currently in the soil and groundwater on the Real Estate are above levels that are considered by EPA to be appropriate for unrestricted use (including the maximum contaminant levels under the Safe Drinking Water Act), certain restrictions on use of the Real Estate are necessary to protect human health. [The Contaminants of Concern that are being addressed by the corrective measures are listed in Exhibit C].

D. The Final Decision requires that certain restrictions be placed on use of the Real Estate to ensure that human health and the environment continue to be protected, and requires that Univar reserve the right to enforce such restrictions set forth in this Covenant in any document conveying an interest in the Real Estate.

the engineered barrier and repair/seal any significant cracks or deterioration found. No person, including any Owner, shall excavate, remove, or otherwise disturb the integrity of this engineered barrier unless approved pursuant to paragraph 4 below.

(d) There shall be no interference with Univar's active remediation systems (soil vapor extraction wells and enhanced biodegradation wells) or the monitoring wells on the Real Estate without the prior approval of EPA. The location of the wells is depicted on the "Map of Monitoring Wells" located at Exhibit D.

- 2: Effect of Covenant: Univar intends and declares that any future conveyance of the Real Estate will be subject to this Covenant and that this Covenant shall run with the Real Estate and shall be binding on the current and all future Owners of the Real Estate and their respective successors, assigns, parents, affiliates, employees, contractors, mortgagees, representatives, agents, lessees, licensees, invitees, guests, and any other person acting under their direction or control (collectively, "Related Parties"). No transfer, mortgage, lease, license, easement or other conveyance of any interest or right to occupancy in all or any part of the Real Estate shall affect the restrictions set forth herein. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above, and with the other terms of this Covenant.
3. Access: The Owner consents to Univar, EPA and IDEM and their designated representatives having the right to enter the Real Estate at any reasonable time for the purpose of determining and monitoring compliance with the terms of the Final Decision and this Covenant. This includes the right to take samples, inspect records and for Univar to perform any actions necessary to maintain compliance with the Final Decision.
4. Termination and Modification: This Covenant shall only be modified or terminated with the written approval of EPA and Univar (without regard to whether or not Univar is the then-current Owner) in consultation with IDEM. Any request to terminate this Covenant, or to modify the restrictions herein, must be submitted in writing concurrently to EPA, IDEM and Univar at the addresses provided in paragraph 7 below by the Owner of the Real Estate at the time of the proposed termination or modification. If EPA and Univar approve the request, the Owner of the Real Estate shall record any such approved termination or modification in the St. Joseph County Recorder's Office within thirty (30) days of EPA's written approval and shall provide a copy of such recorded termination or modification to EPA, IDEM and Univar.
5. Notice for Future Conveyances: Any instrument conveying any interest in any portion of the Real Estate, whether voluntary or involuntary, shall include the following notice:

In addition to sending notice to the persons above, all notices required by this Covenant to be sent to Univar or the then-current Owner shall also be sent to its Registered Agent of record for the State of Indiana, if any, in accordance with the records of the Indiana Secretary of State.

8. Effect of Laws: In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, Risk-Integrated System of Closure, or policies for environmental restrictive covenants or institutional or engineering controls change.
9. Enforcement: Univar, on behalf of itself and its successors in title, intends and agrees that IDEM, pursuant to IND. CODE § 13-14-2-6 and also as a third party beneficiary, and EPA, as a third party beneficiary, are entitled to enforce the restrictions and covenants in this Covenant by specific performance or other legal action in a court of competent jurisdiction against Univar and subsequent holders of a property interest in all or part of the Real Estate. All remedies available hereunder shall be in addition to any and all other remedies at law or equity. Univar shall have the right to enforce the provisions and restrictions set forth in this Covenant. Damages alone are insufficient to compensate Univar if any subsequent Owner of the Real Estate or its Related Parties breaches this Covenant or otherwise defaults hereunder. As a result, if any Owner of the Real Estate, or any Owner's Related Parties, breaches this Covenant or otherwise defaults hereunder, Univar shall have the right to demand and obtain specific performance and/or immediate injunctive relief to enforce this Covenant in addition to and other remedies it may have at law or at equity.
10. Non-waiver: No failure on the part of Univar, EPA, or IDEM at any time to require performance by any Owner of the Real Estate, or by any Owner's Related Party, of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect Univar's, EPA's or IDEM's rights to enforce such term, and no waiver on the part of Univar, EPA, or IDEM of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
11. Attorney's Fees: If any action is instituted by Univar seeking to enforce this Covenant, Univar shall also be entitled to recover (a) its reasonable attorneys' fees in such action, and on any appeal from any judgment or decree entered therein; (b) fees it incurred in connection with such action for the services of consultants, engineers, contractors, experts, and laboratories; and (c) all other costs it incurred in connection with enforcing this Covenant.
12. Indemnification: By virtue of taking title to the Real Estate, any Owner of the Real Estate agrees to indemnify and hold harmless Univar from and against (a) any and all claims, judgments, damages, (including, without limitation, punitive damages), causes of action, liens, expenses, costs, fees (including, for the services of attorneys, consultants, engineers, contractors, experts, laboratories), penalties, liabilities and fines (collectively "Losses") arising from any default in the performance of any obligation to be performed under the terms of this Covenant

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of Univar USA Inc., a Washington corporation, who acknowledged the execution of the foregoing Environmental Restrictive Covenant for and on behalf of said entity.

