

**AFFIDAVIT FOR RECORDING OF
AN ENVIRONMENTAL RESTRICTIVE COVENANT**

I, the undersigned, being of the age of majority and duly sworn upon my oath, have personal knowledge of the facts stated herein:

- the enclosed copy of the Environmental Restrictive Covenant ("ERC") and its Attachments along with the Covenant were delivered to the Marion County Recorder's Office on March 7, 2012 for the purposes of being officially recorded in the Marion County Recorder's Miscellaneous Book and to be cross-referenced to the Deed Record Number 1995-0079396, which is the recorded deed that concerns the property subject to the land use requirements contained in the ERC;
- the enclosed copy represents the ERC and its Attachments in their entirety as agreed to by the Indiana Department of Environmental Management and the property owner;
- the person signing this affidavit has been authorized by the signator of the ERC to record and deliver it.

Number of Pages Recorded: 52

ERC County Recorder's Book and Page or Instrument Number: A201200022121

I swear or affirm under the penalties for perjury that the foregoing representations are true and accurate to the best of my knowledge and belief.

Carol J. Tietz
Signature

May 9, 2012
Date

Carol J. Tietz
Print or Type Name

Paralegal, Bose McKinney & Evans LLP
Position

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carol J. Tietz, who acknowledged the execution of the foregoing instrument for and on behalf of the Owner.

Witness my hand and Notarial Seal this 9th day of May, 2012.

RECEIVED

MAY 10 2012

INDIANA FINANCE AUTHORITY
ENVIRONMENTAL PROGRAMS

Dannalyn G. Garner
Dannalyn G. Garner, Notary Public

Residing in Marion County, Indianapolis

My Commission Expires: 1/18/2016
1399010



March 07, 2012 12:54 PM
Julie L. Voorhies,
Marion County Recorder

Pages: 52

Fee: \$167.50
By: TPP

52
TP

Environmental Restrictive Covenant

THIS COVENANT is made this 2nd day of March, 2012, by Pinnacle Properties Management Group, LLC; Midwest Commercial Investments X, LLC; and SP Investments D, LLC concerning the Sherman Park - Parcel D site located at 3518 E. Michigan Street, Indianapolis, Indiana (together with its successors and assignees, collectively "Owner").

WHEREAS: Owner owns certain real estate in the County of Marion, Indiana, which is more particularly described in the attached Exhibit "A" and made a part hereof ("Real Estate"), which Real Estate was acquired by deed on June 9, 1995, and recorded on July 6, 1995, as Deed Record #1995-0079396, in the Office of the Recorder of Marion County, Indiana. Exhibit "A(1)," attached hereto, depicts the Real Estate, referred to as "Sherman Park - Parcel D," the legal description for which is attached as Exhibit "A(2)."

WHEREAS: A Comfort Letter, dated 10/29/2008 was prepared and issued by the Indiana Department of Environmental Management ("the Department") pursuant to the Indiana Brownfields Program's recommendation at the request of Bose McKinney and Evans LLP on behalf of Pinnacle Properties Management Group, LLC, Midwest Commercial Investments X, LLC, and SP Investments D, LLC to address the redevelopment potential of and Owner's non-liability for the hazardous substances contamination on the Real Estate, a part of the former Sherman Park facility, site number BFD#4071119, a brownfield site impacted by a release of hazardous substances (collectively, "Contaminants of Concern").

WHEREAS: The Comfort Letter, as approved by the Department, provides that Contaminants of Concern, specifically chlorinated solvents, will remain in soil on and/or groundwater beneath the surface of the Real Estate. In addition, the Comfort Letter outlines land use restrictions that must be maintained to ensure the protection of public health, safety or welfare, and the environment. Subsurface soil at the Real Estate was sampled for total petroleum hydrocarbons ("TPH") gasoline range organics and diesel range organics, volatile organic compounds ("VOCs"), and polynuclear aromatic hydrocarbons ("PNAs"). Groundwater at the Real Estate was sampled for VOCs, TPH, pesticides and PNAs. Sub-slab and indoor air samples from within Building 8 on the Real Estate were sampled for VOCs. Cis-1,2-dichloroethene was detected in subsurface soils above residential default closure levels ("RDCLs") established by the Department in the January 2006, Risk Integrated System of Closure ("RISC") Technical Guidance. Chlorinated solvents were detected in groundwater in the three (3) on-site aquifers above RDCLs and industrial default closure levels ("IDCLs"). Tetrachloroethene and trichloroethene were detected in air samples from below the slab of Building 8 at concentrations above the IDEM Draft Vapor Intrusion Pilot Program Guidance (April 26, 2006) residential prompt action level for a 5-year and 10-year exposure, respectively. Tetrachloroethene was detected in indoor air above the IDEM Draft Vapor Intrusion Pilot Program Guidance residential and commercial chronic action level for a 5-year exposure. Those areas where the Contaminants of Concern were detected above RDCLs and/or IDCLs in soil and groundwater on the Real Estate are depicted in site maps included in Exhibit "B," attached hereto. A list of the Contaminants of Concern and the concentration levels/detected parameters are set forth in Table 1, attached hereto.

WHEREAS: The following reports were relied upon by the Department in issuance of the Comfort Letter for the Real Estate and determination of the land use restrictions contained in this

Covenant:

- *Subsurface Investigations* dated September 1990
- *Chemical Data Validation* dated November 21, 1996
- *Remedial Investigation* dated November 26, 1996
- *Beak Technical Memorandum* dated March 9, 2001
- *Comprehensive Investigation Work Plan* dated 2001-2002
- *Soil and Groundwater Summary Tables for Work Plan* dated August 23, 2002
- *Draft of Groundwater Testing* dated May 2, 2004
- *Ozone Pilot Test* dated January 2005
- *Microcosm Study* dated January 28, 2005
- *Groundwater VOC Summary Tables* dated April 8, 2005
- *Letter approving the Remediation Work Plan* dated July 21, 2006
- *VRP Remediation Work Plan* (and previous versions) dated May 16, 2007
- *Phase I Environmental Site Assessment* dated September 28, 2007
- *Phase II Environmental Site Assessment* dated January 22, 2008

These reports and other documents related to Brownfield Site No. 4071119 (the Real Estate) and Voluntary Remediation Program Site No. 6020801 (the former Sherman Park facility) are incorporated herein by reference and may be examined by searching IDEM's Virtual File Cabinet on the Web at <http://www.in.gov/idem/4101.htm> as well as IDEM's File Room.

WHEREAS: IDEM has not approved closure of this Real Estate under RISC. However, the land use restrictions contained in this Covenant, which are based on review of the reports above, will ensure that the planned commercial/industrial use of the Real Estate will be protective of human health and the environment.

NOW THEREFORE, Owner, hereby, in consideration for the promises contained herein and other good and valuable consideration, imposes restrictions on the Real Estate and covenants and agrees that:

I. GENERAL PROVISIONS

1. Property Conveyance- Continuance of Provisions. Any conveyance of title, easement, or other interest in the Real Estate shall be subject to compliance with restrictions described in paragraph 7, below.
2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.

3. Binding upon Future Owners. By taking title to the Real Estate, any subsequent owner agrees to comply with these restrictions and the terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restrictions described in paragraph 7 are being maintained (and operated as applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment; this includes the right to take samples, monitor compliance with the corrective action plan, and inspect records related to the Comfort Letter and this Covenant.
5. Written Notice of the Presence of Hazardous Substances. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED 3/2 2012, RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY ON March 7th, 2012 INSTRUMENT NUMBER (or other identifying reference) 2012-22101 IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department no later than thirty (30) days after any conveyance of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide Department with a certified copy of the instrument conveying any interest in any portion of the Real Estate and, if it has been recorded, its recording reference. Such notice shall also include the name and business address of the transferee.

II. RESTRICTIONS AND OBLIGATIONS

7. The Owner shall:
 - a) Prohibit any activity at the Real Estate that may interfere with any response activities, long-term monitoring, or measures necessary to assure the effectiveness and integrity of any response action, or component thereof, selected and/or undertaken at or for the benefit of the Real Estate.
 - b) Not use the Real Estate for residential purposes, including, but not limited to, daily care facilities (e.g., daycare centers, schools and senior citizen facilities).
 - c) Not use the Real Estate for agricultural purposes.
 - d) Neither engage in nor allow the installation or use of water wells on the Real Estate. There shall be no consumptive, extractive or other use of the groundwater

underlying the Real Estate that could cause exposure of humans or animals to the groundwater or disrupt the movement of groundwater underlying the Real Estate, other than for site investigation and/or remediation purposes, without prior Department approval.

- e) Remove and properly dispose of, pursuant to state and federal law, any soils that are excavated on the Real Estate. Nothing herein shall limit or conflict with any other legal requirements regarding construction methods and techniques that must be used to minimize risk of exposure while conducting work in contaminated areas.
- f) As determined from IDEM's Draft Vapor Intrusion Pilot Program Guidance ("IDEM Draft VI Guidance"), dated April 26, 2008, install and thereafter operate and maintain a vapor intrusion mitigation system (consistent with U.S. EPA Brownfield Technology Primer Vapor Intrusion Considerations for Redevelopment, EPA 542-R-08-001, March 2008) for the purpose of mitigating the Contaminants of Concern at Building 8 (and any human-occupied building constructed after the date of this Covenant) at the Real Estate until the Department makes a determination regarding acceptable risk in concert with Paragraph No. 9. The Department's determination shall be based upon the 25-year Chronic Commercial Indoor Air Action Levels contained within Table 3 of Appendix VIII of the IDEM Draft VI Guidance. The Department's determination in concert with Paragraph No. 9 shall not be unreasonably withheld. In the event that the vapor intrusion mitigation system malfunctions or ceases operation, the Department shall afford the Owner a reasonable opportunity to repair or replace the vapor intrusion mitigation system prior to the Department exercising whatever rights it may have under Paragraph No. 8.
- g) Notify the Department if there is a change in the land use and/or any zoning changes that affect the commercial/industrial use of the Real Estate.

III. ENFORCEMENT

- 8. Enforcement. Pursuant to Ind. Code § 13-14-2-6(5), the Department may proceed in court, by appropriate action, to enforce this Covenant. Owner agrees that the restrictions are enforceable, and agrees not to challenge the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

- 9. Term. The restrictions shall apply until the Department determines that the Contaminants of Concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
- 10. Modification and Termination. This Covenant shall not be amended, modified, or terminated except by written instrument executed between the Department and the owner of the Real Estate at the time of the proposed amendment, modification, or termination.

Within ten (10) days of executing an amendment, modification, or termination of the Covenant, such amendment, modification, or termination shall be recorded with the Office of the Recorder of Marion County, and within ten (10) days after recording, a true copy of the recorded amendment, modification, or termination shall be presented to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner from complying with any other applicable laws.
13. Change in Law or Regulation. In the event that the Risk Integrated System of Closure ("RISC") is adopted by rule in Indiana, or in the event of any other change in applicable law or regulations, this Covenant shall be interpreted so as to ensure the continuing validity and enforceability of the restrictions listed in paragraph 7, above. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or policies for environmental restrictive covenants or institutional or engineering controls change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
Peter Dvorak
Pinnacle Properties Management Group, LLC,
Midwest Commercial Investments X, LLC,
and SP Investments D, LLC
400 W. 7th Street, Suite 200
Bloomington, IN 47404

With Copy To:

Lisa McKinney Goldner
Harry F. Todd
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
(317) 684-5000

To Department:

Indiana Brownfields Program
IGCN-Suite 1275
100 North Senate Avenue
Indianapolis, Indiana 46204
ATTN: Tracy Concannon

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

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Liability. An Owner's rights and obligations under this instrument terminate upon transfer of the Owner's interest in the Real Estate, except that liability and defenses related to acts or omissions, if any, occurring prior to transfer shall survive transfer.
17. Authority to Execute and Record. The undersigned persons executing this Covenant on behalf of the Owner represent and certify that they are duly authorized and have been fully empowered to execute, record, and deliver this Covenant.

