

Prepared by and to be returned to:  
Racetrac Petroleum, Inc.  
Attn: Heather L. Darden, Esq.  
3225 Cumberland Boulevard, Suite 100  
Atlanta, Georgia 30339

**DECLARATION OF  
RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made as of the 22nd day of September, 2013 by, KEVIN J. ALFORTISH and DIANA PIVACH ALFORTISH, individual residents of the State of Louisiana, whose address is 311 Oak Tree Road, Belle Chasse, Louisiana 70037 (hereinafter, collectively, "Declarant").

**WITNESSETH:**

WHEREAS, Declarant simultaneously herewith conveyed to Racetrac Petroleum, Inc., a Georgia corporation ("Racetrac"), that certain real property situated in Jefferson Parish, Louisiana, being more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes (the "Racetrac Property"); and

WHEREAS, under the provisions of that certain Real Estate Purchase Contract by and between Declarant and Racetrac's predecessor-in-interest, having an effective date of November 21, 2011, Declarant agreed to place the following restrictions on certain real property owned or controlled by Declarant, or any entity which in whole or in part owns or controls Declarant, or is owned or controlled by Declarant (collectively "Declarant's Affiliates");

NOW, THEREFORE, Declarant, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, covenants and agrees, and for itself, its heirs, successors, legal representatives and assigns, does hereby covenant and declare as follows:

1. No facility which serves as a retail outlet for motor fuels or as a convenience store, and no advertising of the foregoing, shall be constructed, maintained or operated on all or any portion of any tract or parcel of land which is presently owned or controlled by Declarant or Declarant's Affiliates and located within one (1) mile of any boundary of the Racetrac Property, (collectively, the "Declarant's Property") including, but not limited to, that property more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes.

2. No sign or structure will be erected or maintained on any portion of the Declarant's Property within one hundred (100) feet of any boundary line of the Racetrac Property, but only to a depth of fifty (50) feet of any road, alley or street. Notwithstanding the foregoing, Declarant is entitled to one (1) sign within said restricted area (subject to the restriction in Paragraph 1 hereof);

however, the location and size of such sign shall be mutually agreed upon by Racetrac and Declarant, as to not materially affect the visibility of Racetrac's improvements on the Racetrac Property.

3. Any conveyance of any part or all of the Declarant's Property affected by the covenants and restrictions referenced in Paragraphs 1 and 2 hereinabove, shall include a reference to said covenants and restrictions; provided, however, that the binding nature of said covenants and restrictions shall not be affected by a failure to include such reference.

4. The above restrictions and covenants shall be deemed to be covenants and restrictions running with the land for the benefit of the Racetrac Property and as a burden upon the Declarant's Property affected thereby, and shall be in full force and effect for a period equal to the longest period allowed by applicable law and shall be binding upon Declarant, Declarant's Affiliates and their respective heirs, successors, legal representatives, successors-in-title and assigns, and shall be enforceable by Racetrac, its successors, assigns, successors-in-title and tenants.

5. In the case of any violation or attempted violation by Declarant and/or Declarant's Affiliates and their respective heirs, successors, legal representatives, successors-in-title or assigns of any of the covenants or restrictions contained within this Declaration, Racetrac, its successors, assigns, successors-in-title and tenants may enforce these covenants and restrictions by injunction or other appropriate proceedings and the prevailing party shall be entitled to recover its damages, costs and reasonable attorneys' fees.

6. It is the intention of Declarant that should there be any provision or provisions of this Declaration which shall prove to be invalid, void, illegal or unenforceable by reason of present or future laws or rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions of this Declaration shall in no way affect, impair or invalidate any of the remaining provisions of this Declaration, and all such remaining provisions shall remain in full force and effect. Furthermore, it is the intention of the Declarant that if any provision or provisions are declared to be invalid, void, illegal or unenforceable by reason of present or future laws, rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions shall be revised by such governmental body or entity or court to render same fully valid and, to the extent possible, conform to the terms of this Declaration. Such revised provision or provisions shall then be fully binding upon the Declarant as if they were contained in this Declaration.

(END OF TEXT – SIGNATURES COMMENCE ON FOLLOWING PAGE)

WITNESSES:

Print Name: Dick Linder

Print Name: Christopher M. Linder

Declarant:

Kevin J. Alfortish

NOTARY PUBLIC

Printed Name: Samuel A. Bacht

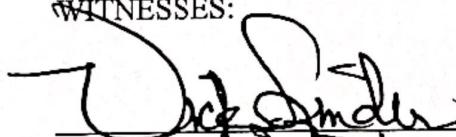
Duly commissioned by, in, and for the County/Parish  
of Baton Rouge, State of Louisiana

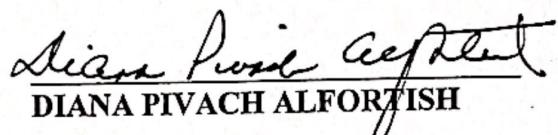
My Commission Expires: at death

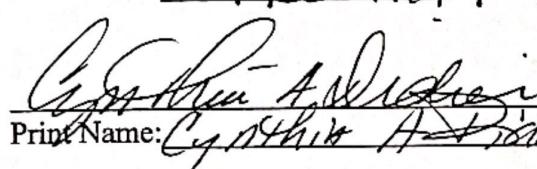
(signatures continued on following page)

Declarant:

WITNESSES:

  
\_\_\_\_\_  
Print Name: Vicki Linder

  
Diana Pivach Alfortish  
DIANA PIVACH ALFORTISH

  
\_\_\_\_\_  
Print Name: Diana Pivach Alfortish

  
\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: Samuel A. Bacot  
Duly commissioned by, in, and for the County/Parish  
of East Baton Rouge, State of Louisiana