Witness my hand and Notarial Seal this ___ day of _____, 2010.

(Signature)

(Printed Name)

Notary Public

Residing in _____ County, _____

My Commission Expires:

This instrument prepared by David R. Warshauer, Barnes & Thornburg, LLP, 11 South Meridian Street, Indianapolis, Indiana, 46204.

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. David R. Warshauer

EXHIBIT A

Legal Description for the Facility

The Facility is located at 59865 Market Street in South Bend, Greene Township, St. Joseph County, Indiana. The legal description of the property is as follows:

Beginning on the east line of the right-of-way of the New Jersey, Indiana and Illinois Railroad Company at a point 66 feet southerly of the north line of the south half of the southeast quarter of Section 29, Tier 37 North, Range 2 East, said point being marked by a one-inch diameter iron pipe found in place; thence south $0^{\circ}-00'-00''$ west (bearing assumed) along the east line of said right-of-way, a distance of 396.00 feet to a one-inch square steel pipe set this survey; thence north $89^{\circ}-44'-28''$ east, a distance of 550.00 feet to a one-inch diameter pipe found in place, said iron pipe being on the west line of Market Street, projected; thence north $0^{\circ}-02'-24''$ west along said projected west line of Market Street, a measured distance of 396.03 feet to a one-inch diameter iron pipe found in place; thence south $89^{\circ}-44'-16''$ west, a measured distance of 549.72 feet to the place of beginning, containing 5.00 acres, more or less.

EXHIBIT B

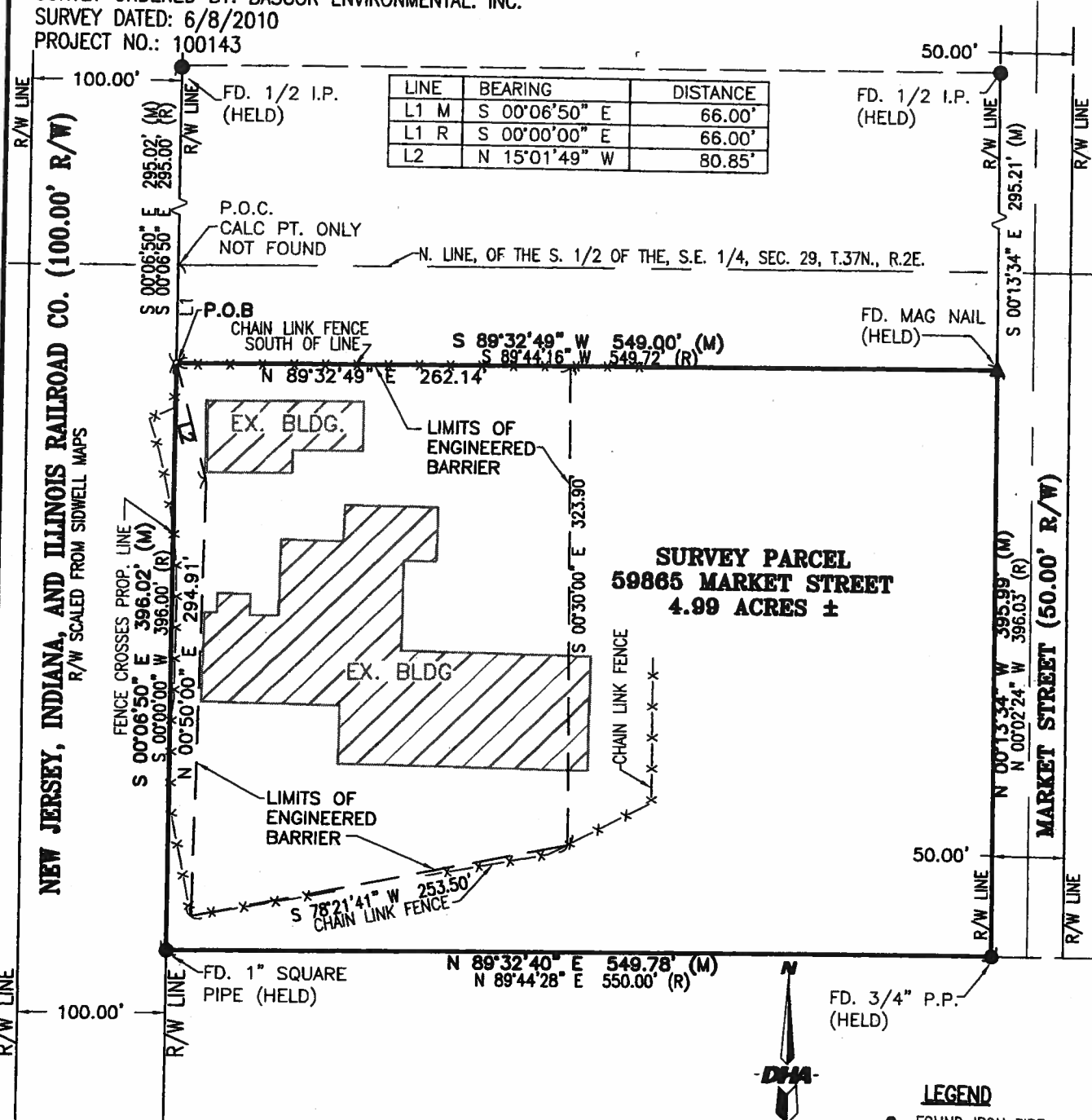
Map and Legal Description of Real Estate and Engineered Barrier