1191502v3

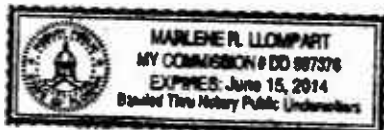
IN WITNESS WHEREOF, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 2nd day of March, 2012.

[Signature]
Owner
member

STATE OF Florida)
COUNTY OF Collier) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Peter Dvorak, the Member of the Owner, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 2 day of March, 2012.



Marlene R. Llopert
Marlene R. Llopert, Notary Public

Residing in Florida county, Collier

My Commission Expires: June 15, 2014

This instrument prepared by:

[Signature]
Lisa McKinney, Counsel
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
Bus: 317-684-5124
Res: 317-407-8699
Lmckinney@boselaw.com

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.

Carol Jety
Printed Name of Declarant

1190920v2

EXHIBIT A

Certified Copy of the Warranty Deed

19.00

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Parcel No. 101-1089356

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That Thomson Consumer Electronics, Inc., a Delaware corporation, formerly known as Consumer Electronics Holdings, Inc., a Delaware corporation ("Grantor"), CONVEYS AND WARRANTS to Sherman Park, L.P., an Indiana limited partnership (Grantee), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Marion County, State of Indiana (the "Real Estate"):

See Exhibit "A" attached hereto and incorporated herein by reference for a description of the Real Estate.

Clinton

Subject to those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference.

The address of such real estate is commonly known as 600 North Sherman Drive, Indianapolis, Indiana 46201.

In consideration of the transfer of the Real Estate from Grantor to Grantee, Grantee agrees on behalf of itself and any successors and assigns that no residential use shall be made or developed upon the Real Estate other than in the area known as Lot H and commonly described as follows:

Lot 4, 81 feet off the East end of Lot 5, and Lots 6 through 13 inclusive in Molt Heirs' Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 12, page 135 in the Office of the Recorder of Marion County, Indiana, except 12 feet off the South end of Lots 6 through 11, conveyed to the City of Indianapolis by deed recorded December 18, 1909, in Town Lot Record 454, Page 367.

Also a strip of ground 15 feet in width North of and adjacent to Lots 12 and 13, being the first alley South of Michigan Street, heretofore vacated.

This covenant shall run with title to the Real Estate and is acknowledged by Grantee to be made for adequate consideration.

The undersigned person executing this Corporate Warranty Deed on behalf of Grantor represents and certifies that he is the duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this Corporate Warranty Deed; that Grantor has full corporate capacity to convey the Real Estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this Corporate Warranty Deed this 9th day of June, 1995.

Grantor:

THOMSON CONSUMER ELECTRONICS, INC., a Delaware corporation

By: Eric Charoy
Eric Charoy, Chief Financial Officer and Vice President, Finance and Information Systems - Americas

Indiana Gross Income Tax on Sale of Real Estate	
Paid by	Thomson Consumer Electronics, Inc.
Grantor	
State Tax	75.25
Amount Paid	630.00
Treasurer's Receipt	462114
Marion County	

STATE OF INDIANA

COUNTY OF MARION

)
)SS: ACKNOWLEDGMENT
)

Before me, a Notary Public in and for said County and State, personally appeared Eric Charoy, the Chief Financial Officer and Vice President, Finance and Information Systems - Americas of Thomson Consumer Electronics, Inc., a Delaware corporation, who acknowledged the execution of the foregoing Corporate Warranty Deed for and on behalf of said corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9th day of June, 1995.

My commission expires: March 13, 1999
Signature Nancy Kay Spotts
Printed Nancy Kay Spotts, Notary Public
Resident of Hamilton County, Indiana

This instrument prepared by Mary E. Solada, Attorney at Law.
BINGHAM SUMMERS WELSH & SPILMAN, 2700 Market Tower, 10 West Market
Street, Indianapolis, Indiana 46204-2982.

Return deed to: Sherman Park, L.P., P.O. Box 3189, Carmel, Indiana 46032
Attn: Clifford T. Rubenstein, Esq.

Send tax bills to: Sherman Park, L.P., P.O. Box 3189, Carmel, Indiana 46032
Attn: Clifford T. Rubenstein, Esq.

JOHN R. VON ARX
MARION COUNTY AUDITOR
706813 JUL-5 95
RECEIVED FOR TRANSFER

EXHIBIT A

LEGAL DESCRIPTION:

Parcel A:

Part of the Northeast Quarter of Section 5, Township 15 North, Range 4 East, Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at a point 180 feet West of the East line and 345 feet North of the South line of said Quarter Section, said point being the Northeast corner of East North Street and the first alley West of Sherman Drive, as shown by the plat of Metzger's East Michigan Street Addition to the City of Indianapolis, which plat is recorded in Plat Book 10, page 151, in the Office of the Recorder of Marion County, Indiana; running thence North along the West line of said alley and a straight extension thereof, 668.50 feet to the South line of St. Clair Street; thence West along the South line of said Street, 320 feet to the West line of Kealing Avenue, now vacated; thence North 25 feet to a point; thence West 217.78 feet to a point in the Southeastern line of a tract of land conveyed to William W. Knight by deed recorded in Deed Record 81, page 14, in the Office of the Recorder of Marion County, Indiana; thence along said line of said tract South 75 degrees 36 minutes West 45.10 feet; thence South 79 degrees 12 minutes West 47.20 feet; thence South 78 degrees 21 minutes West 26.90 feet to the South line of St. Clair Street, now vacated; thence continuing South 78 degrees 21 minutes West 23.85 feet; thence South 66 degrees 38 minutes West, 46.50 feet; thence South 63 degrees 41 minutes West 48.10 feet; thence South 52 degrees 57 minutes West 45.30 feet; thence South 70 degrees 52 minutes West 14.30 feet to the Southeastern line of the right-of-way of the Salt Railroad; thence Southwesterly along said right-of-way line to the North line of East North Street; thence East along said North line 1144 feet, more or less, to the place of beginning, being formerly known as Lots 43 to 93, both inclusive, in Metzger's East Michigan Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 10, page 151, in the Office of the Recorder of Marion County, Indiana, and Lot 10 to 37, both inclusive, in Sherman Heights Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 17, page 169, in the Office of the Recorder of Marion County, Indiana, all of which lots have now been vacated, together with the vacated parts of streets and alleys adjoining said lots.

Parcel B:

Part of the Northeast Quarter of Section 5, Township 15 North, Range 4 East, Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southeast corner of Kealing Avenue and East North Street; running thence West upon and along the South line of East North Street, 823.60 feet to the East line of the first alley West of Kealing Avenue; thence in a Southwesterly direction 129.60 feet to the North line of the first alley South of East North Street; thence East upon and along the North line of said alley 657.50 feet to the West line of Kealing Avenue; thence North upon and along the West line of Kealing Avenue 125 feet to the place of beginning, being formerly known as Lots 100 to 120, both inclusive, in Metzger's East Michigan Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 10, page 151, in the Office of the Recorder of Marion County, Indiana, all of which lots have been vacated.

Parcel C:

Part of the Northeast Quarter of Section 5, Township 15 North, Range 4 East, Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of East North Street and Tuxedo Street in the City of Indianapolis, running thence North along the East line of Tuxedo Street 548.22 feet to the South line of St. Clair Street; thence East along the South line of said Street 177.30 feet to the middle line of the first alley East of Tuxedo Street, which alley is now vacated; thence South along said middle line of said alley vacated 283.60 feet to the North line of Lot 21 in E. C. McLaughlin's Subdivision, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 25, page 163 in the Office of the Recorder of Marion County, Indiana, which lot is now vacated; thence East along the North line of said Lot 200.50 feet to the Northeast corner of said Lot; thence Southwesterly along the Eastern line of said Lot 310 feet to the Southwest corner of said Lot; thence West 223 feet to the place of beginning, being formerly known as Lots 25 and 26 in LaBelle Park Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 16, page 133, in the Office of the Recorder of Marion County, Indiana, including therewith the West Half of the first alley East of Tuxedo Street, now vacated; and Lots 14, 15, 16, 17, 18 and the North

(Continued)

Half of Lot 13 in W. L. Bridges' LaSalle Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 17, page 39, in the Office of the Recorder of Marion County, Indiana, including therewith the West Half of the first alley East of Tuscado Street, now vacated; and Lots 14, 15, 16, 17, 18, 19, 20, and 21 in E. C. McLaughlin's Subdivision, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 25, page 163, in the Office of the Recorder of Marion County, Indiana, including therewith the first alley East of Tuscado Street, now vacated, all of which lots are now vacated.

Also, all of Block 2 in William D. Bates' Maple Grove Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 16, page 120, in the Office of the Recorder of Marion County, Indiana, including therewith a strip of ground 50 feet wide along the North side of said Block 2, heretofore dedicated as part of North Street and now vacated.

Also, a strip of ground 50 feet wide lying West of and adjoining said Block 2, from the North line of East Michigan Street to the South line of East North Street, being part of Tuscado Street now vacated.

Also, Lots 1 to 15, both inclusive, the South 30 feet of Lots 16 and 19 and all of Lots 20 to 25, both inclusive, in Bates' Subdivision, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 18, page 115, in the Office of the Recorder of Marion County, Indiana; together with a strip of ground 15 feet wide lying North of and adjoining said Lots 1 to 9, being the vacated first alley North of Michigan Street; and together with a strip of ground 15 feet wide running from said last mentioned vacated alley North to the South line of East North Street, being the vacated first alley East of LaSalle Street.

Also, part of the Northeast Quarter of Section 5, Township 15 North, Range 4 East, Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at a point coincidental with the Northeast corner of Bates' Maple Grove Addition, as the plat of said Addition is recorded in Plat Book 16, page 120, in the Office of the Recorder of Marion County, Indiana; running thence South along the East line of said Block 2 of Bates' Maple Grove Addition a distance of 254 feet to a point in the Northwesterly line of the Baltimore and Ohio Railroad thence in a Northeasterly direction along said right-of-way line to a point in said right-of-way line which is 496.60 feet North of the South line of said Quarter Section and due East from the point of beginning; thence West on a line parallel to the South line of said Quarter Section to the place of beginning.

Parcel D:

Lots 2 through 13 inclusive in E. C. McLaughlin Subdivision, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 25, page 163, in the Office of the Recorder of Marion County, Indiana.

Parcel E:

Lots 1 and 2 in LaSalle Park Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 16, page 133, in the Office of the Recorder of Marion County, Indiana.

Parcel F:

Lots 1, 2, and 5 in A. F. Zainer's North LaSalle Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 19, page 100 in the Office of the Recorder of Marion County, Indiana.

Parcel G:

Lots 1 through 6 inclusive in W. L. Bridges' LaSalle Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 17, page 39, in the Office of the Recorder of Marion County, Indiana.

