

APPENDIX A

RECORDED ERC FOR GEORGE KOCH SONS, LLC

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 8th day of November, 2016, by George Koch Sons, LLC located at 10 S. Eleventh Avenue, Evansville, Indiana 47712 ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Vanderburgh, Indiana, which is located at 2000 Lloyd Expressway, (a/k/a 2014 - 2022 N. Pennsylvania Street), Evansville, Indiana 47712 and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on December 31, 1998 and recorded on January 13, 1999, as Deed Drawer 12, Card 3730, in the Office of the Recorder of Vanderburgh County, Indiana. A copy of such deed is attached as Exhibit "B", which is hereby incorporated and made a part hereof. The Real Estate has also been identified by Vanderburgh County as parcel identification number 82-05-25-030-055.006-029. Unless otherwise stated herein, the portion of the Real Estate to which the restrictions in this Covenant apply, is identified via GPS coordinates listed, and depicted on a map and as described attached hereto as Exhibit "C", which is hereby incorporated and made a part hereof (hereinafter collectively, "Affected Area").

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and the Indiana Department of Environmental Management Independent Closure Process and other applicable Indiana law as a result of a release of petroleum hydrocarbons relating to the former operation of underground storage tanks at the site. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") Leaking Underground Storage Tank Branch ("LUST") for the release is 199807506 and Facility Identification Number is 16999.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater and soil of the Affected Area 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. These COCs are petroleum compounds as more particularly described in the environmental documents made of record for this matter under release number 199807506.

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, Owner hereby subjects the Real Estate, unless otherwise stated herein, 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 of the Affected Area for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater from the Real Estate for human or animal consumption, gardening, or agriculture. Notwithstanding, the groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Contaminated soils and groundwater at the Affected Area that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils and groundwater must also be done in accordance with all applicable federal and state laws.

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 unless the conditions have been rectified. 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, with advance written notice to the Owner, 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 the following instruments 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 NOVEMBER 8th 2016, RECORDED IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY ON November 9th, 2016, AS INSTRUMENT NUMBER 2016200028735, 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.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the COCs 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 Vanderburgh 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 applicable 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, 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 George Koch:
George Koch Sons, LLC
10 S. Eleventh Ave
Evansville, IN 47712
Attn: Susan E. Parsons

Copy to:
Kahn, Dees, Donovan & Kahn, LLP
501 Main Street
Suite 305
P.O. Box 3646
Evansville, IN 47708
Attn: Monica E. Edwards, Esq.

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.

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

IN WITNESS WHEREOF, George Koch Sons, LLC the Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 8th day of November, 2016.

GEORGE KOCH SONS, LLC

By: Elizabeth A Wallace
Printed Name: Elizabeth A Wallace
Title: CFO

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elizabeth A. Wallace, the CFO of George Koch Sons, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 8th day of November, 2016.

Monica E. Edwards
Monica E. Edwards, Notary Public

Residing in Vanderburgh County, IN

My Commission Expires:

This instrument was prepared by: Monica E. Edwards

Name and Address: Kahn, Dees, Donovan & Kahn, LLP, Monica E. Edwards, 501 Main Street, Suite 305, P.O. Box 3646, Evansville, IN 47735

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:

Name: Monica E. Edwards

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

All Lots in Block One Hundred Twenty-four (124) in the Subdivision of Blocks in the City of Lamasco, now a part of the City of Evansville, as per plat thereof, recorded in Plat Record H, Page 429 and transcribed of record in Plat Book A, Page 159 and re-transcribed of record in Plat Book E, Pages 162 and 163, all in the Office of the Recorder of Vanderburgh County, Indiana.

ALSO, all of Grantor's right, title and interest in and to a Twelve (12) foot alley running through the center of said Block One Hundred Twenty-four (124) in an Easterly and Westerly direction.

ALSO, the East One-half of vacated Tenth Avenue adjoining Block One Hundred Twenty-four (124) on the West end of Block One Hundred Twenty-four (124).

EXHIBIT B
GEORGE KOCH DEED

(2)
VANDERBURGH COUNTY
BETTY J. HERMANN, RECORDER

1999R00001315

01-13-1999 2:39 PM

RECORDING FEE: 12.00
PAGES: 2

DEED DRAWER 12 CARD 3730

CORPORATE QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That GEORGE KOCH SONS, INC., an Indiana corporation organized and existing under the laws of the State of Indiana with its principal office and place of business located in Evansville, Indiana ("Grantor"), RELEASES AND QUITCLAIMS to GEORGE KOCH SONS, LLC, an Indiana limited liability company with its principal office and place of business located in Vanderburgh County, Indiana ("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 Vanderburgh County, Indiana, to-wit:

All Lots in Block One Hundred Twenty-four (124) in the Subdivision of Blocks in the City of Lamasco, now a part of the City of Evansville, as per plat thereof, recorded in Plat Record H, Page 429 and transcribed of record in Plat Book A, Page 159 and re-transcribed of record in Plat Book E, Pages 162 and 163, all in the Office of the Recorder of Vanderburgh County, Indiana.

