



**SELLERS NOTIFICATION FOR
UNDERGROUND and ABOVEGROUND
STORAGE TANKS** State Form 56967 (R2 / 4-24)

Indiana Department of Environmental Management
Petroleum Branch

The information requested is required by 329 IAC 9. This form should only be used for tanks previously registered with the IDEM Petroleum Branch. The Seller must include the deed or updated property card as proof ownership has transferred.

RETURN COMPLETED FORMS TO:
INDIANA DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT
USTRegistration@idem.in.gov

Facility ID Number: **17535**

A FACILITY NAME / LOCATION

FACILITY NAME Whitestown Marathon		FACILITY ADDRESS (number and street) 6378 Crane Drive		
ADDRESS (line 2)	CITY Whitestown	STATE IN	ZIP CODE 46077	COUNTY Boone

B FORMER OWNER (SELLER)

Option 1: TANK OWNER NAME (Business Name as registered with the Secretary of State)
SJC Inc. Tank Owner Property Owner

Option 2: TANK OWNER NAME (If a Public Agency or other entity)

Option 3: TANK OWNER NAME (If in Individual Capacity)

PREFIX	FIRST NAME	MI	LAST NAME	SUFFIX
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PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box) ADDRESS (line 2)
295 Harrison Court

CITY Danville	STATE IN	ZIP CODE 46122	EFFECTIVE DATE OF OWNERSHIP (MM/DD/YYYY) 09/21/2000
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TELEPHONE NUMBER 317-716-3108	EMAIL ADDRESS rdistler@sjcinc.com
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DATE TANKs WERE SOLD (MM/DD/YYYY) INFORMED BUYER OF TANK REPORTING REQUIREMENTS YES NO
07/06/2022

C NEW OWNER (BUYER)

Option 1: TANK OWNER NAME (Business Name as registered with the Secretary of State)
JUGAAD LLC. Tank Owner Property Owner

Option 2: TANK OWNER NAME (If a Public Agency or other entity)

Option 3: TANK OWNER NAME (If in Individual Capacity)

PREFIX	FIRST NAME	MI	LAST NAME	SUFFIX
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PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box) ADDRESS (line 2)
13150 Ditch Road

CITY Carmel	STATE IN	ZIP CODE 46032	EFFECTIVE DATE OF OWNERSHIP (MM/DD/YYYY) 07/06/2022
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TELEPHONE NUMBER 812-391-3062	EMAIL ADDRESS jugad1337@att.net
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FORMER OWNER SIGNATURE

Only the tank seller is required to fill out and sign the Tank Owner Certification section on the attached page.

FACILITY ID # 17535	TRANSACTION ID - FOR STATE USE ONLY
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TANK OWNER CERTIFICATION

I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10 and IC 13-23-14-2, that the statements and representations in this document are true, accurate, and complete. I further certify compliance with the following requirements in accordance with 329 IAC 9-2-2(e):

- (1) Installation of all tanks and piping under 40 CFR 280.20.
- (2) Cathodic protection of steel tanks and piping under 40 CFR 280.20.
- (3) Release detection under 40 CFR 280 Subpart D.
- (4) Financial responsibility under 329 IAC 9-8.

OWNER'S AUTHORIZED REPRESENTATIVE (Print or Type)				
PREFIX	FIRST NAME	MI	LAST NAME	SUFFIX
	Roger		Distler	
TITLE OF AUTHORIZED REPRESENTATIVE		COMPANY NAME (If Individual Leave Blank)		
President		SJC Inc.		
SIGNATURE			DATE (MM/DD/YYYY)	
			06/05/2024	

UST OPERATOR CERTIFICATION

I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10 and IC 13-23-14-2, that the statements and representations in this document are true, accurate, and complete. I further certify compliance with the following requirements in accordance with 329 IAC 9-2-2(e):

- (1) Installation of all tanks and piping under 40 CFR 280.20.
- (2) Cathodic protection of steel tanks and piping under 40 CFR 280.20.
- (3) Release detection under 40 CFR 280 Subpart D.
- (4) Financial responsibility under 329 IAC 9-8.