(Continued)

Parcel H:

Lot 4, 81 feet off the East end of Lot 5, and Lots 6 through 13 inclusive in Molt Meire' Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 12, page 135 in the Office of the Recorder of Marion County, Indiana, except 12 feet off the South end of Lots 6 through 11, conveyed to the City of Indianapolis by deed recorded December 18, 1909, in Town Lot Record 454, page 367.

Also a strip of ground 15 feet in width North of and adjacent to Lots 12 and 13, being the first alley South of Michigan Street, heretofore vacated.

Parcel I: (Intentionally Omitted)

Parcel J:

Lots 1 through 25 inclusive, Lot 28, and the West Half of Lot 26 in Metzger's East Michigan Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 10, page 151, in the Office of the Recorder of Marion County, Indiana.

Parcel K:

Block "A" in Vogel's Re-Subdivision, an Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 23, page 139, in the Office of the Recorder of Marion County, Indiana.

Also the North Half of a street South of and adjoining said Block, being part of St. Clair Street vacated, as set out in proceedings recorded as Instrument #64.22369.

Parcel L:

Lots 9 thru 22 inclusive in Perkins Sherman Drive, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 13, page 122 in the Office of the Recorder of Marion County, Indiana.

Parcel M:

Lots 1 through 9 inclusive in Sherman Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 17, page 169, in the Office of the Recorder of Marion County, Indiana.

Also, the vacated alley West of and adjacent to said Lots 1 through 9 as set out in vacation proceedings recorded in Deed Record 1669, page 45, in the Office of the Recorder of Marion County, Indiana.

Also, vacated Walnut Street vacated between the West line of Sherman Drive and the East line of the first alley West of Sherman Drive as set out in Deed Record 1669, page 45 in the Office of the Recorder of Marion County, Indiana.

Parcel N:

Lots 29 through 42 inclusive in Metzger's East Michigan Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 10, page 151, in the Office of the Recorder of Marion County, Indiana.

Also, the vacated alley West of and adjacent to Lots 36 through 42 as set out in vacation proceedings recorded in Deed Record 1669, page 45, in the Office of the Recorder of Marion County, Indiana.

Parcel O:

Lots 94 through 99 inclusive in Metzger's East Michigan Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 10, page 151, in the Office of the Recorder of Marion County, Indiana.

Parcel P:

(Continued)

Part of the Northeast Quarter of Section 5, Township 15 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point 793 feet East of the East line of LaSalle Street and 283.60 feet South of the South line of St. Clair Street, thence in a Southwesterly direction 31.0 feet to a point 638 feet East of the East line of LaSalle Street, and 466.60 feet North of the North line of Michigan Street; thence East 34.75 feet more or less to the West line of the right-of-way of the Balt Railroad as now located; thence Northeasterly on a curved line, curving to the right, with a radius of 1931.50 feet along the present right-of-way of the Balt Railroad to a point 804 feet East of the East line of LaSalle Street, and 283.60 feet South of the South line of St. Clair Street, thence West 11 feet to the place of beginning.

Parcel Q:

A 50 foot strip, being North Street vacated between the West line of Kealing Avenue and the East right-of-way line of the Balt Railroad as set out in vacation proceedings recorded in Deed Record 1842, page 161, in the Office of the Recorder of Marion County, Indiana.

Parcel R:

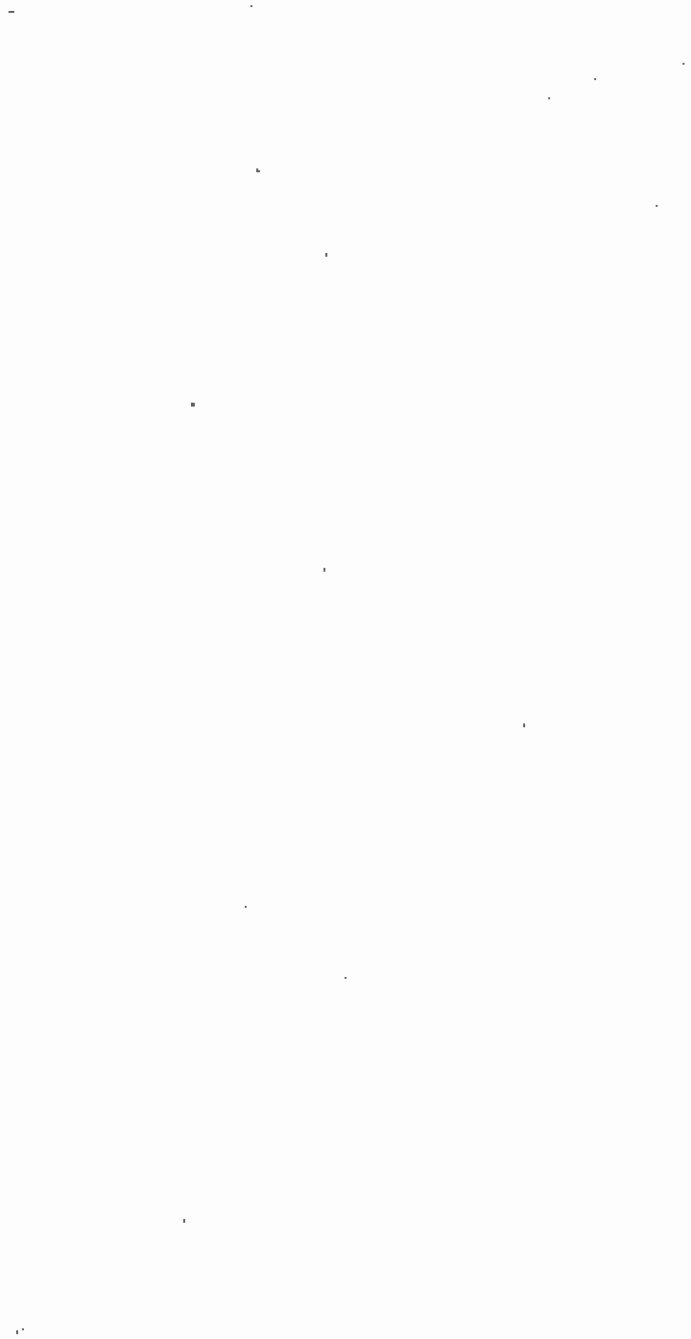
That part of North Street vacated between the West line of Sherman Drive and the West line of Kealing Avenue, also that part of Kealing Avenue between the South line of North Street and the North line of the first alley South of North Street, and also the first alley West of Sherman Drive between the South line of North Street and the North line of the first alley South of North Street, all as set out in vacation proceedings recorded January 26, 1966 as Instrument #66-4630.

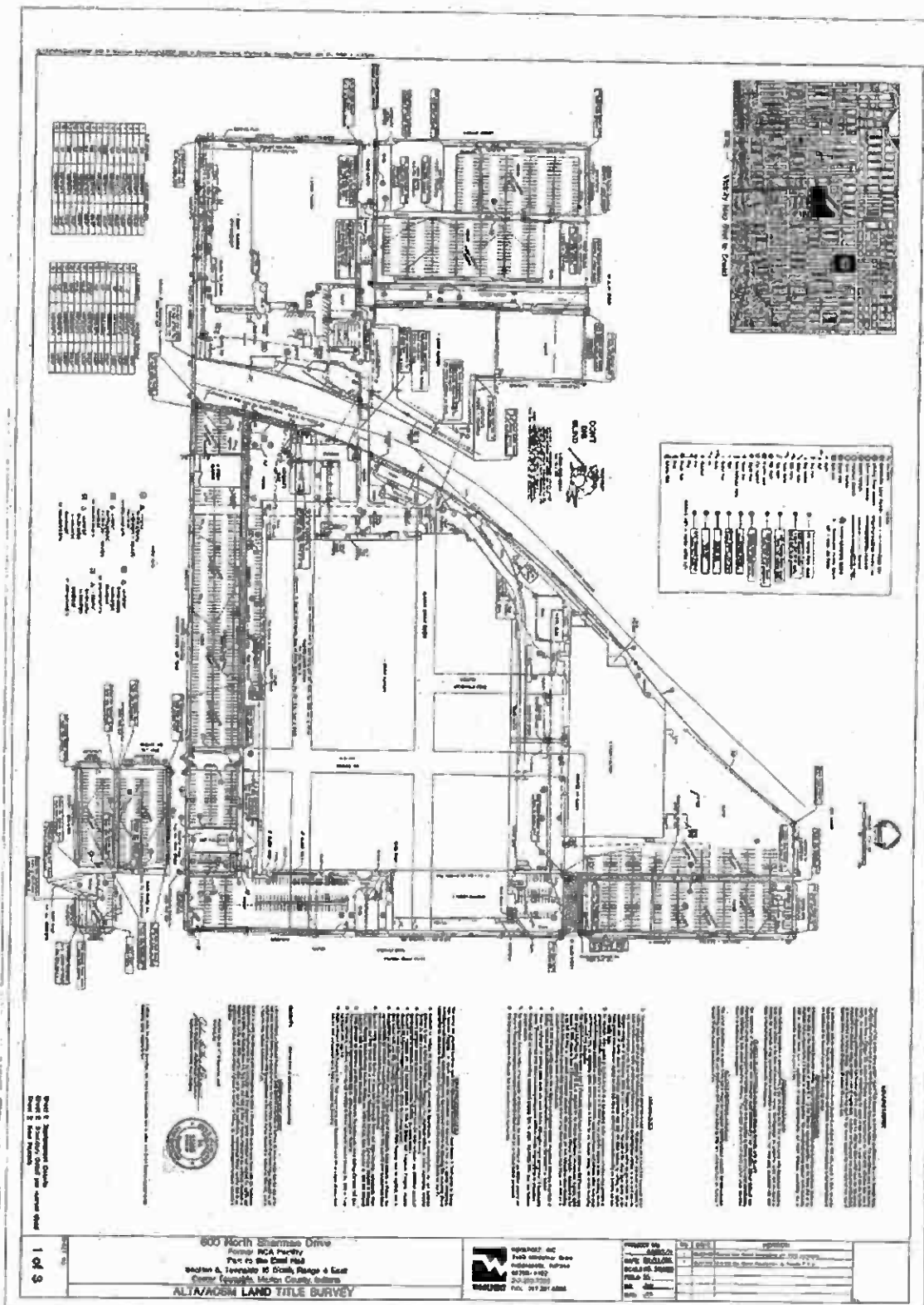
EXHIBIT B

1. Taxes due and payable in November of 1995 and thereafter.
2. Easement Agreement granted to maintain encroaching garage upon the terms, covenants and conditions contained therein recorded November 27, 1972 as Instrument #72-71906.
3. Easement for telephone pole and incidental purposes in favor of Indiana Bell Telephone Company recorded November 23, 1965 as Instrument #65-61746 over a 5 foot strip of land across the Southwest corner of subject tract. (Parcel O)
4. Easement for water main and incidental purposes in favor of Indianapolis Water Company recorded April 10, 1961 in Deed Record 1856, Instrument #27758 over a 15 foot strip across the Southwest corner of subject tract. (Parcel Q)
5. Terms, covenants and obligations set out in Agreement between The Indianapolis Union Railway Company and RCA Corporation set out in Instrument recorded May 21, 1970 as Instrument #70-20732.
6. Terms, covenants, conditions, obligations and restrictions of license agreement recorded January 14, 1941 in Town Lot Record 1052, as Instrument #1912.
7. Any special tax which may be assessed in the future in the event the pending reassessment appeal with respect to that part of the premises taxes under Parcel No. 1089356 is denied.
8. Rights of tenants under written leases.
9. Any matters disclosed by the survey of the Real Estate prepared by MSE Engineering as Job No. 121-2430.

