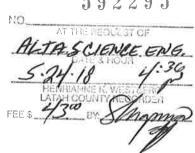
Recording Requested By and When Recorded Return to:

Polsinelli PC 150 N. Riverside, Suite 3000 Chicago, Illinois 6060 Attention: Eric G. Greenfield, Esq.



SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seg.

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by the GRANTOR, Campus Moscow Property Owner, LLC (CMPO) and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. CMPO, as the current property owner, grants this Environmental Covenant to all signatories of this instrument. This Environmental Covenant sets forth protective provisions, covenants, restrictions and, conditions (collectively referred to as "Activity and Use Limitations") on the "Restricted Area" described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. CMPO is a "holder" as defined in Idaho Code § 55-3002(6). As provided in Idaho Code § 55-3008, CMPO, as the holder is also the GRANTEE.

Property. This Environmental Covenant concerns and encumbers only the Restricted Area, which is legally described and depicted in Exhibit A. The Restricted Area is part of a larger parcel of real property located at 1106, 1012, 1018 and 10224 S. Main Street, City of Moscow, Parcel Number RPM00000173910, County of Latah, State of Idaho (hereafter referred to as "the Property". The Property is legally described and depicted in Exhibit B.

Property Ownership. CMPO hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the Property, holds fee simple title to the Property and CMPO has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property was located directly north and adjacent of a former a Mobil gas station/garage. The adjacent property had known releases of petroleum which resulted in groundwater contamination that migrated onto the Restricted Area. On July 25, 2016, FH Vandals, LLC, a California limited liability company ("Vandals") being CMPO's predecessor in interest to the Property, entered into the Voluntary Cleanup Program (VCP) and signed a Voluntary Remediation Agreement (Agreement) with the Department. As part of the Agreement, CMPO, as successor in interest to Vandals, implemented additional assessment activities on the Property. This Environmental Covenant is required because the

additional assessment activities identified residual concentrations of petroleum-related constituents in groundwater on the Restricted Area. These concentrations are above allowable risk-based concentration as determined by the Department; therefore, future use of the Restricted Area shall be limited to protect human health and the environment based on the projected future use of the Restricted Area.

<u>Name and Location of Administrative Record.</u> The administrative record for the Property can be found at the Idaho Department of Environmental Quality Lewiston Regional Office, 1118 "F" Street, Lewiston, Idaho.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, CMPO, and any successors in interest, are hereby restricted from using the Restricted Area, now or at any time in the future, as specifically set forth below:

- 1. The ground floor of any portion of an improvement that is located on the Restricted Area shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care or hospital use. For the avoidance of doubt, any portion of an improvement that is not located within the boundaries of the Restricted Area shall not be restricted by this Environmental Covenant.
- 2. There shall be no extraction of groundwater under the Restricted Area for any purpose, including, without limitation, drinking by animals or human beings, irrigation, or for industrial or commercial use. Groundwater may be extracted from the Restricted Area as part of an environmental investigation or remediation project.
- 3. CMPO, or its successors in interest, shall be responsible for demonstrating that use on the Restricted Area is in conformity with the Activity and Use Limitations.

Breach and Cure of Activity and Use Limitations. CMPO, or its successors in interest, shall be responsible for demonstrating that use on the Restricted Area is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, the CMPO or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the CMPO or any successors in interest, and Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

<u>Duration and Termination</u>. The Activity and Use Limitations shall apply to the Restricted Area, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. The CMPO, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Restricted Area, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

1. Contaminated groundwater is at levels the Department deems in writing to be adequate for the Restricted Area to be developed for unrestricted use.

<u>Provisions to Run With the Land</u>. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Restricted Area, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Restricted Area unless expressly stated as applicable to a specific portion of the Restricted Area.

<u>Concurrence of Subsequent Owners Presumed</u>. All purchasers, lessees, or possessors of any portion of the Restricted Area shall be deemed by their purchase, leasing, or possession of such Restricted Area, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Restricted Area shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Restricted Area subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by CMPO, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, CMPO, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by CMPO, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Restricted Area; (c) each person in possession of the Restricted Area; (d) each municipality or other local government in which the Restricted Area is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

<u>Compliance Reporting</u>. CMPO, or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

<u>Enforcement</u>. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against CMPO or its successors-in-interest, including subsequent owners of the Restricted Area and any other person using the Restricted Area. Failure of CMPO, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that the CMPO correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the CMPO or its successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

<u>Non-Waiver.</u> No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

<u>Property Access</u>. The Department shall have a right of access to the Restricted Area at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Restricted Area, or part thereof, the new Owner of the Restricted Area, shall provide written notice to the Department and each municipality or other local government in which the Restricted Area is located, the name and address of all the then Owners of the Restricted Area, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Restricted Area.