OPERATOR'S AUTHORIZED REPRESENTATIVE (Print or Type)				
PREFIX	FIRST NAME	MI	LAST NAME	SUFFIX
	Roger		Distler	
TITLE OF AUTHORIZED REPRESENTATIVE		COMPANY NAME (If Individual Leave Blank)		
President		SJC Inc.		
SIGNATURE			DATE (MM/DD/YYYY)	
			06/05/2024	

CONTRACTOR CERTIFICATION

CERTIFIED INDIVIDUAL NAME				
PREFIX	FIRST NAME	MI	LAST NAME	SUFFIX
OATH: I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10 and IC 13-23-14-2, that work performed on the UST system complies with methods specified in 329 IAC 9 and 40 CFR 280, Subpart C.				
SIGNATURE		EMAIL ADDRESS		DATE (MM/DD/YYYY)

FIRST AMENDMENT
TO
LEASEHOLD PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO LEASEHOLD PURCHASE AND SALE AGREEMENT (the "**First Amendment**") is made by and between **SJC, INC.**, an Indiana corporation ("**SJC**"), and **SEE USA L.L.C.**, a Delaware limited liability company and a wholly owned subsidiary of **SJC** ("**See USA**") (**SJC** and **See USA** are collectively, "**Seller**"), and **JUGAAD LLC**, an Indiana limited liability company ("**Buyer**"), effective as of June 28, 2022 (the "**Effective Date**").

Recitals

A. Seller and Buyer entered into that certain "Leasehold Purchase and Sale Agreement" fully executed on May 11, 2022 (the "**Purchase Agreement**") with regards to the real property and improvements in Boone County, Indiana commonly known as commonly known as 6378 Crane Drive, Whitestown, Indiana and 6398 Crane Drive, Whitestown, Indiana,, as further defined and described in the Purchase Agreement.

B. Seller and Buyer have agreed to amend the Purchase Agreement to clarify the rights and obligations of the parties regarding indemnification.

C. Seller and Buyer have also agreed that a portion of the sale proceeds will be escrowed to provide funds for remediation/monitoring of specific open LUST incident(s) for which Seller is responsible under the Purchase Agreement.

D. Capitalized terms shall have the meaning ascribed to them in the Purchase Agreement unless otherwise defined in this First Amendment.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the agreements contained herein, Seller and Buyer agree that the Purchase Agreement shall be amended to read as follows (with reference to the Sections as nominated, titled or provided in the Purchase Agreement):

1. The recitals set forth above are hereby incorporated as agreements of the Parties.

2. A new paragraph shall be added to Section 2.1 ("Purchase Price") after the existing paragraph so that the entire Section 2.1, as amended, shall now read as follows:

"Purchase Price. The purchase price for the Leasehold Interest shall be ~~_____~~, which shall be subject to adjustment and reimbursement as hereinafter provided (the "Purchase Price"). Buyer shall pay the Purchase Price to Seller in full concurrently with the Closing by wire transfer of immediately available funds to the "Title Company" (as defined in Article 11) acting as escrow agent.

At Closing the Title Company, as escrow agent, shall retain \$25,000.00 of the sale

proceeds in escrow pursuant to a Post-Closing Escrow Agreement (the "Post-Closing Agreement") to be executed by the parties and the Title Company at Closing. The Post-Closing Agreement shall provide that \$15,000.00 of the escrowed funds shall be released to Seller upon confirmation from IDEM that LUST Incident 2019-06504 is 100% eligible for participation in the Excess Liability Trust Fund ("ELTF") with the remaining \$10,000.00 to be released to Seller upon IDEM's regulatory closure of the LUST Incident by issuance of a "No Further Action Letter" or its equivalent."

3. Sections 8.2 and 8.3 of the Purchase Agreement are hereby amended to include an additional subsection in each listing the executed Post-Closing Agreement as a delivery by each party.

4. The second full paragraph of Section 3.3 ("As Is" Purchase") shall be and hereby is amended to read as follows:

"The foregoing notwithstanding, Seller shall indemnify and hold harmless Buyer Indemnified Parties (as later defined in Section 10.2) and Stock Yards Bank & Trust Co. from and against any and all losses, claims, demands, directives, orders, damages, expenses, obligations, liabilities, suits, complaints, costs (including reasonable attorney fees), judgments, and penalties, known or unknown, arising out of or relating in any way to IDEM LUST incidents 2019-06504 and 2022-04507 (collectively, the "Incidents"). This indemnification provision includes, but is not limited to, any and all claims made by or liability arising from IDEM, U.S. Environmental Protection Agency (EPA), and any past, present, or future owners or occupants of the Leased Premises or nearby property and which are related to the Incidents. This provision also includes, but is not limited to, damage or injury to person, property, and natural resources caused by the Incidents.

To allow Seller to fulfill its environmental obligations, Buyer shall provide access to the Leased Premises to Seller's environmental contractors to perform remediation and monitoring activities, provided that Seller notify Buyer of the proposed work at least five days in advance of seeking to perform said work at the Leased Premises, and shall seek to minimize the interruption and interference with ongoing business operations. Within seven days of submitting data to IDEM, Seller shall provide Buyer an electronic copy of the submission. If requested, Buyer shall execute a written access agreement with Seller and/or its contractors consistent with these provisions and those customary, including requiring proof of insurance from the environmental contractors performing the work and an indemnification from same for any damages arising from the environmental work."