EXHIBIT A (1)

Site Map Showing Property Boundary





Book 1, Subdivision Plat
 Book 2, Lot Plat
 Book 3, Lot Plat

1 of 3



800 North Sherman Drive
 Formerly RCA Facility
 Part of the Civil Road
 Section 6, Township 10 North, Range 4 East
 County of Los Angeles, State of California
 ALTA/ACSM LAND TITLE SURVEY

10/15/2017
 10:00 AM
 10/15/2017
 10:00 AM
 10/15/2017
 10:00 AM
 10/15/2017
 10:00 AM

NO.	DATE	DESCRIPTION
1	10/15/2017	10:00 AM
2	10/15/2017	10:00 AM
3	10/15/2017	10:00 AM
4	10/15/2017	10:00 AM
5	10/15/2017	10:00 AM
6	10/15/2017	10:00 AM
7	10/15/2017	10:00 AM
8	10/15/2017	10:00 AM
9	10/15/2017	10:00 AM
10	10/15/2017	10:00 AM

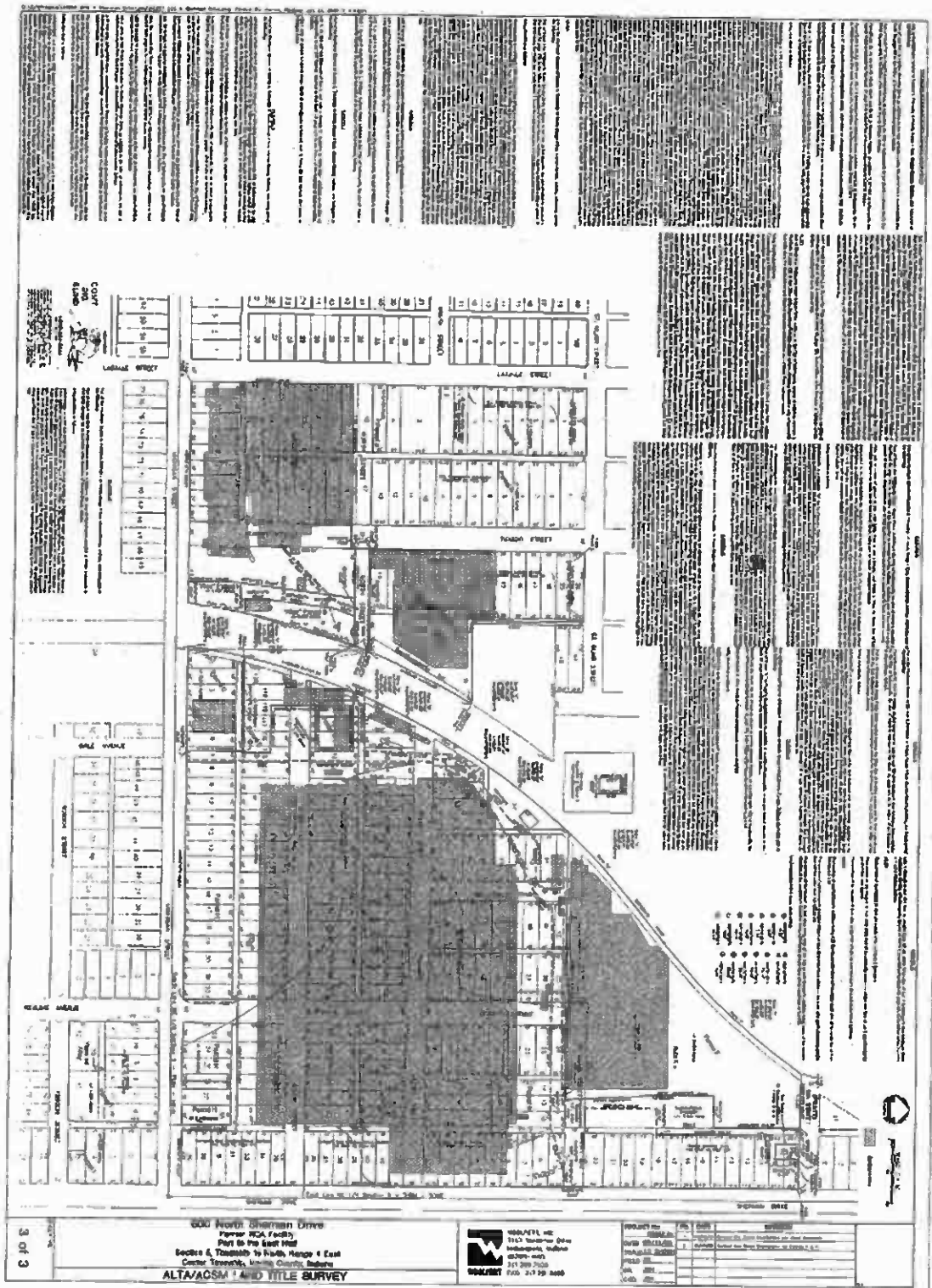
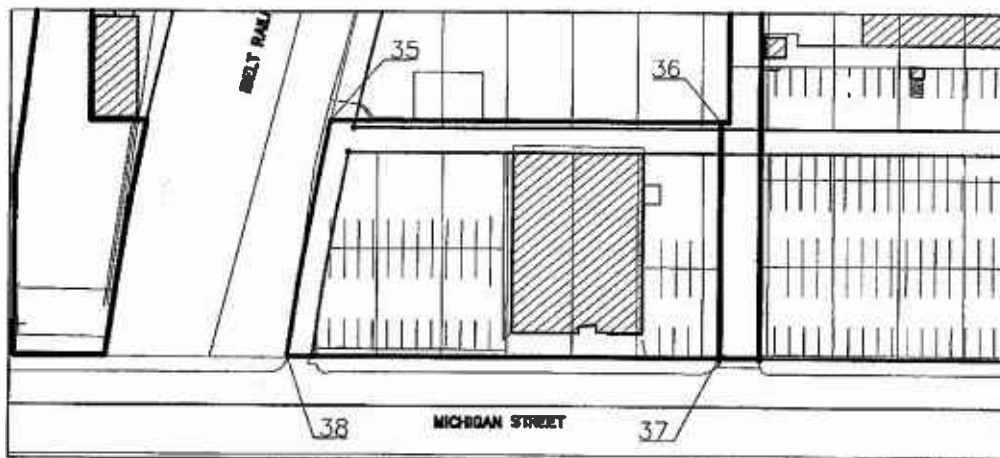


EXHIBIT A
PAGE 4 OF 10
SHERMAN PARK - PARCEL D
600 NORTH SHERMAN DRIVE
SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 EAST
CENTER TOWNSHIP, MARION COUNTY, INDIANA



0 100' 200'

	NORTH	EAST
35	4403177	576468
36	4403179	576541
37	4403135	576542
38	4403132	576461



G:\SV\Projects\67853 Sherman Park Exhibits\dwg\67853SV.dwg, Plotted By: heron, Plotted: Dec 21, 2007 - 4:37pm



WOOLPERT

WOOLPERT, INC.
 7140 Waldemar Drive
 Indianapolis, Indiana
 46268-4192
 317.299.7500
 FAX: 317.291.5805

CONTRACT No.
 67853.01
 DRAWING FILE:
 SEE PLOT STAMP

DATE 12/21/07
 DR. JWH
 CKD. JRH

METRIC COORDINATES:
 UTM ZONE 16 NAD 83

NO.	DATE	REVISIONS

EXHIBIT A (2)

Survey Description of "New" Parcel D

NEW PARCEL D

Lots 1 through 6 and 10.5 feet by parallel lines off the entire West side of Lot 7 in Metzger's East Michigan Street Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 10, page 151, in the Office of the Recorder of Marion County, Indiana.

ALSO:

That portion of the vacated 15 foot alley north of the said Lots 1 through 6.

That portion of the vacated 15 foot alley lying east of the northerly extension of the west line of Lot 7 and 10.5 feet by parallel lines east thereof.

That portion of the vacated 15 foot alley lying west of Lot 1 in said Metzger's East Michigan Street Addition.

ALSO:

That portion of said Metzger's Addition being 4.36 feet by parallel lines off the entire south side of the south line of Lots 116 through 120.

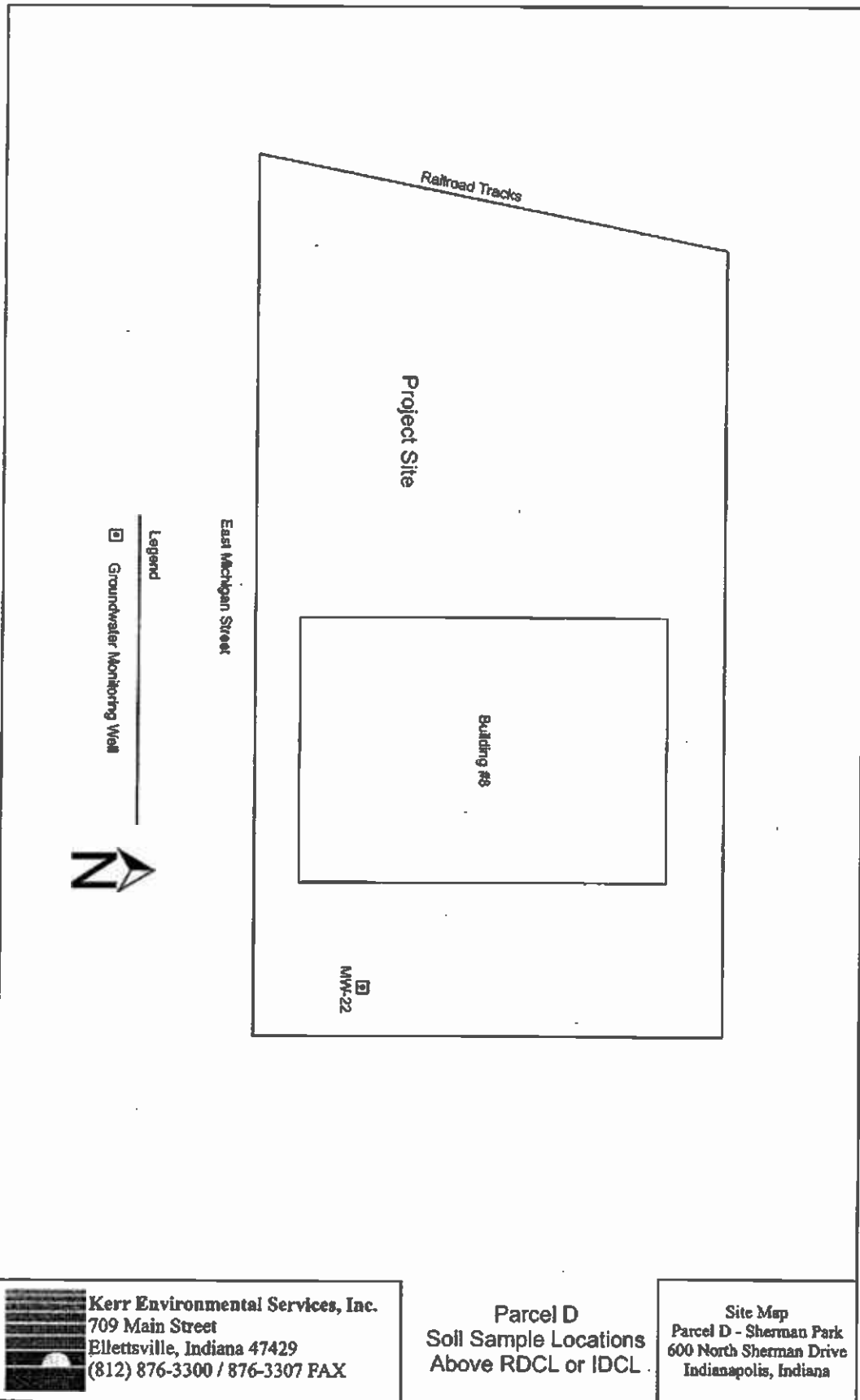
That portion of said Metzger's Addition being 4.36 feet by parallel lines off the entire south side and 11.32 feet by parallel lines off the entire west side of Lot 115.

