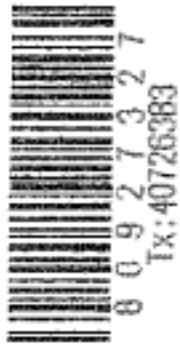


ATTACHMENT

Certified Copy of the Recorded ERC



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 16th day of June, 2015, by F. David Lux, 2500 Glick Street, Lafayette, Indiana, 47905 (the "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Marion, Indiana, which is located at 2360 East Raymond Street, Indianapolis, Indiana 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 March 23, 2004, and recorded on April 23, 2004, as Deed Record 2004-0083100, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 0.47 acres and has also been identified by the county as parcel identification number 49-10-18-131-194.000-101.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the Village Pantry #587 facility. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 2010-03-004, and the relevant facility identification number is 14602.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater (benzene, methyl tertiary-butyl ether, and naphthalene) and soil (benzene, toluene, methyl tertiary-butyl ether, and naphthalene) of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment.

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 Web Site (currently www.in.gov/idem/).

NOW THEREFORE, F. David Lux 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:

- (a) 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.

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 I 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 June 16 2015, RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY ON #201500060242, 2015, 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, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Marion County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination 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 of its obligation to comply with any other applicable laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or remediation policies (including those concerning 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:
Mr. F. David Lux
2500 Glick Street
Lafayette, Indiana 47905

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Leaking Underground Storage Tank Program

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.

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE



Village Pantry #587, 2360 East Raymond Street, Indianapolis, Indiana

Lot 252, 253 and 254 in Fletcher's Highland Park Home Addition to the City of Indianapolis, as recorded in Plat Book 16, Pages 122 and 123, in the Office of the Marion County Recorder.

Excepting Therefrom:

A parcel of land off the Southeast corner of Lot 254 in Fletcher's Highland Park Home Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 16, Pages 122 and 123, in the Office of the Recorder of Marion County, Indiana, and being more particularly described as follows: Beginning at a point on the South line of Lot 254 15.00 feet Easterly from the Southwest corner of said Lot; thence North 44 degrees 24 minutes 02 seconds East 35.26 feet to the East line of said Lot; thence Southerly along the East line 25.00 feet to the Southeast corner of said Lot; thence Westerly along the South line of Owner's Lot 25.00 feet to the point of beginning.

MARTIN A. POLACKS
522297 100236
FEB 11 2004

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That PANTRY PROPERTY, LLC, an Indiana limited liability company, of Hamilton County, Indiana ("Grantor"), CONVEYS to F. DAVID LUX, an individual over the age of (18) eighteen years, of Tippecanoe County, Indiana (the "Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following-described real estate located in Marion County, Indiana:

See "Exhibit A" attached hereto and made a part hereof.

Subject to:

- (i) real estate taxes due and payable in May, 2004, and all real estate taxes due and payable thereafter, and all assessments and sewer charges;
- (ii) all highways and rights-of-way, and all easements, restrictions, covenants, licenses, agreements and other matters of record;
- (iii) all boundary line disputes, encroachments, overlaps, and all other matters that would be disclosed by an accurate survey and inspection of the premises; and
- (iv) all zoning and land use laws, ordinances, rules and regulations.

Grantor, as its sole warranty herein, does hereby specially warrant to Grantee, its successors and assigns, that it will forever defend the title to the above-described premises (subject to all matters to which this conveyance is hereinabove made subject) hereby conveyed and transferred against only the claims of all persons whomsoever claiming or to claim the same or any part thereof, by, through and under the undersigned Grantor, but not otherwise.

Notwithstanding anything in this deed to the contrary, this deed does not convey any possession or ownership of, and Grantor specifically excludes from this conveyance, all of the underground storage tanks, pumps and related equipment located in, under, on or about the above-referenced real estate.

DAVID LUX DE:0000 MARION COUNTY RECORDER GAR 29.00 PAGES: 4
Inst # 2004-0083100

The undersigned persons executing this deed on behalf of Grantor represent and certify that: (i) they are duly authorized representatives of Village Pantry, LLC, the Chief Operating Officer of Grantor and have been fully and properly empowered to execute and deliver this deed; (ii) Grantor has full company capacity to convey the real estate described herein; and (iii) all of the necessary company action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this deed on this 23rd day of March, 2004.

PANTRY PROPERTY, LLC

By: Village Pantry, LLC,
Chief Operating Officer

By: Douglas W. Dougherty
Douglas W. Dougherty, Senior
Vice President, Chief Financial
Officer, and Treasurer

Attest: P. Lawrence Butt
P. Lawrence Butt, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

On this 22nd day of March, 2004, personally appeared before me, Douglas W. Dougherty and P. Lawrence Butt, who, being by me duly sworn, did say they are the Senior Vice President, Chief Financial Officer and Treasurer, and the Secretary, respectively, of Village Pantry, LLC, the Chief Operating Officer of Pantry Property, LLC, an Indiana limited liability company, and as such had been duly authorized to execute, acknowledge and deliver the foregoing instrument in the name of and for and on behalf thereof, and acknowledged that as such they did in the name thereof, execute and acknowledge said instrument for the uses and purposes set forth therein.



My Commission Expires: _____

Mary Morow
Notary Public
Resident of _____ County, Indiana

MARY MOROW
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP. FEB. 5, 2009

This instrument prepared by Joseph R. Heerens, Attorney-at-Law, 9800 Crosspoint Blvd., Indianapolis, Indiana 46256-3350.

Return Dead and Scnd Tax Bills To: F. David Lux, 2500 Glick Street, Lafayette, Indiana 47905.

EXHIBIT A

Lot 252, 253 and 254 in Fletcher's Highland Park Home Addition to the City of Indianapolis, as recorded in Plat Book 16, Pages 122 and 123, in the Office of the Marion County Recorder.

EXCEPTING THEREFROM:

A parcel of land off the Southeast corner of Lot 254 in Fletcher's Highland Park Home Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 16, Pages 122 and 123, in the Office of the Recorder of Marion County, Indiana, and being more particularly described as follows: Beginning at a point on the South line of Lot 254 15.00 feet Easterly from the Southwest corner of said Lot; thence North 44 degrees 24 minutes 02 seconds East 35.26 feet to the East line of said Lot; thence Southerly along the East line 25.00 feet to the Southeast corner of said Lot; thence Westerly along the South line of Owner's Lot 25.00 feet to the point of beginning.