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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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OCT 20 2015

MICHAEL B. BROWN
RECORDER

JOHN E. PETALAS
LAKE COUNTY AUDITOR

Environmental Restrictive Covenant

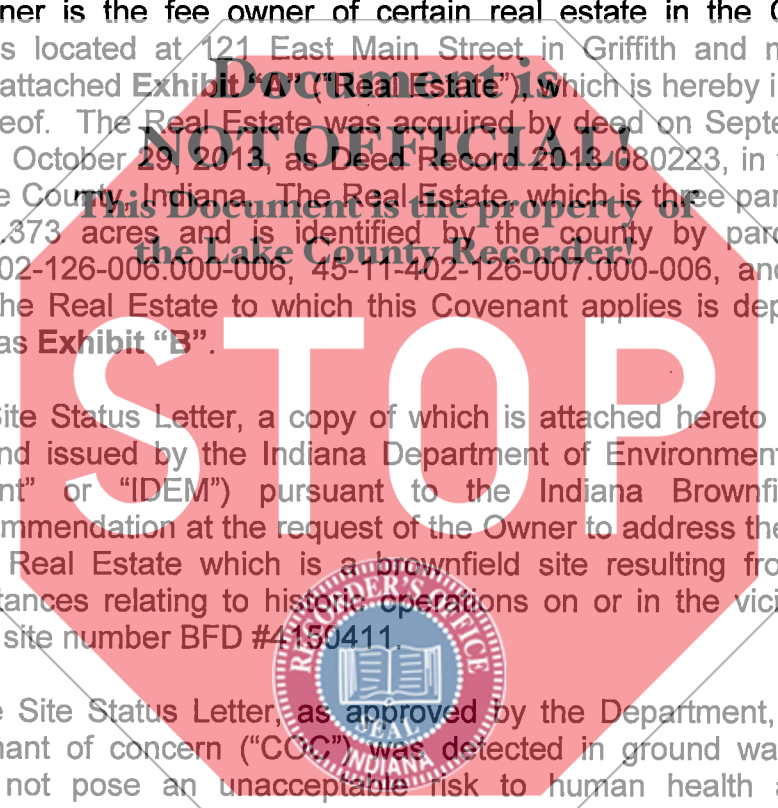
THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 20th day of OCTOBER, 2015, by NEW OBERPFALZ BREWING, LLC ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 121 East Main Street in Griffith 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 September 27, 2013, and recorded on October 29, 2013, as Deed Record 2013-080223, in the Office of the Recorder of Lake County, Indiana. The Real Estate, which is three parcels, consists of approximately 0.373 acres and is identified by the county by parcel identification numbers 45-11-02-126-006.000-006, 45-11-402-126-007.000-006, and 45-11-02-126-008.000-006. The Real Estate to which this Covenant applies is depicted on a map attached hereto as Exhibit "B".

WHEREAS: A Site Status Letter, a copy of which is attached hereto as Exhibit "C", was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of the Owner to address the redevelopment potential of the Real Estate which is a brownfield site resulting from a release of hazardous substances relating to historic operations on or in the vicinity of the Real Estate, Program site number BFD #4150411.

WHEREAS: The Site Status Letter, as approved by the Department, provides that a certain contaminant of concern ("COC") was detected in ground water on the Real Estate but will not pose an unacceptable risk to human health at the detected concentration provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COC is lead in ground water above the residential tap ground water screening level ("Res TAP GWSL").

WHEREAS: Soil and ground water on the Real Estate was sampled for volatile organic compounds ("VOCs"), polynuclear aromatic hydrocarbons ("PAHs") and lead. Investigations detected levels of lead above its Res TAP GWSL established by IDEM in the Remediation Closure Guide ("RCG") (March 22, 2012 and applicable revisions). Laboratory analysis detected lead in ground water in sample GW-01 at 94 parts per billion (ppb), which is above its RCG Res TAP GWSL of 15 ppb. The ground water analytical result above applicable RCG screening levels is depicted on Table 1,



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attached hereto as **Exhibit "D"**. A site map, attached hereto as **"Exhibit E"**, depicts sample location on the Real Estate at which the COC was detected in ground water above applicable RCG screening levels.