BOUNDARY SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 2 EAST,
GREENE TOWNSHIP, ST JOSEPH COUNTY, INDIANA.

SURVEY ORDERED BY: BASCOR ENVIRONMENTAL, INC.
SURVEY DATED: 6/8/2010
PROJECT NO.: 100143

LINE	BEARING	DISTANCE
L1 M	S 00°06'50" E	66.00'
L1 R	S 00°00'00" E	66.00'
L2	N 15°01'49" W	80.85'



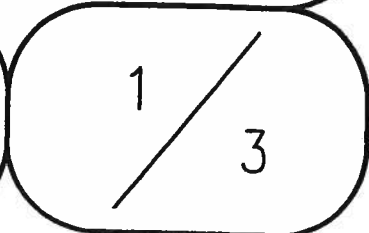
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Danch, Harner & Associates, Inc.
Land Surveyors • Professional Engineers
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1643 Commerce Drive • South Bend, IN 46628

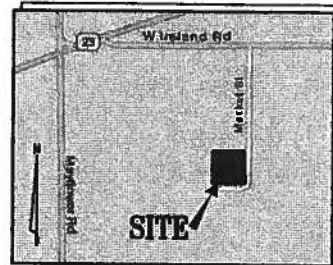
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BOUNDARY SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 2 EAST,
GREENE TOWNSHIP, ST JOSEPH COUNTY, INDIANA.

SURVEY ORDERED BY: BASCOR ENVIRONMENTAL, INC.
SURVEY DATED: 6/8/2010
PROJECT NO.: 100143



SITE LOCATION MAP
M21

PROVIDED LEGAL DESCRIPTION:

BEGINNING ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE NEW JERSEY, INDIANA AND ILLINOIS RAILROAD COMPANY AT A POINT 66 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TIER 37 NORTH, RANGE 2 EAST, SAID POINT BEING MARKED BY A ONE-INCH DIAMETER IRON PIPE FOUND IN PLACE; THENCE SOUTH 00°-00'-00" WEST (BEARING ASSUMED) ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 396.00 FEET TO A ONE-INCH SQUARE STEEL PIPE SET THIS SURVEY; THENCE NORTH 89°-44'-28" EAST, A DISTANCE OF 550.00 FEET TO A ONE-INCH DIAMETER PIPE FOUND IN PLACE, SAID IRON PIPE BEING ON THE WEST LINE OF MARKET STREET, PROJECTED; THENCE NORTH 00°-02'-24" WEST ALONG SAID PROJECTED WEST LINE OF MARKET STREET, A MEASURED DISTANCE OF 396.03 FEET TO A ONE-INCH DIAMETER IRON PIPE FOUND IN PLACE; THENCE SOUTH 89°-44'-16" WEST, A MEASURED DISTANCE OF 549.72 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

SURVEYED LEGAL DESCRIPTION:

BEGINNING ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE NEW JERSEY, INDIANA AND ILLINOIS RAILROAD COMPANY AT A POINT SOUTH 00°06'50" EAST, 66.00 FEET OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 2 EAST, THENCE SOUTH 00°-06'-50" EAST, (SOUTH 00°-00'-00" WEST REC.) ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 396.02 FEET (396.00 FEET REC.) TO A ONE-INCH SQUARE STEEL PIPE; THENCE NORTH 89°-32'-40" EAST (NORTH 89°-44'-28" EAST REC.) A DISTANCE OF 549.78 FEET (550.00 FEET REC.) TO A ONE-INCH DIAMETER PIPE FOUND IN PLACE, SAID IRON PIPE BEING ON THE WEST LINE OF MARKET STREET, PROJECTED; THENCE NORTH 00°-13'-34" WEST (NORTH 00°-02'-24" WEST, REC.) ALONG SAID PROJECTED WEST LINE OF MARKET STREET, A MEASURED DISTANCE OF 395.99 FEET (396.03 FEET REC.) TO MAG-NAIL FOUND IN PLACE; THENCE SOUTH 89°-32'-49" WEST (SOUTH 89°-44'-16" WEST, REC.), A MEASURED DISTANCE OF 549.00 FEET, (549.72 FEET, REC.) TO THE PLACE OF BEGINNING.

CONTAINING 4.99 ACRES, MORE OR LESS.

SUBJECT TO ALL LEGAL RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

ENGINEERED BARRIER LEGAL DESCRIPTION:

BEGINNING ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE NEW JERSEY, INDIANA AND ILLINOIS RAILROAD COMPANY AT A POINT SOUTH 00°06'50" EAST, 66.00 FEET OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 2 EAST, THENCE NORTH 89°-32'-49" EAST 262.14, THENCE SOUTH 00°-30'-00" EAST, 323.91 FEET, THENCE SOUTH 78°-21'-41" WEST, 253.50, FEET; THENCE NORTH 00°-50'-00" EAST, 294.91 FEET; THENCE NORTH 15°-01'-49" WEST, 80.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.97 ACRES MORE OR LESS.

SUBJECT TO ALL LEGAL RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

DHA

Danch, Harner & Associates, Inc.

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BOUNDARY SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 2 EAST,
GREENE TOWNSHIP, ST JOSEPH COUNTY, INDIANA.

SURVEY ORDERED BY: BASCOR ENVIRONMENTAL, INC.
SURVEY DATED: 6/8/2010
PROJECT NO.: 100143

SURVEYOR'S REPORT

TITLE HOLDERS/CLIENT NAME: BASCOR ENVIRONMENTAL INC.

1) IN ACCORDANCE WITH TITLE 865, ARTICLE 1.1, CHAPTER 12, SECTION 1 THROUGH 30 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATION AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATION OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:

- A) VARIANCES IN THE REFERENCE MONUMENTS;
- B) DISCREPANCIES IN RECORD DESCRIPTIONS AND PLATS;
- C) INCONSISTENCIES IN LINES OF OCCUPATION AND;
- D) RANDOM ERRORS IN MEASUREMENT (RELATIVE POSITION);

BOUNDARY SOLUTION CONSISTED OF: THE RECORD DESCRIPTIONS USED IN THIS SURVEY AS PROVIDED BY THE CLIENT. THE PURPOSE OF THIS SURVEY IS TO RETRACE THE BOUNDARY AS DESCRIBED. THE SUBJECT PROPERTY LIES IN THE SOUTHEAST QUARTER, SECTION 29, TOWNSHIP 37 NORTH, RANGE 2 EAST, GREENE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA. SURVEY DATA SHOWN HEREON IS A LOCAL GROUND COORDINATE SYSTEM. (BEARING AND DISTANCE RELATIONSHIPS TO FOUND MONUMENTATION ON THE ADJOINING PROPERTIES IS SHOWN ON THE ATTACHED PLAT FOR THE PURPOSE OF ESTABLISHING A HISTORY OF MONUMENTATION; HOWEVER, THIS PLAT DOES NOT REPRESENT A SURVEY OF SAID ADJOINING PROPERTIES.)

THERE MAY BE DIFFERENCES WITH DEED DIMENSIONS WHEN COMPARED WITH MEASURED DIMENSIONS ALONG THE BOUNDARY LINES SHOWN HEREON. IN CASES WHERE THE MAGNITUDE OF THESE DIFFERENCES IS LESS THAN THE THEORETICAL UNCERTAINTY STATED IN THE FOLLOWING REPORT AND LESS THAN THE UNCERTAINTY IDENTIFIED FOR THE REFERENCE MONUMENTATION DISCUSSED IN THE FOLLOWING REPORT, THE DIFFERENCES MAY BE CONSIDERED INSIGNIFICANT AND ARE SHOWN ONLY FOR THE PURPOSES OF MATHEMATICAL CLOSURE AND ARE THEREFORE NOT DISCUSSED BELOW. WHEN SUCH DIFFERENCES ARE GREATER THAN SAID UNCERTAINTIES OR ARE THE RESULT OF TITLE DISCREPANCIES, THEY ARE GENERALLY DISCUSSED IN MORE DETAIL BELOW AS MAY BE NECESSARY FOR CLARITY OF THE LINES ESTABLISHED OR RE-ESTABLISHED ON THIS SURVEY.

