

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this ____ day of _____, 2024 by MARPORT, LLC a Delaware limited liability company, 1433 83rd Avenue, Suite 200, Merrillville, Indiana 46410 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 4323 Kennedy Ave., East Chicago, IN 46312 and more particularly described in the attached Exhibit “A” (“Real Estate”), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on April 19, 2023 and recorded on April 26, 2023, as Deed Record 2023-512185, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 7.88 acres and has also been identified by the county as parcel identification number 45-03-28-201-003.000-024. The Real Estate to which the restrictions in this Covenant apply is depicted on a plat of description attached hereto as Exhibit B.

WHEREAS: Osharai Indiana LLC entered into a Voluntary Remediation Agreement with the Indiana Department of Environmental Management (“IDEM”) on January 12, 2022 in accordance with IC 13-25-5 and/or other applicable Indiana law to obtain a Certificate of Completion and Covenant Not to Sue with respect to the property commonly referred to as “Marport” located at 4323 Kennedy Avenue, East Chicago Indiana 46312. That Voluntary Remediation Agreement was assigned to MARPORT, LLC under an Assignment and Assumption Agreement dated April 20, 2023 in connection with the purchase of the Real Estate by MARPORT, LLC. A Remediation Work Plan was implemented under IDEM VRP #6211101 to address hazardous substances detected in the groundwater of the Real Estate.

WHEREAS: The nature and extent of the historical volatile organic compounds (VOCs) and polycyclic aromatic hydrocarbons (PAHs) in soil and groundwater were delineated at the site as part of the Remediation Work Plan, and no VOC or PAH constituents were detected above PLs (Published Limits) as presented in IDEM Screening Levels table in groundwater samples, except for one VOC constituent (tetrachloroethene (PCE)) which was detected in MW-1 in two of four quarters. The PCE concentrations were slightly above the Maximum Contaminant Level (MCL) Screening Level (SL) for PCE of 5 ug/L but were below the SL for tap water of 11 ug/L

WHEREAS: Certain contaminants of concern (“COCs”) remain in the groundwater of the Real Estate following completion of the Remediation Work Plan. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the Owner implements and complies with the land use restrictions as required herein. These COCs are tetrachloroethene (PCE) which was detected in MW-1 in two of four quarters. The PCE concentrations were slightly above the Maximum Contaminant Level (MCL) Screening Level (SL) for PCE of 5 ug/L but were below the SL for tap water of 11 ug/L.

WHEREAS: Environmental investigation reports and other related documents are hereby

incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's website (currently www.in.gov/idem/). The restricted Real Estate is also depicted on IDEM's GIS web-viewer (currently <https://on.in.gov/ideminteractivemap>).

NOW THEREFORE, Owner subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities or temporary construction de-watering activities.

II. GENERAL PROVISIONS

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 and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") 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 or right to occupancy in all or any part of the Real Estate by any person shall affect 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 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 all other 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 monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
5. Written Notice of the Presence of Contamination. 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 (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 2024,

RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON _____, 2024, INSTRUMENT NUMBER (or other identifying reference) _____ 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 of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or 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 without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant approved by IDEM, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department. In accordance with 329 IAC 1-2-7 and IC 13-14-2-9(d), the applicant shall reimburse the department for the administrative and personnel expense incurred by the department in evaluating a proposed modification or termination of a restrictive covenant under this rule.

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 of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. The parties intend that this Covenant shall not be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. If necessary to enforce this Covenant, the parties agree to amend this Covenant to conform to any such change. 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:

MARPORT, LLC
1433 83rd Avenue, Suite 200
Merrillville, Indiana 46410
Attn: US General Counsel

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Institutional Controls Group

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

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 or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF MARPORT, LLC the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 2024.

MARPORT, LLC

By: _____
Interim CEO

Oriol Mateu
Printed Name of Signatory

STATE OF ILLINOIS)
) SS:
COOK COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Oriol Mateu, the Interim Chief Executive Officer 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 _____ day of _____, 2024.