WHEREAS: Notwithstanding lead contamination in ground water having been detected at a level above the RCG Res TAP GWSL, IDEM approved a conditional residential closure of environmental conditions at the Site under the RCG since: (1) soil analytical results at the Real Estate were below the laboratory detection limits and the RCG screening levels; (2) the underground storage tank (UST) found on the Real Estate was closed in-place due to its location within the northern building; (3) potable water at the Real Estate is provided through a municipal water supply; and, (4) potential exposure to lead contamination in ground water on the Real Estate can be addressed through this Covenant. Therefore, environmental conditions on the Real Estate meet applicable residential cleanup criteria in the RCG so long as the land use restrictions required by this Covenant is maintained.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department's Virtual File Cabinet on the Web at: <http://www.in.gov/idem/4101.htm>.

NOW THEREFORE, New Oberpfalz Brewing LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on New Oberpfalz Brewing LLC and all future owners:

I. RESTRICTIONS

1. Restrictions. The Owner and all future owners:
 - (a) Shall not use or allow the use or extraction of ground water at the Real Estate for any purpose, including, but not limited to, human or animal consumption, gardening, industrial processes, or agriculture, without prior Department approval, except that ground water 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 or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting

under their direction or control ("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 all or any part of the Real Estate by any person shall limit 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 determining whether the land use restrictions set forth in paragraph 1 above are being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), 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 _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON _____, 20__, 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 include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), 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 the Department 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, the Department 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 contaminants of concern on the Real Estate 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 Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

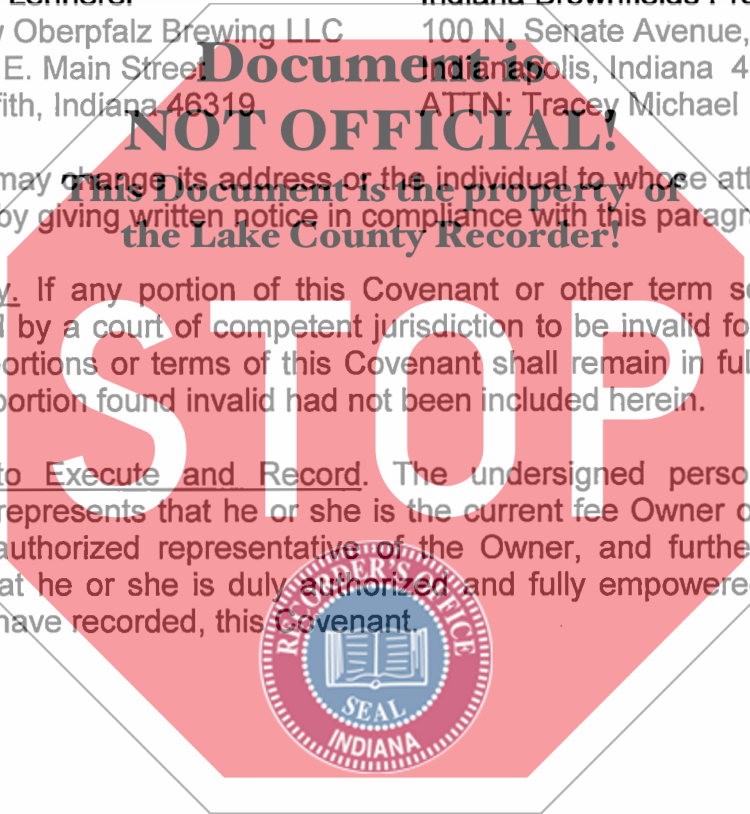
11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term 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 from complying 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:

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| <p><u>To Owner:</u> Dan Lehnerer New Oberpfalz Brewing LLC 121 E. Main Street Griffith, Indiana 46319</p> | <p><u>To Department:</u> Indiana Brownfields Program 100 N. Senate Avenue, Rm. 1275 Indianapolis, Indiana 46204 ATTN: Tracey Michael</p> |
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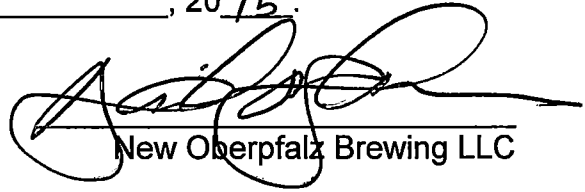
Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

- 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, New Oberpfalz Brewing LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 20th day of OCTOBER, 2015.