UNLESS OTHERWISE NOTED ON THE ATTACHED PLAT OR IN THE FOLLOWING REPORT, THERE IS NO EVIDENCE OF OCCUPATION ALONG THE BOUNDARY LINES OF THE SUBJECT TRACT. WHEN FENCES OR OTHER LINES OF OCCUPATION ARE SHOWN ON THE PLAT, THEY HAVE BEEN LOCATED ONLY AT THE ENDS OR SPECIFIC LOCATIONS NOTED; THEREFORE, FOR THE PURPOSES OF THIS SURVEY, SUCH LINES ARE ASSUMED TO RUN STRAIGHT BETWEEN SAID LOCATIONS, BUT IN ACTUALITY MAY SLIGHTLY VARY FROM SUCH STRAIGHT LINE.

THE RELATIVE POSITIONAL ACCURACY (DUE TO RANDOM ERRORS OF MEASUREMENT) OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED IN THIS SURVEY IS WITHIN THE SPECIFICATIONS FOR AN URBAN SURVEY (0.07 FEET PLUS 50 PPM) AS DEFINED IN IAC 865. AS A RESULT OF THE ABOVE OBSERVATIONS, IT IS MY OPINION THAT THE UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY ARE AS FOLLOWS:

DUE TO VARIANCES IN REFERENCE MONUMENTS: AS NOTED
DUE TO DISCREPANCIES IN THE RECORDED DESCRIPTION: AS NOTED
DUE TO INCONSISTENCIES IN THE LINES OF OCCUPATION: AS NOTED

BASIS OF BEARING: FOR THIS SURVEY IS USING GPS OBSERVATION (GEODETIC NORTH).

2) THAT THIS PARCEL DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS DEFINED ON AND SCALED FROM THE COMMUNITY PANEL MAPS ESTABLISHED BY H.U.D. FOR FLOOD INSURANCE. PANEL NO. 180231 0004 C DATED FEBRUARY 17, 1988. THIS PARCEL IS IN ZONE "C".

3) THAT THIS SURVEY WAS PERFORMED FROM PUBLIC RECORDS AND LEGAL DESCRIPTIONS SUPPLIED BY: CLIENT

4) REFERENCES: LEGAL DESCRIPTION PROVIDED BY CLIENT.

SURVEYOR'S CERTIFICATE:

TO: BASCOR ENVIRONMENTAL INC.

I, R.L. HARNER, AM A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA AND HEREBY CERTIFY: THAT I HAVE SURVEYED THE LANDS HEREON DESCRIBED AND DELINEATED, AND THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF RULE 12 OF "MINIMUM STANDARDS FOR COMPETENT PRACTICES OF LAND SURVEYING" AND AS PRESCRIBED BY INDIANA ADMINISTRATIVE CODE 865, 1.1-12.

R.L. HARNER L.S.
INDIANA REG. # 910032

"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."

R.L. HARNER

Danch, Harner & Associates, Inc.

DHA

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EXHIBIT C

Contaminants of Concern

1,1 – DCA (1,1-dichloroethane)

1,2 - DCA (1,2-dichloroethane)

1,1 – DCE (1,1-dichloroethene)

Cis-1,2 – DCE (cis-1,2-dichloroethene)

Trans-1,2 – DCE (trans-1,2-dichloroethene)

1,1,1 – TCA (1,1,1-trichloroethane)