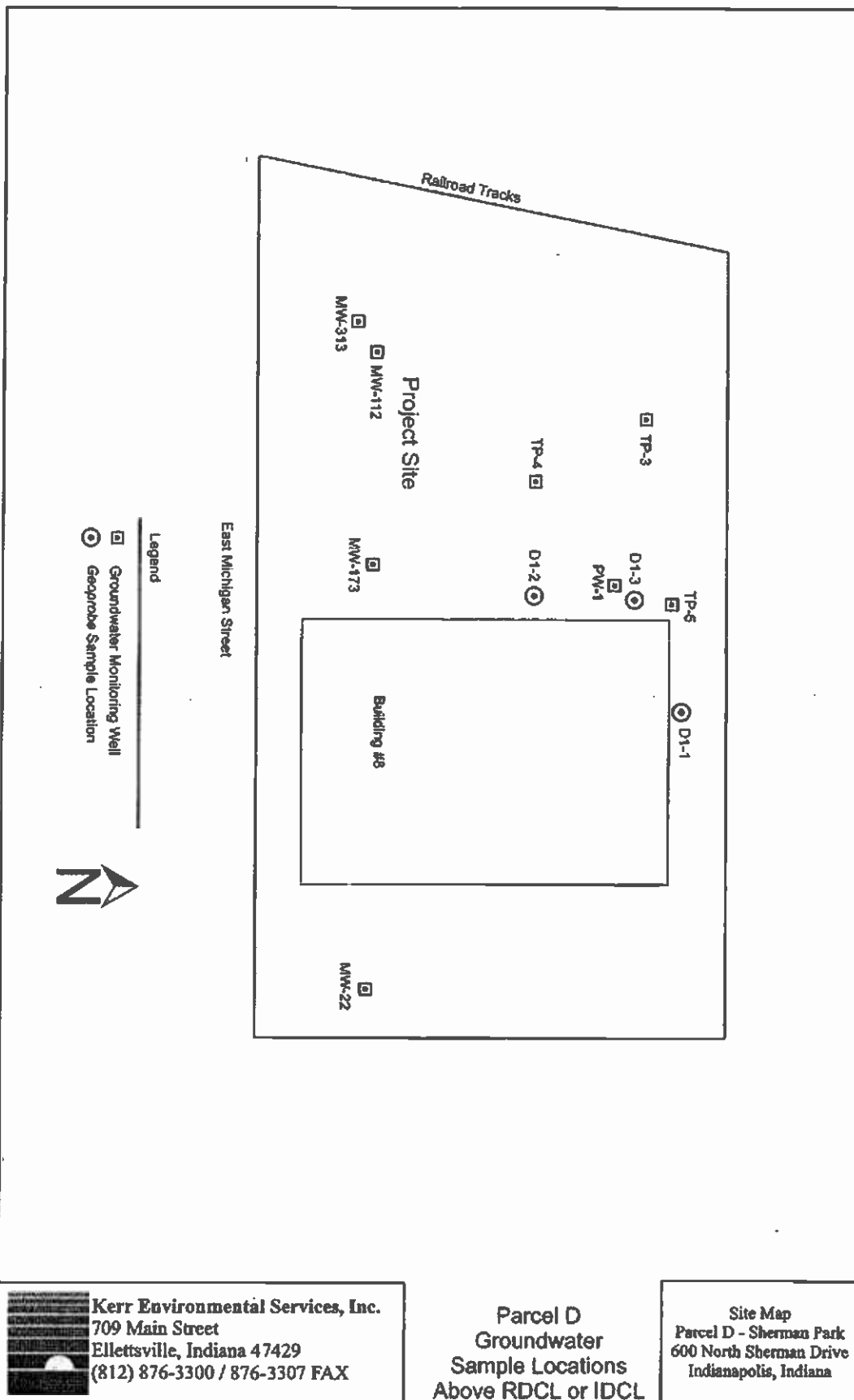
That portion of the vacated 15 foot alley being west of Lot 120 of said Metzger's Addition being south of the westerly extension of the parallel line defined as being 4.36 feet by parallel lines off the south side of Lot 120.

In all containing 0.841 Acres, more or less.

EXHIBIT B

**Site Maps Showing Sampling Locations with Contaminants of Concern
Exceeding RDCLs or IDCLs in Soil and Groundwater**

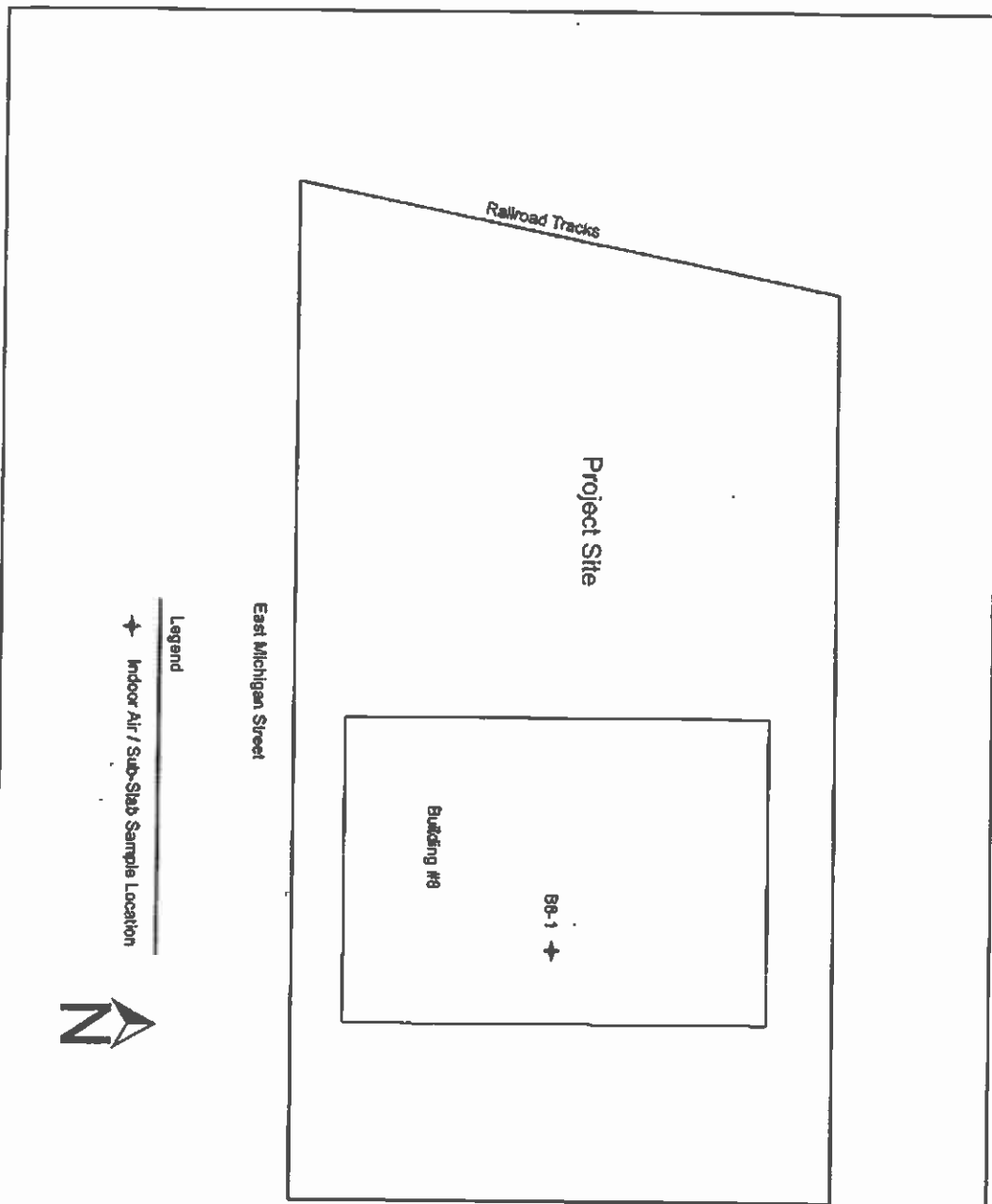




Kerr Environmental Services, Inc.
709 Main Street
Ellettsville, Indiana 47429
(812) 876-3300 / 876-3307 FAX

**Parcel D
Groundwater
Sample Locations
Above RDCL or IDCL**

**Site Map
Parcel D - Sherman Park
600 North Sherman Drive
Indianapolis, Indiana**



Legend
+ Indoor Air / Sub-Slab Sample Location



Kerr Environmental Services, Inc.
709 Main Street
Ellettsville, Indiana 47429
(812) 876-3300 / 876-3307 FAX

Parcel D
Indoor Air / Sub-Slab
Sample Locations
Above RDCL or IDCL

Site Map
Parcel D - Sherman Park
600 North Sherman Drive
Indianapolis, Indiana

EXHIBIT C

Copy of Comfort Letter



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

October 29, 2008

Peter Dvorak
Pinnacle Properties Management Group, LLC,
Midwest Commercial Investments X, LLC
and SP Investments D, LLC
400 W. 7th Street, Suite 200
Bloomington, IN 47404

Re: Comfort Letter
Sherman Park – Parcel D
3518 E. Michigan Street
Indianapolis
Marion County
BFD # 4071119
VRP # 6020801

Dear Mr. Dvorak:

In response to a request to the Indiana Brownfields Program ("Program") by Bose McKinney & Evans LLP on behalf of Pinnacle Properties Management Group, LLC; Midwest Commercial Investments X, LLC; and SP Investments D, LLC ("Prospective Purchaser"), the Indiana Department of Environmental Management ("IDEM") is providing this Comfort Letter to outline applicable limitations on the liability of and clarify the reasonable steps IDEM considers appropriate for the Prospective Purchaser to take with respect to hazardous substances found on the property located at 3518 E. Michigan Street in Indianapolis ("Site"), on which formerly operated the Sherman Park facility ("Sherman Park").

This letter does not provide a release from liability, but provides specific information with respect to some of the criteria the Prospective Purchaser must satisfy to qualify for relief from potential liability related to hazardous substances contamination under the bona fide prospective purchaser ("BFPP") exemption under Section 101(40) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.* and Indiana Code ("IC") § 13-25-4-8(b) (incorporating 42 U.S.C. § 9607(r)). This letter will also address the reasonable steps IDEM recommends the Prospective Purchaser undertake to prevent or limit any human, environmental, or natural resource exposure to any previously-released hazardous substance found at the Site.