ALSO, all of Grantor's right, title and interest in and to a Twelve (12) foot alley running through the center of said Block One Hundred Twenty-four (124) in an Easterly and Westerly direction.

ALSO, the East One-half of vacated Tenth Avenue adjoining Block One Hundred Twenty-four (124) on the West end of Block One Hundred Twenty-four (124).

Subject to all easements, restrictions, rights-of-way and public roadways of record.

Subject to real estate taxes for the year 1998, due and payable in May, 1999, and all subsequent taxes and all assessments, all of which the Grantee herein assumes and agrees to pay.

Grantor certifies under oath that no Indiana Gross Income Tax is due as a result of this conveyance.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a 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 deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this deed by its duly authorized officer this 31st day of December, 1998.

GEORGE KOCH SONS, INC.

By Robert L. Koch, II
Robert L. Koch, II, President

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert L. Koch, II, the President of GEORGE KOCH SONS, INC., who

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER.

JAN 13 1999 301

Suzanne M. Crouch
AUDITOR

acknowledged the execution of the foregoing Corporate Quitclaim Deed for and on behalf of Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 31st day of December, 1998.

My County of Residence
is Madison County,
State of Indiana, and
my Commission Expires:
March 29, 2003

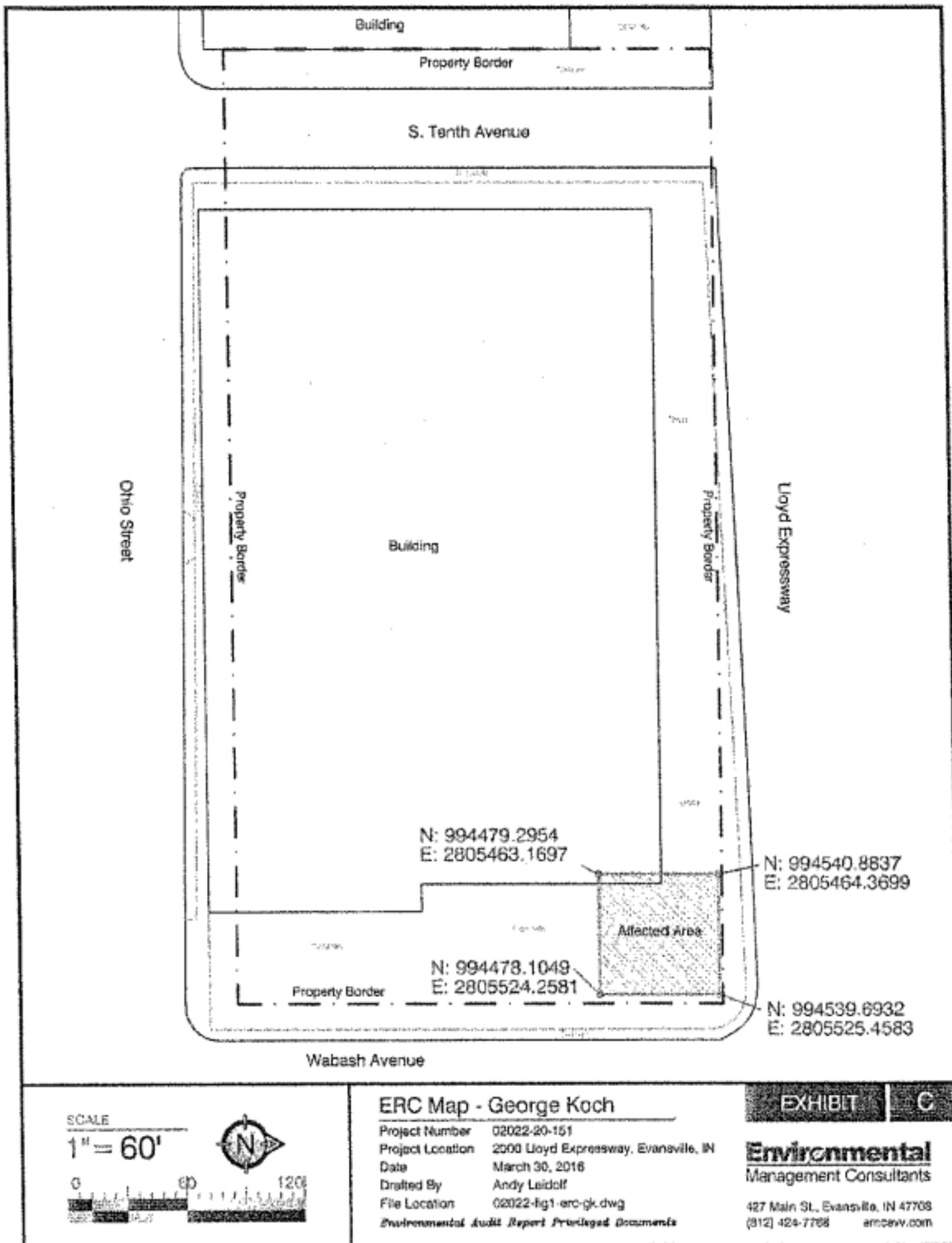
Linda M. Wilson
Notary Public

Linda M. Wilson
Printed

This instrument was prepared by Jeffrey A. Bosse, Attorney-at-Law, Jeff Bosse & Associates, 915 Main Street, Suite 600, Evansville, Indiana 47708

Send tax statements to and Grantee's address is: 10 S Eleventh Ave
Evansville IN 47744

EXHIBIT C



Project: George Koch Sons, Inc.

Project Address: 2014-2022 West Pennsylvania Street, Evansville, IN 47712

Traditional Field Survey Date: November 20, 2015

GPS Field Survey Date: July 6, 2016

Surveyor: Gary L. Witty, L.S.

Surveyor License No.: LS20100066

Legal Description:

A Part of the Northwest Quarter of Section 25, Township 6 South, Range 11 West, Second Principle Meridian, Pigeon Township, Vanderburgh County, Indiana, and more particular described to wit:

Commencing at a found railroad spike at the Northwest Corner of said Northwest Quarter Section (Indiana State Plane Coordinates: North 994,825.1250 and East 2,803,654.6610); thence, South 81 degrees 04 minutes 26 seconds East, a distance of 1831.90 feet to the Point of Beginning (Indiana State Plane Coordinates: North 994,540.8839 and East 2,805,464.3699); thence, South 88 degrees 53 minutes 01 seconds East, a distance of 61.10 feet (Indiana State Plane Coordinates: North 994,539.6932 and East 2,805,525.4583); thence, South 01 degrees 06 minutes 59 seconds West, a distance of 61.60 feet (Indiana State Plane Coordinates: North 994,478.1049 and East 2,805,524.2581); thence, North 88 degrees 53 minutes 01 seconds West, a distance of 61.10 feet (Indiana State Plane Coordinates: North 994,479.2954 and East 2,805,463.1697); thence, North 01 degrees 06 minutes 59 seconds East, a distance of 61.60 feet to the Place of Beginning, containing 3,763.760 square feet, 0.086 acres, more or less.

Survey Procedure Description:

This survey was performed using traditional surveying methods and instruments to establish a temporary site coordinate system and to collect the bounds of the area requested. During a second visit, a Global Positioning System was utilized to tie the previously established temporary coordinate system to the Indiana State Plane Coordinate System by establishing a Site Calibration utilizing Control Points obtained from the Vanderburgh County Surveyor's web page. Once, this was accomplished, the original survey data was rotated and translated to the Indiana State Plane Coordinates.

Traditional Surveying Equipment Used: Leica TS12 Robotic Total Station with Carlson Data Collection Software.

GPS Surveying Equipment Used: Trimble 5800 Rover and Base Station with a Trimble TSC3 Controller.

Vanderburgh County Surveyor Control Points Used: 1814/2104/2176.

Koch Air, LLC											
2014-2022 West Pennsylvania Street, Evansville, IN 47712											
Feature Name	Feature Type	Mass	Easting	Northing	Standard Deviation	Correction Method	Date of	Time of Collection	Data File Name	Total Positions Used	Filtered Positions
VCS 1314	Control		2811170.272		995843.113	0.028 RTK	7/6/2016	9:28:13 AM	905 N 13T	180	
VCS 2104	Control		2810995.984		994688.205	0.015 RTK	7/6/2016	9:43:16 AM	905 N 13T	42	
VCS 2176	Control		2803654.661		994825.125	0.018 RTK	7/6/2016	9:53:18 AM	905 N 13T	108	
Point 150	Boundary NW Cor		2805464.3689		994540.3837		7/6/2016		GEORGE KOCH		
Point 151	Boundary NE Cor		2805525.4583		994590.6932		7/6/2016		GEORGE KOCH		
Point 152	Boundary SE Cor		2805524.2581		994478.1049		7/6/2016		GEORGE KOCH		
Point 153	Boundary SW Cor		2805463.1697		994479.2954				GEORGE KOCH		
Collector:	Gary Witty										
Projection:	Scale Factor Only										
Datum:	NAD 83 (Conus)										
Unit:	US Survey Feet										
GPS Receiver Brand/Model:	Trimble/S800										
Receiver Type:	Survey Grade										

KDDK328319.4