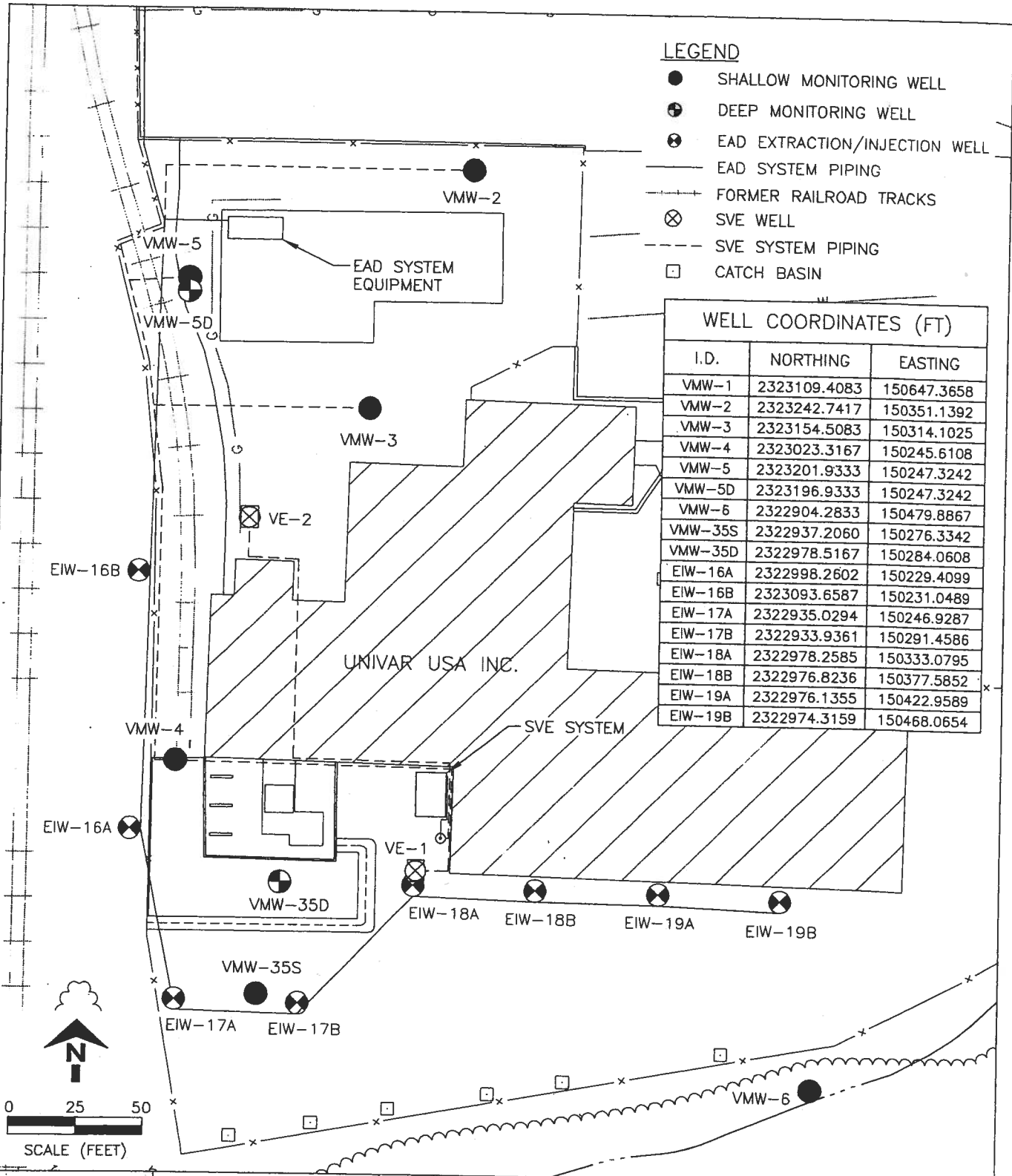
TCE (trichloroethene)

PCE (perchloroethene – or tetrachloroethene)

Vinyl chloride

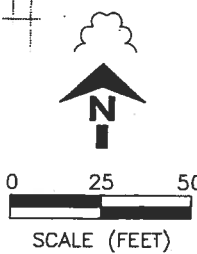

EXHIBIT D

Map of Monitoring Wells



- LEGEND**
- SHALLOW MONITORING WELL
 - ⊕ DEEP MONITORING WELL
 - ⊗ EAD EXTRACTION/INJECTION WELL
 - EAD SYSTEM PIPING
 - FORMER RAILROAD TRACKS
 - ⊗ SVE WELL
 - - - SVE SYSTEM PIPING
 - CATCH BASIN

WELL COORDINATES (FT)		
I.D.	NORTHING	EASTING
VMW-1	2323109.4083	150647.3658
VMW-2	2323242.7417	150351.1392
VMW-3	2323154.5083	150314.1025
VMW-4	2323023.3167	150245.6108
VMW-5	2323201.9333	150247.3242
VMW-5D	2323196.9333	150247.3242
VMW-6	2322904.2833	150479.8867
VMW-35S	2322937.2060	150276.3342
VMW-35D	2322978.5167	150284.0608
EIW-16A	2322998.2602	150229.4099
EIW-16B	2323093.6587	150231.0489
EIW-17A	2322935.0294	150246.9287
EIW-17B	2322933.9361	150291.4586
EIW-18A	2322978.2585	150333.0795
EIW-18B	2322976.8236	150377.5852
EIW-19A	2322976.1355	150422.9589
EIW-19B	2322974.3159	150468.0654

BASCOR Environmental, Inc.
consulting engineers and scientists
P.O. Box 669
Mt. Prospect, IL 60056-0669
(847) 577-1980

UNIVAR USA INC.
SOUTH BEND, INDIANA

AREA 1 WELL LOCATIONS

DRAWN	J.TANAKA	CHECKED	J.TANAKA	APPROVED	R.SENN	DATE	6-23-10	
P:\DRAWINGS\VW98215A(SOUTHBEND)\RPT 2009\WELL LOCATIONS.DWG							FIGURE	1

ATTACHMENT 4
Deed

DEED

THIS INDENTURE WITNESSETH, that UNIVAR USA INC, a Washington corporation, ("Grantor") CONVEYS to _____, a(n) _____, ("Grantee") for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate located in St. Joseph County, in the State of Indiana more particularly described on Exhibit A (hereinafter called the "Real Property").