The Site is 0.841 acres in size and is a portion of a larger, approximately 49-acre property ("Project Property") once owned and operated by Westinghouse, Radio Corporation of America ("RCA"), General Electric ("GE"), and Thomson Consumer Electronics. The Project Property was previously used for the manufacture of radio and television components. RCA purchased the

property from Westinghouse in 1920. GE became the owner of the Project Property when it acquired RCA in 1986. In 1987, Thomson Consumer Electronics purchased the Project Property from GE. Sherman Park, L.P. acquired the property in 1995.

A total of 13,500 square feet of commercial and office space exists under roof on the Site. The building on the property was utilized as a union hall, a training center, and more recently retail and office space. Historical records indicate the union hall was constructed in 1953 and refer to it as Building 8. Historical drawings depict the presence of a fuel oil UST under the north side of Building 8. A site reconnaissance revealed the presence of a fill pipe for the UST in the wall of the building. Historical drawings also indicate the presence of several fuel oil USTs north of the Project Property.

Some of the environmental concerns at the larger Project Property are being addressed by GE through IDEM's Voluntary Remediation Program ("VRP") under VRP site #6020801. The Site is part of the Project Property that will be covered by the VRP Covenant Not Sue. The Program understands that the Prospective Purchaser intends to rehabilitate the Project Property, including the Site, into a new business park for offices, manufacturing, and distribution activities.

Environmental Conditions at the Site

As part of the Prospective Purchaser's request for assistance in determining existing environmental impacts at the Site and the potential liability of the Prospective Purchaser, IDEM staff have reviewed the following reports.

- *Subsurface Investigations* dated September 1990, Sirrine Environmental Consultants, Inc.
- *Chemical Data Validation* dated November 21, 1996, Beak International Incorporated
- *Remedial Investigation* dated November 26, 1996, Beak International Incorporated
- *Beak Technical Memorandum* dated March 9, 2001, Beak International Incorporated
- *Comprehensive Investigation Work Plan* dated 2001-2002, Beak International Incorporated
- *Soil and Groundwater Summary Tables for Work Plan* dated August 23, 2002, General Electric Company
- *Draft of Groundwater Testing* dated May 2, 2004, General Electric Company
- *Ozone Pilot Test* dated January 2005, O'Brien & Gere Engineers, Inc.
- *Microcosm Study* dated January 28, 2005, General Electric Company/Global Research Center
- *Groundwater VOC Summary Tables* dated April 8, 2005, Sommer Barnard Attorneys, PC
- *Letter approving the Remediation Work Plan* dated July 21, 2006, IDEM/Richard R. Milton
- *VRP Remediation Work Plan* (and previous versions) dated May 16, 2007, Conestoga-Rovers & Associates
- *Phase I Environmental Site Assessment* dated September 28, 2007, Kerr Environmental Services, Inc.

- *Phase II Environmental Site Assessment* dated January 22, 2008, Kerr Environmental Services, Inc.

The above-referenced investigations revealed that portions of the Site are contaminated with hazardous substances in subsurface soils and groundwater. Contamination found on the Site exceeded applicable residential default closure levels ("RDCLs") under IDEM's January 2006 Risk Integrated System of Closure ("RISC") for the following parameters in the noted media (see attached tables, Exhibit A):

- Cis-1,2-dichloroethene in subsurface soils and all three of the groundwater aquifers in the unconsolidated deposits
- Chloroethane in the lower unconsolidated groundwater aquifer
- 1,1-Dichloroethane in the middle and lower unconsolidated groundwater aquifers
- 1,2-Dichloroethane in the lower unconsolidated groundwater aquifer
- Trichloroethene and 1,1-Dichloroethene in the upper and middle unconsolidated groundwater aquifers
- Vinyl chloride in all three of the groundwater aquifers in the unconsolidated deposits

Contamination found on the Site exceeded industrial default closure levels ("IDCLs") under IDEM's January 2006 RISC for the following parameters in the noted media (see attached tables, Exhibit A):

- Cis-1,2-dichloroethene in the middle and lower of three groundwater aquifers in the unconsolidated deposits
- 1,2-Dichloroethane in the lower unconsolidated groundwater aquifer
- Trichloroethene in the upper and middle unconsolidated groundwater aquifers
- Vinyl chloride in all three of the groundwater aquifers in the unconsolidated deposits

Trichloroethene and tetrachloroethene were detected in air samples from below the slab of Building 8 at concentrations above the IDEM Draft Vapor Intrusion Pilot Program Guidance (April 26, 2006) ("IDEM Draft VI Guidance") residential prompt action level for a 5-year and 10-year exposure, respectively. Tetrachloroethene was detected in indoor air above the IDEM Draft VI Guidance residential and commercial chronic action level for a 5-year exposure.

Areas of concern investigated on this Site include a fuel oil UST located underneath Building 8, fuel oil USTs located off-Site to the north of the Site, and a reported nearby spill of pesticides and polynuclear aromatic hydrocarbons (PNAs) off-Site to the south of the Site. The potential for vapor intrusion in Building 8 from subsurface contamination was also investigated and presents a current concern. Soil, groundwater, sub-slab and indoor air samples have been collected from the Site and analyzed from 1989 through the end of 2007.

IDEM has concluded, based on its review of the above-referenced reports, that, so long as institutional controls are in place and maintained, there are no potential exposure pathways to the

soil and groundwater contamination found on the site and that such contamination will not present a threat to human health and the environment. Furthermore, if the Prospective Purchaser takes the “reasonable steps” set forth in this letter below, the Site can be redeveloped for commercial/industrial use.

Liability and Enforcement Discretion

IDEM’s “Brownfields Program Comfort and Site Status Letters” Nonrule Policy Document, W-0051 (April 18, 2003) (“Comfort and Site Status Letter Policy”), provides that IDEM may issue a letter to a stakeholder involved in redevelopment of a brownfield if the stakeholder satisfies certain eligibility criteria reviewed below. IDEM concludes, based in part on information provided by the Prospective Purchaser, that:

1. no state or federal enforcement action at the brownfield is pending;
2. no federal grant requires an enforcement action at the brownfield;
3. no condition on the brownfield constitutes an imminent and substantial threat to human health or the environment as long as a vapor mitigation system that adequately maintains indoor air levels protective of building occupants is installed, operated and properly maintained (including replacement as necessary);
4. neither the Prospective Purchaser nor an agent or employee of the Prospective Purchaser caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance or petroleum at the brownfield, and;
5. the Prospective Purchaser is eligible for an applicable exemption to liability, specifically the “bona fide prospective purchaser” (“BFPP”) exception to liability for hazardous substance contamination found in CERCLA § 107(r) and IC § 13-25-4-8(b), provided the applicable statutory criteria are met.

As discussed below, the Prospective Purchaser has demonstrated to IDEM’s satisfaction that it is eligible for the BFPP exemption from liability for hazardous substance contamination provided it takes the “reasonable steps” required by statute, recommendations for which are discussed below.

Bona Fide Prospective Purchaser

Under IC § 13-25-4-8(a), which bases liability on Section 107(a) of CERCLA, a person that is liable under § 107(a) of CERCLA is liable to the state in the same manner and to the same extent. Under § 107(r) of CERCLA and IC § 13-25-4-8(b), a BFPP is not liable under § 107(a) as long as the BFPP does not impede the performance of a response action or natural resource restoration § 42 U.S.C. § 9607(c). Thus a prospective purchaser that satisfies CERCLA §§ 101(40) (defining bona fide prospective purchaser) and 107(r) would not be liable under CERCLA § 107(a) or IC § 13-25-4-8(a).

The BFPP provisions of CERCLA require a person to meet the criteria of CERCLA §§ 101(40) and 107(r) to be protected from liability. If the Prospective Purchaser satisfies these

criteria, IDEM is prohibited from pursuing the Prospective Purchaser even if cleanup requirements change or if IDEM determines that a response action related to existing known hazardous substances contamination from prior releases at the Site is necessary. Furthermore, the Prospective Purchaser's satisfaction of CERCLA §§ 101(40) and 107(c) prohibits IDEM from pursuing it for response costs relating to the past release of hazardous substances at the Site. Therefore, IDEM will not require the Prospective Purchaser to respond to the past release of hazardous substances found at the Site beyond the scope of the statutorily-required reasonable steps outlined below, even if cleanup requirements change or if IDEM determines that a response action is necessary in the future. This decision, however, does not apply to past or present hazardous substance contamination that is not described in this letter, future releases, or applicable requirements under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901.

To meet the statutory criteria for liability protection as a BFPP, a landowner must meet certain threshold criteria and satisfy certain continuing obligations. IDEM notes that the Prospective Purchaser will acquire ownership of the Site after January 11, 2002, and the disposal of hazardous substances at the Site occurred prior to it acquiring the Site. See 42 U.S.C. § 9601(40)(A). Based on information reviewed by IDEM, IDEM concludes that the Prospective Purchaser has conducted all appropriate inquiries into the previous ownership and uses of the Site. See 42 U.S.C. § 9601(40)(B)(i). Furthermore, the Prospective Purchaser has represented that it is not potentially liable or affiliated with any person that is potentially liable for contamination at the Site, and IDEM has no information to the contrary. See 42 U.S.C. § 9601(40)(H). Therefore, the Prospective Purchaser meets the threshold requirements of CERCLA §§ 9601(40) (A), (B) and (H) to qualify for the status of BFPP under 42 U.S.C. § 9601(40).

The continuing obligations the Prospective Purchaser must undertake to maintain BFPP status are outlined in 42 U.S.C. §§ 9601(40)(C)-(G) and include exercising "appropriate care with respect to hazardous substances found at the facility by taking reasonable steps to - (i) stop any continuing release; (ii) prevent any threatened future release; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance." 42 U.S.C. § 9601(40)(D). Furthermore, the Prospective Purchaser recognizes that in order to maintain the status of BFPP, it will have to continue to provide the cooperation, assistance and access required by 42 U.S.C. § 9601(40)(E). In addition, the Prospective Purchaser will have to maintain compliance with land use restrictions established for the Site, and not impede the implementation or the effectiveness of any institutional control as required by 42 U.S.C. § 9601(40)(F). To maintain BFPP status, the Prospective Purchaser must also comply with 42 U.S.C. § 9601(40)(C) regarding notices and 42 U.S.C. § 9601(40)(G) regarding requests for information or administrative subpoenas.

Reasonable Steps

For this Site, IDEM recommends the following as appropriate reasonable steps for the Prospective Purchaser to undertake with respect to the hazardous substance contamination found at the Site in order to qualify as a BFPP, as well as to satisfy the eligibility requirements for issuance of this letter under the Comfort and Site Status Letter Policy.

- All land use restrictions described in this letter must be implemented and maintained.
- Upon becoming aware of such information, the Prospective Purchaser must communicate to IDEM any newly-obtained information about existing hazardous substance contamination or any information about new (or previously unidentified) contamination.

Implementation of the above-enumerated reasonable steps, in addition to ongoing satisfaction of the additional statutory conditions will, with respect to IDEM, satisfy the statutory conditions for the BFPP protection. Any work performed at the Site must be performed in accordance with all applicable environmental laws in order to ensure no inadvertent exacerbation of existing contamination found on the Site which could give rise to liability.

