

EXHIBIT C

Form of Declaration of Covenants and Restrictions

AFTER RECORDING RETURN TO

(This space reserved for recording information)

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "DCR") is executed effective this ____ day of _____, 20__ (the "Effective Date"), by, **Nine Star Capital, LP**, a Pennsylvania limited partnership (the "Declarant"), having a mailing address of 80 North Park Place, Dubois, PA 15801.

WITNESSETH

A. Declarant is the owner of certain real property located in Jefferson County, Pennsylvania, which is more specifically described on Exhibit A attached hereto (the "Restricted Property");

B. Simultaneous with the execution hereof, Declarant has conveyed to Love's Travel Stops & Country Stores, Inc. ("Buyer") certain real property located near and/or adjacent to the Restricted Property, as more particularly described on Exhibit B attached hereto (the "Benefited Property"); and

C. As an Inducement for Buyer to purchase the Benefited Property from Declarant, Declarant has agreed and hereby desires to impose upon the Restricted Property certain use and development restrictions, as set forth herein, it being agreed and acknowledged that such restrictions are reasonable and mutually beneficial to the parties.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Restricted Property is and shall be subject to the following covenants and restrictions:

1. **NO VISIBILITY OBSTRUCTION.** Declarant shall not construct, install or erect on the Restricted Property any structure or improvement of any kind which (i) is greater than seventy-five feet (75') in height within one hundred feet (100') of any actual or proposed signage on the Benefited Property or signage elsewhere located which is related to Buyer's business operations on the Benefited Property, or (ii) impairs in any way, as reasonably determined by Buyer's, access to any improvements constructed or to be constructed on the Benefited Property, without the prior written consent of Buyer in each instance, which consent Buyer may grant, withhold or deny in its sole discretion.

2. **LIMITATION ON USE.** Declarant shall not, directly or indirectly, allow any part of the Restricted Property, to the extent the same is adjacent to or within fifteen hundred feet (1500') of any boundary of the Benefited Property, to be operated as, developed or used in conjunction with or as a component of a retail convenience store, retail truck or travel stop, retail fueling station (including but not limited to diesel, gasoline, CNG and/or LNG fueling stations) or any combination of any of the foregoing for a period of (i) five (5) years from the date Buyer opens its business located on the Benefited Property to the public; or (ii) seven (7) years from the Effective Date of this Agreement if Buyer does not construct and develop the Benefited Property. By way of clarification and example and not limitation, these restrictions are intended to prohibit (i) the

operation of a truck stop or fueling station on the Restricted Property and (ii) the use of any part of the Restricted Property (a) as a means of access, (b) for parking, and (c) for the placement of signage related to the operation of a truck stop or fueling station on adjacent or nearby unrestricted property.

3. **DEFAULT; REMEDIES.** If Declarant or any other party violates any of the foregoing restrictions or covenants, or otherwise defaults hereunder, Buyer and Buyer's successors and assigns, shall be entitled to seek any and all remedies any such party may have for such violation or default under applicable law, including without limitation, injunctive and other equitable relief.

4. **BINDING EFFECT; DURATION.** This DCR and all of the restrictions, covenants, rights and obligations hereunder shall be binding upon and shall inure to the benefit of both Declarant and Buyer, and their respective heirs, successors and assigns, and shall be deemed covenants running with the land for all purposes. Unless otherwise canceled or terminated, this DCR and all of the restrictions, covenants, rights and obligations hereunder shall be perpetual, continuing and permanent.

5. **AMENDMENT.** This DCR may be amended, modified, canceled or terminated only by an instrument in recordable form, executed by all of the parties hereto.

EXECUTED as of the date first written above.

DECLARANT: **NINE STAR CAPITAL, LP, a Pennsylvania limited partnership**

By: _____
 Name: _____
 Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)
 COUNTY OF _____)

SS:

This instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____, a(n) _____.

 Notary Public; Commission No. _____

My Commission Expires:

 (SEAL)

[EXHIBITS TO BE ATTACHED; FORM OF ACKNOWLEDGMENT TO BE CONFORMED TO LOCAL LAW REQUIREMENTS]