Notary Public

Residing in _____ County, _____

My Commission Expires:

This instrument prepared by:

Brian Curtis, Senior Counsel, Tradebe Environmental Services LLC, 150 N. Wacker Drive, Chicago, IL 60606

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:

Brian Curtis, Senior Counsel, Tradebe Environmental Services LLC, 150 N. Wacker Drive, Chicago, IL 60606

EXHIBIT A

Property Address

4323 Kennedy Ave.
East Chicago, IL 46312

Parcel No:

45-03-28-201-003.000-024

LEGAL DESCRIPTION OF REAL ESTATE

TRACT 1:

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET EAST AND 900.80 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH, ALONG THE EAST LINE OF KENNEDY AVENUE, A DISTANCE OF 835.70 FEET; THENCE EAST, AT RIGHT ANGLES TO THE LAST-DESCRIBED LINE, A DISTANCE OF 357.75 FEET; THENCE SOUTH, AT RIGHT ANGLES TO THE LAST-DESCRIBED LINE, 10.50 FEET TO THE TERMINUS OF THE WEST LINE OF AN EASEMENT DESCRIBED AS PARCEL 2 CONVEYED TO THUNDERBIRD REAL ESTATE INVESTMENTS II, LLC IN DOCUMENT NUMBER 261336 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE EAST, AT RIGHT ANGLES TO THE LAST-DESCRIBED LINE, 46.60 FEET TO A POINT ON A LINE 15 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF THE E.J. AND E. RAILROAD; THENCE NORTH 0 DEGREES 05 MINUTES 30 SECONDS WEST, ALONG SAID 15 FOOT PARALLEL LINE, A DISTANCE OF 848.69 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, 403.0 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF EAST CHICAGO, IN LAKE COUNTY, INDIANA.

TRACT 2 (EASEMENT):

RIGHT AND EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, IN, ON AND ALONG THE EXISTING SWITCHTRACK PRESENTLY IN PLACE ON PREMISES ADJOINING PARCEL 1 ABOVE ON THE SOUTH, WHICH EASEMENT FOR RAILROAD SPUR AND SWITCHTRACK IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND 17.0 FEET IN WIDTH LYING 8.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN (CENTERLINE OF 145TH STREET) AND THE CENTERLINE OF THE NEW YORK CENTRAL RAILROAD (DANVILLE BRANCH) MAIN TRACK; THENCE NORTH 0 DEGREES 05 MINUTES 30

SECONDS WEST, ALONG THE CENTERLINE OF SAID TRACT, 199.0 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 410.28 FEET, A DISTANCE OF 83.90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID N.Y.C.R.R. (DANVILLE BRANCH), WHICH POINT MARKS THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE CONTINUING NORTHWESTERLY ON THE LAST DESCRIBED CURVE EXTENDED, A DISTANCE OF 34.38 FEET; THENCE NORTH 73 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 74.23 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 338.27 FEET, A DISTANCE OF 97.52 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 30 SECONDS WEST, ALONG A LINE PARALLEL TO AND 52.0 FEET WEST OF THE AFORESAID N.Y.C.R.R. MAIN TRACT, A DISTANCE OF 428.90 FEET TO A POINT OF TERMINATION OF SAID EASEMENT CENTERLINE, ALL IN THE CITY OF EAST CHICAGO, IN LAKE COUNTY, INDIANA, AS SHOWN ON EXHIBIT "A", PLAT OF EASEMENT ATTACHED TO EASEMENT AGREEMENT, DATED JULY 19, 1974 AND RECORDED JULY 26, 1974, AS DOCUMENT NO. 261336, MADE BY AND BETWEEN GARY NATIONAL BANK OF GARY, INDIANA, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 15TH DAY OF FEBRUARY, 1973, KNOWN AS TRUST NO. 5249 AND M.E. CODE.

TRACT 3 (EASEMENT):

NON-EXCLUSIVE RIGHT AND EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, IN, ON AND ALONG PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET EAST OF AND 900.8 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 325.0 FEET; THENCE NORTH, PARALLEL WITH THE EAST LINE OF KENNEDY AVENUE, A DISTANCE OF 16.0 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, A DISTANCE OF 325.0 FEET; THENCE SOUTH ALONG THE EAST LINE OF KENNEDY AVENUE, 16.0 FEET TO THE POINT OF BEGINNING, ALL IN THE EAST CHICAGO, INDIANA, IN LAKE COUNTY, INDIANA, FOR THE PURPOSE OF INGRESS AND EGRESS TO PARCEL 1 ABOVE, AS GRANTED IN EASEMENT AGREEMENT DATED JUNE 9, 1975 AND RECORDED AUGUST 4, 1975, AS DOCUMENT NO. 310755, MADE BY AND BETWEEN 4441 BLDG. CORP., AN INDIANA CORPORATION, AND U.S. REDUCTION CO., A DELAWARE CORPORATION.