5. Section 5.1 ("Buyer's Due Diligence") of the Purchase Agreement shall be and hereby is amended to read in its entirety as follows:

"During the Due Diligence Period (as defined below) Seller shall afford to

Buyer, and to the accountants, counsel and representatives of the Buyer, upon reasonable prior notice, reasonable access during normal business hours to the Leased Premises and, during such period, shall furnish promptly to Buyer all other information concerning the Property as such parties may reasonably request. Buyer acknowledges that borings, subsurface studies or other invasive testing shall require Seller's prior written consent which consent shall not be unreasonably withheld. Buyer agrees to return the Leased Premises to the same condition and cleanliness existing before entry or occupation by Buyer's representatives. All studies, tests, surveys, borings and similar acts shall be collectively referred to as the "Tests." Buyer agrees to indemnify, defend and hold harmless Seller from any and all liability, claims, demands, damages and costs for bodily injury and property damage (including reasonable attorneys' fees and expenses) to the extent caused by the activities of Buyer or Buyer's engineers, consultants, contractors, employees, agents and other representatives upon the Leased Premises during the Due Diligence Period, and from and against all mechanics', materialmen's or other liens resulting from the conduct of Buyer or its consultants and agents upon the Leased Premises during the Due Diligence Period, which indemnification obligation of Buyer shall survive a termination of this Agreement and Closing. Notwithstanding anything in this Section to the contrary, no access pursuant to this Section 5.1 shall unreasonably interfere with Seller's or their subtenants' conduct of business at the Leased Premises. Buyer shall notify Seller in writing of any material breach of this provision known to it and shall afford Seller a reasonable opportunity to cure any such breach."

6. Section 10.2.3 of the Purchase Agreement shall be, and hereby is amended to read in its entirety as follows:

"In addition to the environmental indemnification set forth in Section 3.3, any claim or cause of action by any party arising on or after the Closing Date against any Buyer Indemnified Party with respect to the obligations of Seller retained by Seller under this Agreement, including any default by Seller under the Lease or Subleases arising prior to the Closing Date or any failure of Seller to satisfy any of its liabilities other than the Assumed Liabilities."

7. Section 10.5.2. of the Purchase Agreement shall be, and hereby is amended to read in its entirety as follows:

Buyer shall not be required to indemnify, defend or hold harmless the Seller Indemnified Parties, and Seller shall not be required to indemnify, defend or hold harmless the Buyer Indemnified Parties, for Losses in excess of an aggregate amount equal to 100% of the Purchase Price; provided, however, that the foregoing limitation shall not apply to (a) the payment of the Purchase Price by Buyer to Seller, (b) any indemnification pursuant to any

of Sections 3.3, 10.1.3 or 10.2.3, as applicable, or (c) any indemnification arising out of a breach by Seller of its representation and warranty in Sections 3.1.4 (second, third, and penultimate sentences only) above.

8. All other provisions of the Purchase Agreement not inconsistent with the above amendments are hereby ratified and confirmed by Buyer and Seller and shall remain in full force and effect.


9. This First Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) First Amendment. For purposes of executing this First Amendment, a document signed and transmitted by facsimile or electronic mail shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment to the Leasehold Purchase and Sale Agreement effective as of the date first set forth above.

SELLER


SJC, INC.

By: 
Printed: Roger Distler
Title: President

Date: 6/30/2022

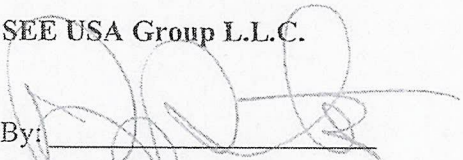
BUYER

JUGAAD LLC

By: 
Printed: Sukhwinder Singh
Title: Member

Date: 07-01-2022

SEE USA Group L.L.C.

By: 
Printed: Roger Distler
Title: President

Date: 6/30/2022

McCarthy, Keegan

From: Roger Distler <rdistler@sjcinc.com>
Sent: Friday, June 21, 2024 2:42 PM
To: IDEM USTRegistration; IDEM USTCompliance (USTcompliance)
Subject: Fw: FID #17535
Attachments: FID #17535 Sellers Notification form 56967.pdf; Whitestown Purchase Agreement.pdf

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Please let me know if you need anything else.

Thanks,

Roger Distler
President
See USA, LLC/SJC, Inc./PDHI, LLC.
295 Harrison Court
Danville, Indiana 46122

From: Roger Distler
Sent: Wednesday, June 5, 2024 3:54 PM
To: USTRegistration@idem.in.gov <USTRegistration@idem.in.gov>; USTCompliance@idem.in.gov <USTCompliance@idem.in.gov>
Subject: FID #17535

Roger Distler
President
See USA, LLC/SJC, Inc./PDHI, LLC.
295 Harrison Court
Danville, Indiana 46122