Subject, however, to (i) the lien of real estate taxes not yet due and payable; (ii) all easements, rights-of-way, rights, duties, obligations, covenants, conditions, restrictions, limitations and agreements of record; (iii) all legal highways and public rights-of-way; (iv) all matters that would be disclosed by an accurate survey or inspection of said real estate; (v) the provisions of all applicable zoning laws; and (vii) to the terms and provisions of, and reservation of the rights of Grantor hereinafter set forth with respect to, the restrictions and covenants set forth in the Environmental Restrictive Covenant recorded as Instrument No. _____ in the Office of the Recorder of St. Joseph County, Indiana, a copy of which is attached hereto as Exhibit B (hereinafter referred to as the "Restrictive Covenant").

Grantor reserves an easement for itself over, on and under the Real Property in order to exercise the right, but not the obligation, to perform any actions necessary to implement or maintain compliance with the restrictions, covenants, obligations and all terms contained in the Restrictive Covenant.

Grantor reserves for itself the right to enforce the restrictions and covenants of the Restrictive Covenant.

Grantor and Grantee, by its acceptance of this Deed, hereby acknowledge and agree that all restrictions, covenants, obligations and terms of the Restrictive Covenant are incorporated herein as if set forth in full herein, and shall be binding upon Grantee, its successors and assigns, and shall run with the Real Property. Grantor and Grantee also acknowledge and agree that the restrictions and covenants of the Restrictive Covenant may be directly enforced in perpetuity against Grantee and Grantee's successors in title by the following entities: (a) Grantor; (b) Indiana Department of Environmental Management ("IDEM") and its representatives and successor agencies or departments pursuant to Indiana law, as third party beneficiaries or otherwise pursuant to Indiana law now or hereafter in effect; and (c) the United States Environmental Protection Agency ("U.S. EPA") and its representatives and successor agencies or departments, as third party beneficiaries.

Grantee, by its acceptance hereof, hereby further agrees to comply with the Restrictive Covenant and that (a) agreement to comply with the terms and obligations of the Restrictive Covenant shall be expressly included by Grantee, its successors and assigns in any instrument transferring complete or partial possession of ownership of the Real Property; (b) Grantor and IDEM (and its successor agencies and departments as third party beneficiaries or otherwise pursuant to Indiana law now or hereafter in effect) and U.S. EPA (and its respective agencies and departments, as third party beneficiaries), shall be expressly named in any such instrument as having the right to directly enforce the restrictions and covenants in the Restrictive Covenant

against the transferee and its successors and assigns; (c) any such instrument, or memorandum thereof, effecting such transfer shall be recorded in the Office of the Recorder of St. Joseph County, Indiana; and (d) the requirements of this paragraph shall run with the Real Property.

TO HAVE AND TO HOLD the Real Property to Grantee and Grantee's successors and assigns forever, subject to the aforesaid. Grantor covenants and warrants that said Real Property is free of any encumbrance made or suffered by Grantor except as set forth above in this Deed and the Restrictive Covenant attached hereto as Exhibit B, and that Grantor and Grantor's successors shall warrant and defend the same to Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

The undersigned person executing this deed on behalf of Grantor represents and certifies that (s)he is a duly elected officer or authorized representatives of Grantor and has been fully empowered by the by-laws of Grantor to execute and deliver this deed; that Grantor has full corporate capacity to convey the Real Property; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this Deed this ____ day of _____, 20____.

UNIVAR USA INC.

By: _____

(printed name and title)

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, a _____ of UNIVAR USA INC., a Washington corporation, who acknowledged execution of the foregoing Deed for and on behalf of such corporation.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

My Commission Expires: _____
Notary Public Residing in _____ County, _____

(Printed Signature)

Send Tax Statements to: _____

Return After Recording to: _____

I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

(printed name of preparer)

This instrument prepared by _____

ATTACHMENT 5
Form of Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is executed by the parties hereto on the _____ day of _____, to evidence the execution of a certain Lease Agreement dated as of _____ (the "Lease").

1. The name of the landlord ("Landlord") is UNIVAR USA INC, a Washington corporation, with an office at _____.

2. The name of the tenant ("Tenant") is _____, a(n) _____, with an office at _____.

3. The property demised by the Lease consists of the land described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all buildings, structures, fixtures and other improvements of every kind situated on the Land, together with any and all easements, rights and appurtenances to the Land and such improvements (collectively, the "Leased Premises").