Institutional Controls

The fact that contamination remains on the Site above RDCLs requires recording of an environmental restrictive covenant ("ERC") on the deed for the Site to ensure no exposure to on-Site contamination. In order to qualify for liability protection as a BFPP, and as a condition of issuance of this letter under the Comfort and Site Status Letter Policy, the Prospective Purchaser must record the enclosed ERC on the deed for the Site. The ERC must include the following land use restrictions, stated below in general terms:

- Prohibit any activity at the Site that may interfere with response activities, long-term monitoring, or measures necessary to assure the effectiveness and integrity of any response action.
- The Site is not to be used for agricultural or residential purposes, including, but not limited to, day care facilities (e.g., daycare centers, schools and senior citizen facilities).
- Neither engage in nor allow the installation or use of water wells on the Real Estate. There shall be no consumptive, extractive or other use of the groundwater underlying the Real Estate that could cause exposure of humans or animals to the groundwater or disrupt the movement of groundwater underlying the Real Estate, other than for site investigation and/or remediation purposes, without prior IDEM approval.
- Excavation and construction on the Site is not prohibited, provided any soils that are excavated are removed and properly disposed of pursuant to state and federal law. Nothing herein shall limit or conflict with any other legal requirements regarding construction methods and techniques that must be used to minimize risk of exposure while conducting work in contaminated areas.
- Installation, operation and maintenance of a vapor mitigation system (consistent with U.S. EPA Brownfield Technology Primer Vapor Intrusion Considerations for Redevelopment, EPA 542-R-08-001, March 2008) within Building 8 and in any newly-constructed and human-occupied buildings on Site, unless IDEM concurs that the vapor intrusion system is

no longer necessary, based upon the achievement of the 25-year Chronic Commercial Indoor Air Action Levels contained within Table 3 of Appendix VIII of IDEM's Draft VI Guidance.

- Notify the Department if there is a change in the land use and/or any zoning changes that affect the commercial/industrial use of the Site.

Conclusion

IDEM encourages the commercial/industrial redevelopment of this Site. Should additional information gathered in conjunction with future Site investigations and/or remediation conclude that a particular restriction is no longer necessary to protect human health and the environment or that Site conditions are appropriate for unrestricted use, IDEM will, upon request, consider modification or termination of the ERC recorded on the deed for the Site pursuant to its terms and conditions based on then-current risks presented by the Site. Conversely, it is also possible that new land use restrictions may be necessary in the future due to new information or changed circumstances at the Site.

Pursuant to the Comfort Letter Policy, the determinations in this letter are based on the nature and extent of contamination known to IDEM as of the date of this letter, as a result of review of information submitted to or otherwise reviewed by IDEM. If additional information regarding the nature and extent of contamination at the Site later becomes available, additional measures may be necessary to satisfy the reasonable steps requirements of BFPP status. In particular, if new areas of hazardous substance contamination or new types of contaminants are identified, the Prospective Purchaser must communicate this information to IDEM upon becoming aware of it and should ensure that reasonable steps are undertaken with respect to such contamination in order not to jeopardize BFPP status.

This letter shall not be construed as limiting the Prospective Purchaser's ability to rely upon any other common law or statutory defenses and/or exemptions available to it, nor shall it limit any ongoing obligations of the Prospective Purchaser that are required to maintain the status of BFPP or the benefit of the issuance of this letter. Furthermore, the terms and conditions of this letter shall be limited in application to this letter recipient (specifically, Pinnacle Properties Management Group, LLC, Midwest Commercial Investments X, LLC, SP Investments D, LLC) and this Site, and shall not be binding on IDEM at any other Site.

If IDEM later discovers that the aforementioned investigations or other information submitted to IDEM was inaccurate or incomplete, the determinations made in this letter may change, the letter may be revoked, and/or IDEM may pursue any responsible party. In addition, if any acts or omission by the Prospective Purchaser exacerbates the contamination at the Site, or if the Prospective Purchaser does not implement and maintain the reasonable steps outlined in this letter, then the protection provided by the BFPP exemption may not apply. Furthermore, activities conducted at the Site subsequent to purchase that result in a new release can give rise to full liability.

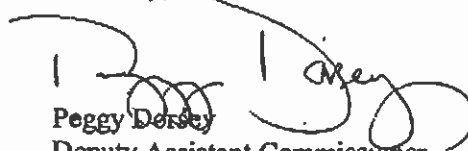
Sherman Park - Parcel D
BFD # 4071119
October 29, 2008
Page 8 of 8

In order for this letter to be given effect by IDEM, the Prospective Purchaser must record this letter and an executed ERC in the Marion County Recorder's Office. Please return a certified copy of the recorded documents to the address listed below.

Indiana Brownfields Program
100 N. Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: Tracy Concannon

IDEM is pleased to assist Pinnacle Properties Management Group, LLC, Midwest Commercial Investments X, LLC, and SP Investments D, LLC with the redevelopment of the Sherman Park facility. Should you have any questions or comments, please contact Tracy Concannon toll free at 800-451-6027, ext. 3-2801, or 233-2801 or at tconcann@ifa.in.gov.

Sincerely,



Peggy Dorsey
Deputy Assistant Commissioner
Office of Land Quality

Attachments

cc: Jan Pels, U.S. EPA Region 5 (via electronic copy)
Meredith Gramelspacher, Indiana Brownfields Program (via electronic copy)
Lisa McKinney Goldner, Bose McKinney & Evans LLP
Larry Harshman, Harshman Properties Services, LLC
Tracy Concannon, Indiana Brownfields Program (via electronic copy)

Exhibit A

Summary of Soil Analytical Results

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-22
Date Sampled				4/13/1993
Sample Depth (ft bgs)				21
cis-1,2-Dichloroethene	ug/kg	400	5,800	1,000

Notes:

ft bgs - feet below ground surface

ug/kg - micrograms per kilogram = parts per billion (ppb)

RDCL - Residential Default Closure Level

IDCL - Industrial/Commercial Default Closure Level

Summary of Groundwater Analytical Results

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	D1-W-1	D1-W-2	D1-W-3	MW-22	PW-1	PW-1	PW-1	PW-1	PW-1
Date Sampled				11/27/2007	11/28/2007	11/28/2007	4/13/1993	8/16/1989	6/28/1992	1/9/2001	1/9/2001	12/29/2004
Chloroethane	ug/L	62	990	ND	ND	ND	ND	6.0	ND	ND	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	44	150	37	3.5	49	ND	5.7	5.6	3.9
1,2-Dichloroethane	ug/L	5	31	ND	ND	ND	1.0	ND	ND	ND	ND	ND
1,1-Dichloroethene	ug/L	7	5,100	14	10	2.8	0.9	ND	118	ND	ND	ND
cis-1,2-Dichloroethene	ug/L	70	1,000	92	430	85	19.6	NA	ND	16	16	14
Trichloroethene	ug/L	5	31	110	720	230	ND	1,710	900	67	66	50
Vinyl Chloride	ug/L	2	4	2.7	20	12	4.1	15	ND	ND	ND	ND

Notes:

RDCL - Residential Default Closure Level

IDCL - Industrial/Commercial Default Closure Level

ND - Not Detected

ug/L - micrograms per liter = parts per billion (ppb)

Summary of Groundwater Analytical Results

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	PW-1	PW-1	TP-3	TP-3	TP-3	TP-3	TP-3	TP-3	TP-4	TP-5
Date Sampled				4/21/2005	10/24/2005	7/27/1989	8/9/1989	8/16/1989	5/4/2002	5/4/2002	5/4/2002	8/9/1989	8/9/1989
Chloroethane	ug/L	62	990	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	15	1.4	32	26	23	4.3	1.2	60	ND	ND
1,2-Dichloroethane	ug/L	5	31	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene	ug/L	7	5,100	1.1	ND	ND	ND	ND	ND	ND	ND	ND	61
cis-1,2-Dichloroethene	ug/L	70	1,000	54	3.0	NA	NA	NA	9.8	13	NA	NA	NA
Trichloroethene	ug/L	5	31	180	12	61	45	42	40	7.1	1,130	1,400	1,400
Vinyl Chloride	ug/L	2	4	1.3	ND	ND	ND	ND	0.78	ND	6.0	ND	ND

Notes: RDCL - Residential Default Closure Level
IDCL - Industrial/Commercial Default Closure Level
ND - Not Detected
ug/L - micrograms per liter = parts per billion (ppb)

Summary of Groundwater Analytical Results

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-22	MW-22	MW-22	MW-22	MW-22	MW-22	MW-22	MW-22	MW-22
Date Sampled				5/27/1993	8/5/1993	9/29/1993	1/9/2001	5/5/2002	5/5/2002	7/14/2004	8/10/2004	12/29/2004
Chloroethane	ug/L	62	990	4.3	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	1,200	850	630	770	550	460	660	730	700
1,2-Dichloroethane	ug/L	5	31	26	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene	ug/L	7	5,100	46.4	ND	ND	21	12	9.2	19	16	16
cis-1,2-Dichloroethene	ug/L	70	1,000	2,300	1,700	1,500	2,300	1,700	1,400	2,600	2,400	2,400
Trichloroethene	ug/L	5	31	1,900	1,100	1,100	950	480	400	610	670	520
Vinyl Chloride	ug/L	2	4	87.4	ND	ND	74	25	22	45	47	42

Notes: RDCL - Residential Default Closure Level

IDCL - Industrial/Commercial Default Closure Level

ND - Not Detected

ug/L - micrograms per liter = parts per billion (ppb)

Summary of Groundwater Analytical Results

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-22	MW-112	MW-112	MW-112	MW-112	MW-112	MW-112	MW-112	MW-112
Date Sampled				4/21/2005	10/24/2005	12/13/2001	12/13/2001	12/13/2001	5/4/2002	7/14/2004	8/10/2004	12/29/2004
Chloroethane	ug/L	62	990	ND	ND	1.7	1.7	1.3	ND	ND	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	540	640	380	380	430	200	2.2	15	5.1
1,2-Dichloroethane	ug/L	5	31	ND	ND	5.2	5.2	5.4	ND	ND	ND	ND
1,1-Dichloroethene	ug/L	7	5,100	13	ND	12	12	8	4.4	ND	ND	ND
cis-1,2-Dichloroethene	ug/L	70	1,000	2,000	2,300	990	990	1,100	590	6.8	57	14
Trichloroethene	ug/L	5	31	450	510	210	210	260	130	1.1	13	2.9
Vinyl Chloride	ug/L	2	4	30	46	44	44	32	17	5.9	7.4	7.8

Notes: RDCL - Residential Default Closure Level
IDCL - Industrial/Commercial Default Closure Level
ND - Not Detected
ug/L - micrograms per liter = parts per billion (ppb)

Summary of Groundwater Analytical Results

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-112	MW-173	MW-173	MW-173	MW-173	MW-173	MW-173	MW-173	MW-173
Date Sampled				10/24/2005	12/13/2001	5/4/2002	5/4/2002	7/14/2004	8/10/2004	12/29/2004	4/21/2005	10/24/2005
Chloroethane	ug/L	62	990	ND	18	18	25	22	20	19	51	540
1,1-Dichloroethane	ug/L	990	10,000	93	19	0.68	ND	570	730	560	690	1,400
1,2-Dichloroethane	ug/L	5	31	ND	3.4	ND	ND	270	360	280	220	270
1,1-Dichloroethene	ug/L	7	5,100	2.3	ND	ND	ND	ND	ND	ND	ND	ND
cis-1,2-Dichloroethene	ug/L	70	1,000	320	160	8.80	ND	480	530	650	740	1,600
Trichloroethene	ug/L	5	31	53	ND	0.58	ND	ND	ND	ND	ND	ND
Vinyl Chloride	ug/L	2	4	14	110	130	190	250	270	290	310	470

Notes: RDCL - Residential Default Closure Level
IDCL - Industrial/Commercial Default Closure Level
ND - Not Detected
ug/L - micrograms per liter = parts per billion (ppb)