My Commission Expires: at death

Exhibit "A"  
Page 1 of 2  
Legal Description

A certain piece or portion of land designated as Tract A-1-A-1 containing 3.285 acres or 143,093 square feet, located in Section 30, Township 14 South, Range 24 East, Jefferson Parish, Louisiana, and being more fully described as follows:

COMMENCING at the intersection of the southerly right of way line of Louisiana State Highway No. 23 (Belle Chasse Highway) and the easterly right of way line of Dale Avenue, said point being the "POINT OF BEGINNING" and labeled the "POB",

Then, along the southerly right of way line of Louisiana State Highway No. 23 (Belle Chasse Highway), South 49 degrees 59 minutes 26 seconds East a distance of 352.30 feet to a point;

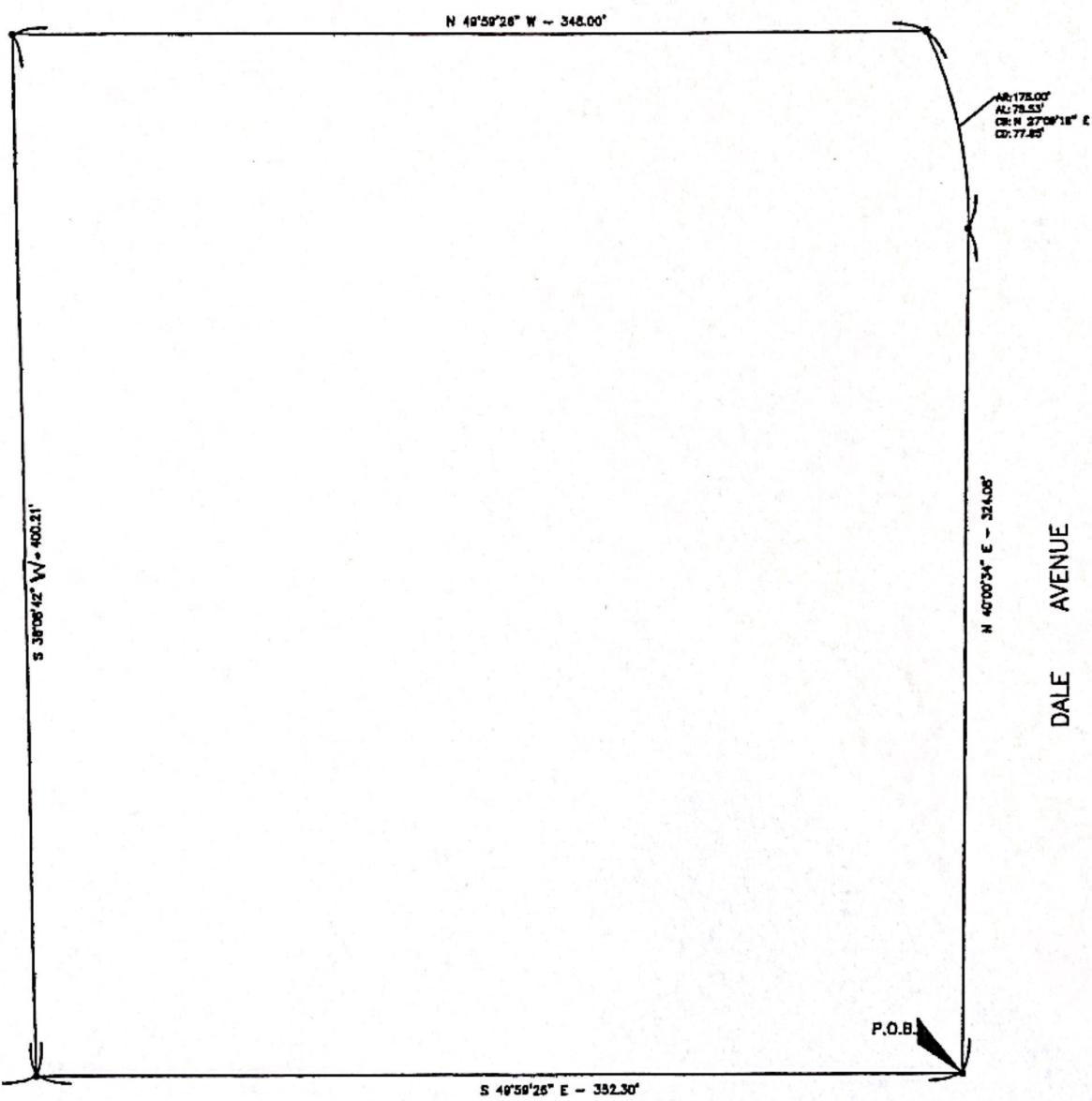
Then, departing said right of way line, South 38 degrees 08 minutes 42 seconds West a distance of 400.21 feet to a point;

Then, North 49 degrees 59 minutes 26 seconds West a distance of 348.00 feet to a point, said point located along the easterly right of way line of Dale Avenue;

Then, continuing along the easterly right of way line of Dale Avenue, along a curve to the right having a delta of 25 degrees 42 minutes 16 seconds, a radius of 175 feet, an arc length of 78.53 feet, a chord bearing of North 27 degrees 09 minutes and 18 seconds East a chord distance of 77.85 feet to a point;

Then, North 40 degrees 00 minutes 34 seconds East a distance of 324.08 feet to the "POINT OF BEGINNING".

Exhibit "A"  
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LOUISIANA STATE HIGHWAY 23 (BELLE  
CHASSE HIGHWAY)

**EXHIBIT "B"**  
**"DECLARANT'S PROPERTY"**

Lot A-1-C-1, Elm Park Subdivision in Section 30, Township 14 South, Range 24 East, Jefferson Parish, Louisiana.