4. The initial term of the Lease is for a period of _____, commencing on or about _____, and ending on or about _____.

5. The Leased Premises are leased to Tenant subject to the terms and provisions of, and reservation of the rights of Landlord hereinafter set forth with respect to, the restrictions and covenants set forth in the Environmental Restrictive Covenant recorded as Instrument No. _____ in the Office of the Recorder of St. Joseph County, Indiana, a copy of which is attached hereto as Exhibit B (hereinafter referred to as the "Restrictive Covenant"). Landlord reserves an easement for itself over, on and under the Leased Premises in order to exercise the right, to perform any actions necessary to implement or maintain compliance with the restrictions, covenants, obligations and all terms contained in the Restrictive Covenant. Landlord reserves for itself the right to enforce the restrictions and covenants of the Restrictive Covenant. Landlord and Tenant, by its execution of the Lease, hereby acknowledge and agree that all restrictions, covenants, obligations and terms of the Restrictive Covenant are incorporated in the Lease and herein as if set forth in full therein and herein, and shall be binding upon Tenant and (without limiting, or being limited by, any requirements of the Lease for Landlord's consent thereto) Tenant's successors, assigns and sublessees) and shall run with the Leased Premises. Landlord and Tenant also acknowledge and agree that the restrictions and covenants of the Restrictive Covenant may be directly enforced during the term of the Lease against Tenant and (without limiting, or being limited by, any requirements of the Lease for Landlord's consent thereto) Tenant's successors, assigns and sublessees by the following entities: (a) Landlord; (b) Indiana Department of Environmental Management ("IDEM") and its representatives and successor agencies or departments pursuant to Indiana law, as third party beneficiaries or otherwise pursuant to Indiana law now or hereafter in effect; and (c) the United States Environmental Protection Agency ("U.S. EPA") and its representatives and successor agencies or departments, as third party beneficiaries. Tenant, by its acceptance hereof, hereby further agrees to comply with the Restrictive Covenant and that (a) agreement to comply with the terms and obligations of the Restrictive Covenant shall be expressly included by Tenant, and (without limiting, or being limited by, any requirements of the Lease for Landlord's consent thereto) Tenant's successors, assigns and sublessees in any instrument transferring complete or partial possession or ownership of the Leased Premises; (b) Landlord and IDEM, as third party beneficiaries or otherwise pursuant to Indiana law, now or hereafter in effect, shall be expressly named in any such instrument as having the right to directly enforce the restrictions and covenants in the Restrictive Covenant against the transferee and its successors, assigns and sublessees; (c) any such

instrument, or memorandum thereof, effecting such transfer shall be recorded in the Office of the Recorder of St. Joseph County, Indiana; and (d) the requirements of this paragraph shall run with the Leased Premises.

6. [Only if applicable: The Lease grants to Tenant the option to renew the Lease for _____
 additional successive period(s) of _____ each upon and subject to the terms and conditions specified in the Lease.]

7. [Only if applicable: The Lease grants to Tenant the option to purchase the Leased Premises upon and subject to the terms and conditions specified in the Lease, subject to the terms and provisions of, and reservation of the rights of Landlord hereinafter set forth with respect to, the Restrictive Covenant, utilizing the form of Deed attached hereto as Exhibit C.]

This Memorandum of Lease is executed solely for the purpose of giving notice to third parties of the existence of the Lease and certain terms thereof. Reference is made to the Lease which contains a full description of the rights and duties of Landlord and Tenant and the terms, conditions, provisions and limitations on the use and occupancy of the Leased Premises. This Memorandum of Lease (or description of certain of such rights, duties, conditions and limitations) shall in no way or under any circumstance affect the terms and conditions of the Lease or the Restrictive Covenant or the interpretation of the rights and duties of Landlord and Tenant thereunder.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed as of the date set forth above.

[Signature Pages Follow]

UNIVAR USA INC, a Washington corporation

By:

Signature

Printed Name

Its:

Title

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____ of UNIVAR USA INC, a Washington corporation, who having been duly sworn upon his oath acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said corporation.

Witness my hand and Notarial Seal this _____ day of _____.

(Signature)

_____, Notary Public
(Printed Name)

residing _____ County,

My Commission Expires: _____

By:

Signature

Printed Name

Its:

Title

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____ of _____, who having been duly sworn upon his oath acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said _____.

Witness my hand and Notarial Seal this ____ day _____.

(Signature)

_____, Notary Public
(Printed Name)

residing _____ County,

My Commission Expires: _____

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. _____ (preparer's name).

This instrument prepared by _____