Summary of Groundwater Analytical Results

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-313 7/14/2004	MW-313 8/10/2004	MW-313 12/29/2004	MW-313 4/21/2005	MW-313 10/24/2005
Date Sampled								
Chloroethane	ug/L	62	990	47	49	8.8	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	ND	ND	4.5	ND	ND
1,2-Dichloroethane	ug/L	5	31	24	ND	9.4	8.7	12
1,1,1-Dichloroethene	ug/L	7	5,100	ND	ND	4.0	ND	ND
cis-1,2-Dichloroethene	ug/L	70	1,000	2,600	2,600	1,800	1,000	1,900
Trichloroethene	ug/L	5	7.2 / 31	ND	ND	ND	ND	ND
Vinyl Chloride	ug/L	2	4	120	110	45	52	66

Notes: RDCL - Residential Default Closure Level

IDCL - Industrial/Commercial Default Closure Level

ND - Not Detected

ug/L - micrograms per liter = parts per billion (ppb)

Summary of Indoor Air Analytical Results

Constituents	B8-1A-1 (ppbv)	Residential* (ppbv)			Commercial* (ppbv)		
		Sub-Chronic 1 Year	Chronic 5 Year	Sub-Chronic 1 Year	Chronic 5 Year	Chronic 10 Year	
Benzene	1.8	4.2	4.2	14	14	1.7	
Tetrachloroethene	5.1	7.7	1.5	25	5	2.5	

Note: ppbv – parts per billion by volume

* - IDEM Draft Vapor Intrusion Pilot Program Guidance – April 26, 2006

Summary of Sub-Slab Analytical Results

Constituent	B8-SS-1 (ppbv)	Commercial* (ppbv)						Residential* (ppbv)		
		Prompt Action Level					Potential Chronic	Prompt Action Level		
		1 Year	5 Year	10 Year	20 Year			1 Year	5 Year	10 Year
Tetrachloroethene	9.7	250	50	25	13	10	10	77	15	9.3
Trichloroethene	14	370	74	37	18	15	15	37	7.6	4.7

Note: ppbv – parts per billion by volume

* - IDEM Draft Vapor Intrusion Pilot Program Guidance – April 26, 2006

TABLE 1

Sampling Results for Contaminants of Concern

Parcel D

Soil Analytical Results Above RDCL or IDCL

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-22
Date Sampled				4/13/1993
Sample Depth (ft bgs)				21
cis-1,2-Dichloroethene	ug/kg	400	5,800	1,000

Notes:

ft bgs - feet below ground surface

ug/kg - micrograms per kilogram = parts per billion (ppb)

RDCL - Residential Default Closure Level

IDCL - Industrial/Commercial Default Closure Level

Parcel D

Groundwater Analytical Results Above RDCL or IDCL

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	D1-W-1	D1-W-2	D1-W-3	MW-22	PW-1	PW-1	PW-1	PW-1	PW-1
Date Sampled				11/27/2007	11/28/2007	11/28/2007	4/13/1993	8/16/1989	6/28/1992	1/9/2001	1/9/2001	12/29/2
Chloroethane	ug/L	62	990	ND	ND	ND	ND	6.0	ND	ND	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	44	150	37	3.5	49	ND	5.7	5.6	3.9
1,2-Dichloroethane	ug/L	5	31	ND	ND	ND	1.0	ND	ND	ND	ND	ND
1,1-Dichloroethene	ug/L	7	5,100	14	10	2.8	0.9	ND	118	ND	ND	ND
cis-1,2-Dichloroethene	ug/L	70	1,000	92	430	85	19.6	NA	ND	16	16	14
Trichloroethene	ug/L	5	7.2 / 31	110	720	230	ND	1,710	900	67	66	50
Vinyl Chloride	ug/L	2	4	2.7	20	12	4.1	15	ND	ND	ND	ND

Notes:

RDCL - Residential Default Closure Level

IDCL - Industrial/Commercial Default Closure Level

ND - Not Detected

ug/L - micrograms per liter = parts per billion (ppb)

Parcel D

Groundwater Analytical Results Above RDCL or IDCL

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	PW-1	PW-1	TP-3	TP-3	TP-3	TP-3	TP-3	TP-3	TP-4	TP-5
Date Sampled				4/21/2005	10/24/2005	7/27/1989	8/9/1989	8/16/1989	5/4/2002	5/4/2002	5/4/2002	8/9/1989	8/9/1989
Chloroethane	ug/L	62	990	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	15	1.4	32	26	23	4.3	1.2	60	ND	ND
1,2-Dichloroethane	ug/L	5	31	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene	ug/L	7	5,100	1.1	ND	ND	ND	ND	ND	ND	ND	ND	61
cis-1,2-Dichloroethene	ug/L	70	1,000	54	3.0	NA	NA	NA	9.8	13	NA	NA	NA
Trichloroethene	ug/L	5	31	180	12	61	45	42	40	7.1	1,130	1,400	1,400
Vinyl Chloride	ug/L	2	4	1.3	ND	ND	ND	ND	0.78	ND	6.0	ND	ND

Notes: RDCL - Residential Default Closure Level
IDCL - Industrial/Commercial Default Closure Level
ND - Not Detected
ug/L - micrograms per liter = parts per billion (ppb)

Parcel D

Groundwater Analytical Results Above RDCL or IDCL

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-22	MW-22	MW-22	MW-22	MW-22	MW-22	MW-22	MW-22	MW-22
Date Sampled				5/27/1993	8/5/1993	9/29/1993	1/9/2001	5/5/2002	5/5/2002	7/14/2004	8/10/2004	12/29/2004
Chloroethane	ug/L	62	990	4.3	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	1,200	850	630	770	550	460	660	730	700
1,2-Dichloroethane	ug/L	5	31	26	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene cis-1,2-	ug/L	7	5,100	46.4	ND	ND	21	12	9.2	19	16	16
Dichloroethene	ug/L	70	1,000	2,300	1,700	1,500	2,300	1,700	1,400	2,600	2,400	2,400
Trichloroethene	ug/L	5	31	1,900	1,100	1,100	950	480	400	610	670	520
Vinyl Chloride	ug/L	2	4	87.4	ND	ND	74	25	22	45	47	42

Notes: RDCL - Residential Default Closure Level
IDCL - Industrial/Commercial Default Closure Level

ND - Not Detected
ug/L - micrograms per liter = parts per billion (ppb)

Parcel D

Groundwater Analytical Results Above RDCL or IDCL

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-22	MW-22	MW-112	MW-112	MW-112	MW-112	MW-112	MW-112	MW-112
Date Sampled				4/21/2005	10/24/2005	12/13/2001	12/13/2001	12/13/2001	5/4/2002	7/14/2004	8/10/2004	12/29/2004
Chloroethane	ug/L	62	990	ND	ND	1.7	1.3	ND	ND	ND	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	540	640	380	430	200	2.2	15	5.1	24
1,2-Dichloroethane	ug/L	5	31	ND	ND	5.2	5.4	ND	ND	ND	ND	ND
1,1-Dichloroethene	ug/L	7	5,100	13	ND	12	8	4.4	ND	ND	ND	0.62
cis-1,2-Dichloroethene	ug/L	70	1,000	2,000	2,300	990	1,100	590	6.8	57	14	77
Trichloroethene	ug/L	5	31	450	510	210	260	130	1.1	13	2.9	17
Vinyl Chloride	ug/L	2	4	30	46	44	32	17	5.9	7.4	7.8	7.3

Notes: RDCL - Residential Default Closure Level
IDCL - Industrial/Commercial Default Closure Level
ND - Not Detected
ug/L - micrograms per liter = parts per billion (ppb)

Parcel D

Groundwater Analytical Results Above RDCL or IDCL

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-112	MW-173	MW-173	MW-173	MW-173	MW-173	MW-173	MW-173	MW-173
Date Sampled				10/24/2005	12/13/2001	5/4/2002	5/4/2002	7/14/2004	8/10/2004	12/29/2004	4/21/2005	10/24/2005
Chloroethane	ug/L	62	990	ND	18	18	25	22	20	19	51	540
1,1-Dichloroethane	ug/L	990	10,000	93	19	0.68	ND	570	730	560	690	1,400
1,2-Dichloroethane	ug/L	5	31	ND	3.4	ND	ND	270	360	280	220	270
1,1-Dichloroethene	ug/L	7	5,100	2.3	ND	ND	ND	ND	ND	ND	ND	ND
cis-1,2-Dichloroethene	ug/L	70	1,000	320	160	8.80	ND	480	530	650	740	1,600
Trichloroethene	ug/L	5	31	53	ND	0.58	ND	ND	ND	ND	ND	ND
Vinyl Chloride	ug/L	2	4	14	110	130	190	250	270	290	310	470

Notes: RDCL - Residential Default Closure Level

IDCL - Industrial/Commercial Default Closure Level

ND - Not Detected

ug/L - micrograms per liter = parts per billion (ppb)

Parcel D

Groundwater Analytical Results Above RDCL or IDCL

Constituent	Units	IDEM RISC RDCL	IDEM RISC IDCL	MW-313 7/14/2004	MW-313 8/10/2004	MW-313 12/29/2004	MW-313 4/21/2005	MW-313 10/24/2005
Date Sampled								
Chloroethane	ug/L	62	990	47	49	8.8	ND	ND
1,1-Dichloroethane	ug/L	990	10,000	ND	ND	4.5	ND	ND
1,2-Dichloroethane	ug/L	5	31	24	ND	9.4	8.7	12
1,1-Dichloroethene	ug/L	7	5,100	ND	ND	4.0	ND	ND
cis-1,2-Dichloroethene	ug/L	70	1,000	2,600	2,600	1,800	1,000	1,900
Trichloroethene	ug/L	5	7.2 / 31	ND	ND	ND	ND	ND
Vinyl Chloride	ug/L	2	4	120	110	45	52	66

Notes: RDCL - Residential Default Closure Level

IDCL -- Industrial/Commercial Default Closure Level

ND -- Not Detected

ug/L -- micrograms per liter = parts per billion (ppb)

Parcel D

Indoor Air Analytical Results Above Draft Vapor Intrusion Sub-Chronic or Chronic Levels

Constituents	B8-IA-1 (ppbv)	Residential* (ppbv)			Commercial* (ppbv)		
		Sub-Chronic 1 Year	Chronic 5 Year	Sub-Chronic 1 Year	Chronic		
					5 Year	10 Year	
Benzene	1.8	4.2	4.2	14	14	1.7	
Tetrachloroethene	5.1	7.7	1.5	25	5	2.5	

Note: ppbv - parts per billion by volume

* - IDEM Draft Vapor Intrusion Pilot Program Guidance - April 26, 2006

Parcel D

Sub-Slab Air Analytical Results Above Draft Vapor Intrusion Sub-Chronic or Chronic Levels

Constituent	B8-SS-1 (ppbv)	Commercial* (ppbv)						Residential* (ppbv)		
		Prompt Action Level					Potential Chronic	Prompt Action Level		
		1 Year	5 Year	10 Year	20 Year	1 Year		5 Year	10 Year	
Tetrachloroethene	9.7	250	50	25	13		10	77	15	9.3
Trichloroethene	14	370	74	37	18		15	37	7.6	4.7

Note: ppbv - parts per billion by volume

* - IDEM Draft Vapor Intrusion Pilot Program Guidance - April 26, 2006