New Oberpfalz Brewing LLC

STATE OF INDIANA)
) SS:
COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JANEL LENNERER, the PRESIDENT of the Owner, NEW OBERPFALZ LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 20th day of October, 2015.

Madeline Haynes
MADELINE HAYNES, Notary Public
Residing in Lake County, Indiana

My Commission Expires:



This instrument prepared by:

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.

_____ (Printed Name of Declarant)

EXHIBIT A

Warranty Deed the Real Estate



2013 080223

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 OCT 29 AM 10:39

MICHAEL B. BROWN
RECORDER

WARRANTY DEED

OCOM 130327

THIS INDENTURE WITNESSETH, That Lynn C. Ramos and Javier Ramos, Husband and Wife (Grantor) **CONVEY(S) AND WARRANT(S)** to New Oberpfalz Brewing, LLC (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 in Lake County, State of Indiana:

Lot 6, except the West 17 feet thereof, and all Lots 1, 2, 3, 4 and 5, Block 3, Dwiggin's Addition to Griffith, as per plat thereof, recorded in Plat Book 2 page 68, in the Office of the Recorder of Lake County, Indiana, excepting therefrom that part taken for the widening of Main Street adjoining on the North.

Property Address: 121 E. Main St., Griffith, IN 46119
Tax ID No.: 45-11-02-126-008.000-006; 45-11-02-126-007.000-006 and 45-11-02-126-006.000-006

Subject to current taxes not delinquent, and all easements, agreements and restrictions of record and all public rights of way.

**This Document is the property of
the Lake County Recorder!**

CHICAGO TITLE

IN WITNESS WHEREOF, Grantor has executed this deed on the 27th day of September, 2013.

Lynn C. Ramos
Lynn C. Ramos

Javier Ramos
Javier Ramos

STATE OF INDIANA

COUNTY OF LAKE

)
) SS.
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FILED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER
OCT 25 2013
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Before me, a Notary Public in and for said County and State, personally appeared Lynn C. Ramos and Javier Ramos, husband and wife, who acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal on the 27th day of September, 2013.

JACALYN L. SMITH
Lake County
My Commission Expires
December 8, 2015

Notary Public Jacalyn L. Smith
Resident of Lake County
My Commission expires: December 8, 2015

Prepared by: Donna LaMere, Attorney at Law #03089-64/jc

Grantee's Address: 1330 Beatrice Lane
Tax Billing Address: Munster IN 46321

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Jennifer Church. File No. 1303272

Return to: 1330 Beatrice Lane Munster IN 46321

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




EXHIBIT B

Map of the Real Estate





LEGEND

-  BUILDING / STRUCTURE
-  SUBJECT SITE PARCELS
-  ASPHALT/CONCRETE
-  GRAVEL
-  ESTIMATED UST LOCATION

E. MAIN STREET

Parcel #45-11-02-126-007.000-006

Parcel #45-11-02-126-008.000-006

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

0.069 Acres

0.089 Acres

0.2185 Acres



Parcel #45-11-02-126-006.000-006

S. LAFAYETTE STREET

| | | |
|-----------|------|------------|
| | | 1" = 30 ft |
| Exhibit B | NO. | ISSUED FOR |
| | DATE | |

Site Map
New Oberpfalz Brewery
 121 E. Main Street
 Griffith, Indiana 46319

Based on a Map by
AMERECO, INC.
 CONSULTING ENGINEERS-PROJECT MANAGERS
 204 E. JEFFERSON STREET
 VALPARAISO, IN 46383 219-531-0531

EXHIBIT C

Copy of Site Status Letter

