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KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
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By: DW

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 18th day of April, 2016, by Pilot Travel Centers LLC, 5508 Lonas Road, Knoxville, TN 37939.

WHEREAS: Owner is the fee owner of certain real estate in the County of Marion, Indiana, which is located at 4607 South Harding 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 as Deed Record 2003-0035329, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 6.47 acres and has also been identified by the county as parcel identification number **49-11-34-105-001.000-500**.

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 Pilot Travel Center #318. The incident numbers assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the releases are 200307513, 200910506, and 201109500, and the relevant facility identification number is 11925.

WHEREAS, Certain contaminants of concern ("COCs") remain in the groundwater 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. The known COC remaining is naphthalene.

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, Pilot Travel Centers LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

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DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
OFFICE OF LAND QUALITY



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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 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 APRIL 18, 2016, RECORDED IN THE OFFICE OF THE RECORDER OF Marion COUNTY ON April 22, 2016, INSTRUMENT NUMBER (or other identifying

reference) 2003-0035329 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 guidance, 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:

Pilot Travel Centers LLC
5508 Lonas Drive
Knoxville, TN 37939
Attn: Mr. Joey Cupp, Environmental Manager

To Department:

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

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

PT SE1/4 S34 T15 R3 BEG 718.61' S & 157.02' E OF
NW COR E.896.43' S 280.42' TO I-465
WRLY 261.79' W 547.2' NW 107.2' N 260' TO BEG
6.467AC

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This Instrument Prepared by:
James M. Cornelius, Jr.
617 Main Street
Post Office Box 869
Knoxville, TN 37901-0869
(865) 292-2307

MARTHA A. WORMACKS
NOTARY PUBLIC FOR
489363 FEB 18 2003
STATE OF INDIANA
SUBJECT TO THE REGISTRATION
FOR TRANSFER

WARRANTY DEED

THIS INDENTURE, made this 29th day of August, 2001 between ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership with its principal place of business at 2808 Fairmount, Suite 250, Dallas, Texas 75201 ("Grantor"), and PILOT TRAVEL CENTERS LLC, a Delaware limited liability company with a mailing address of 5508 Lonas Road Knoxville, TN 37909 ("Grantee").

WITNESSETH: that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the said Grantee, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the following described premises situate in the County of Marion, State of Indiana, to-wit:

See Exhibit A attached hereto and incorporated by reference. Said property being the same property conveyed to Grantor by Pilot Travel Ventures by Warranty Deed dated November 18, 1996, recorded on November 27, 1996, as Instrument No. 1996-0166247, Official Records of Marion County, Indiana.

TO HAVE AND TO HOLD THE said premises to the Grantee, its successors and assigns forever. And Grantor, for itself and for its successors and assigns does hereby covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of the premises described above; that it has full power, authority and right to convey the premises; that said premises are free from all encumbrances except (i) liens for current real estate taxes, assessments, governmental charges or levies not yet due and payable, (ii) all easements, rights-of-way, restrictions, agreements, leases and other encumbrances of record, and (iii) all zoning and building laws, ordinances or regulations applicable to the premises; and that it will forever warrant and defend the premises and the title thereto against the claims of all persons whomsoever. Notwithstanding the warranties of

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02/18/03 02:56PM MARtha.MARTIN MARION CTY RECORDER RLB 18.00 PAGES: 3
Inst # 2003-0035329

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When recorded please return to:
Melissa A. Rollins
LandAmerica NCS
4111 Executive Pkwy., Suite 304
Westerville, Ohio 43081

B

Grantor set forth herein, Grantor's liability for any defect in its title to the real property herein conveyed to Grantee or for any breach of Grantor's warranties set forth herein shall be limited to the amount of money, if any, available to Grantor under its title insurance policy, and Grantor shall not be liable to Grantee, its successors or assigns, for any damages in excess of Grantor's title insurance coverage on the property

The designation of the parties to this instrument in either the plural or singular shall be applied to, and mean, either number and whenever a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF, the said Grantor hereunder has caused this instrument to be executed on the day and year first above written.

ATLANTIC FINANCIAL GROUP, LTD.

By: Atlantic Financial Managers,
Inc., General Partner

By: 
Printed: Stephen S. Brookshire
Its: President

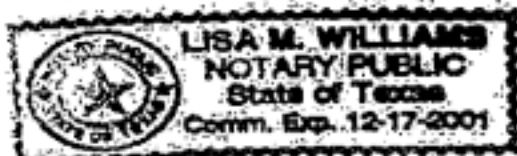
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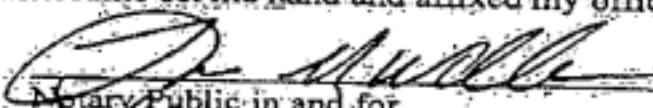
STATE OF TEXAS

COUNTY OF Dallas

On this 21 day of August, 2001, before me, Lisa M. Williams
a Notary Public in and for said county and state, personally appeared STEPHEN S. BROOKSHIRE
known to me (or proved on the basis of satisfactory evidence), and who, upon oath,
acknowledged that he is the President of Atlantic Financial Managers, Inc., the General Partner
of ATLANTIC FINANCIAL GROUP, LTD., a Delaware limited partnership, and that he
executed the foregoing instrument for the purposes therein contained by signing the name of the
partnership as President of its General Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public in and for
Dallas County, Texas
My commission expires: _____

PERSON OR AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:

Pilot Delaware LLC
c/o Property Tax Department
539 South Main Street, Findlay, Ohio 45840

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EXHIBIT A

(1 page)

Part of the Southeast Quarter of Section 34, Township 15 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the said Quarter Section; thence South 01°02'00" West along the West line of the said Quarter Section 718.61 feet; thence South 88°58'00" East 157.02 feet to the Place of Beginning which is located on the East line of limited access right-of-way granted to the State of Indiana by Grant recorded August 9, 1962, in Deed Record 1942, as Instrument No. 72240, in the Office of the Recorder of Marion County; continue thence South 88°58'00" East 896.43 feet; thence South 01°02'00" West 280.42 feet to the North line of the said limited access right-of-way; thence South 77°17'33" West along said right-of-way 69.60 feet; thence South 84°05'52" West along said right-of-way 192.18 feet; thence North 88°37'37" West along the said North line 547.16 feet; thence North 56°54'52" West along the said limited access right-of-way line 107.25 feet; thence North 01°02'00" East along the said East right-of-way line 260.00 feet to the Place of Beginning.

ALSO, a non-exclusive easement for the purpose of ingress and egress over the following lands:

Commencing at the Northwest corner of said Quarter Section; running thence South 01°02'00" West along the West line of said Quarter Section 718.61 feet; thence South 88°58'00" East 157.02 feet to a point on the limited access right-of-way granted to the State of Indiana, by Grant recorded August 9, 1962, in Deed Record 1942, as Instrument No. 72240, in the Office of the Recorder of Marion County, Indiana, which point is 100 feet right of Station 421 plus 60; Line A of Interstate #465-4, according to said grant and plans filed in the Office of the Indiana State Highway Commission, which point is the Beginning Point of this non-exclusive easement; continuing from said point South 88°58'00" East 896.43 feet to a point; thence North 01°02'00" East 48 feet to a point; thence North 88°58'00" West 896.43 feet to a point; thence South 01°02'00" West 48 feet to the Place of Beginning.

ALSO, a non-exclusive easement for Sanitary Sewer over a strip of land 12 feet in width by parallel lines off of the entire West side of the following described tract:

Part of the Southeast Quarter of Section 34, Township 15 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence South 01°02'00" West along the West line of said Quarter Section 393.61 feet; thence South 88°58'00" East 157.02 feet to the Place of Beginning which is located on the East line of limited access right-of-way conveyed to the State of Indiana by Grant recorded August 9, 1962, in Deed Record 1942, as Instrument No. 72240, in the Office of the Recorder of Marion County, Indiana; continue thence South 88°58'00" East 75 feet; thence South 01°02'00" West 325.00 feet; thence North 88°58'00" West 75.00 feet to the said East line of limited access right-of-way; thence North 01°02'00" East along said East line 325.00 feet to the Place of Beginning.