<u>Notices</u>. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested or by nationally recognized overnight courier to the appropriate address indicated below or at such other place or places as either CMPO or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNER:

Campus Moscow Property Owner, LLC <u>ATTN</u>: John Kitson and Jim Reiland, Esq. 130 E. Randolph, Suite 2100 Chicago, Illinois 60601

THE DEPARTMENT:

Idaho Department of Environmental Quality <u>ATTN</u>: State Response Program Manager 1410 N. Hilton Boise, Idaho 83706

<u>Costs and Expenses</u>. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Restricted Area, shall be borne by the party seeking such termination.

<u>Partial Invalidity</u>. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

<u>Headings</u>. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

<u>Idaho Code References</u>. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Restricted Area entered into between the Department and CMPO or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of CMPO or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Restricted Area, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

<u>Effective Date</u>. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

[no further text on this page]

Signature and Acknowledgments Accepted:

Idaho Department of Environmental Quality

Signature:	John W. Tappel
Printed Name:	John H. Tippets
Title:	Director, Idaho Department of Environmental Quality
Date:	may 1, 2018
State of Idaho)
County of Ada) ss.)

On this day of May, in the year 2018, before me, a Notary Public in and for said County and State, personally appeared John H. Tippets, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTAR O

Notary Public for Idaho: Residing at: Nampa, Idaho
Commission Expires: 11/21/2020

Accepted:

Campus Moscow Property Owner, LLC, a Delaware limited liability company

Бу. ______

Name: Michael Hales

Title: Authorized Signatory

Date: April /7, 2018

ACKNOWLEDGMENTS

State of Illinois

) ss.

County of Cook

On this day personally appeared before me before me Michael Hales, in his official capacity of Authorized Signatory of CMPO, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same on behalf of CMPO as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of APRIL , 2018.

ILLINOIS

Notary Public for Idaho:

Residing at: 130 E. IZ ANDOLPH, STEDIOD, CHICAGO,

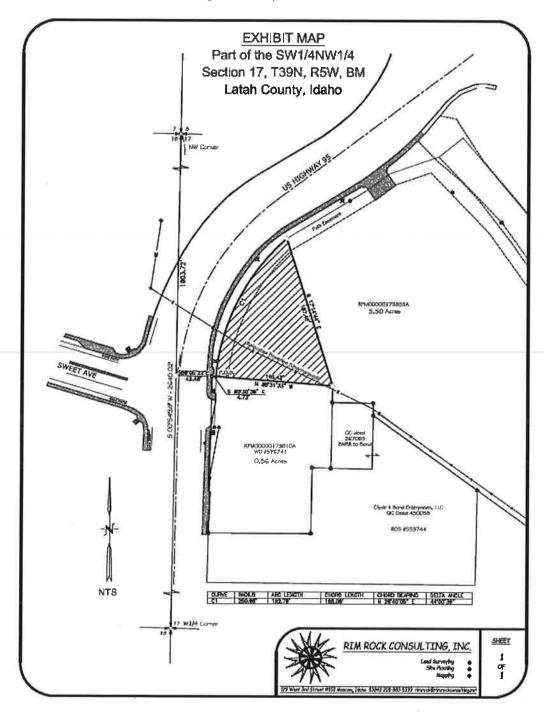
Commission Expires: 4.10.21

Official Seal Todd W. Finnelly Notary Public State of Illinois My Commission Expires 04/10/2021

EXHIBIT A

TO ENVIRONMENTAL COVENANT:

Depiction and Legal Description of the Restricted Area



A parcel of land located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho described as follows:

COMMENCING at the northwest corner of Section 17, thence along the west line of said Section, S 00°54'38" W, 1903.72 feet; Thence S 89°05'22" E, 43.46 feet to the northwest corner of a parcel of land described in a Warranty Deed, Recorder's instrument no. 576741; Thence S 85°30'38" E, 4.73 feet to the POINT OF BEGINNING;

Thence 192.79 feet along the east line of the US Highway 95 right of way, on a curve to the right with a radius of 250.98 feet and a chord which bears N 26°40'05" E, 188.08 feet; Thence leaving said right of way, S 17°14'44" E, 187.46 feet to the northeast corner of the aforementioned parcel;

Thence along the north line of said parcel, N 85°3 1'33" W, 140.42 feet to the POINT OF BEGINNING.

Containing 14,536 square feet, more or less.

This description was prepared by Duane E. Priest on November 27, 2017.

EXHIBIT B

TO ENVIRONMENTAL COVENANT:

Depiction and Legal Description of the Property

PARCEL I:

A PARCEL OF LAND LOCATED IN THE SW1/4NW1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 17. TOWNSHIP 39. NORTH, RANGE 5 WEST, B.M., LATAH COUNTY, IDAHO, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION BEARS NORTH 89°20'17" WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, NORTH 89°20'17" WEST, 730.71 FEET; THENCE SOUTH 32°48'09" WEST, 93.29 FEET; THENCE N. 76°00'00" WEST, 389.06 FEET; THENCE 547.96 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2342.01 FEET AND A CHORD WHICH BEARS NORTH 69°17'50" WEST 546.71 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF MOSCOW AND DESCRIBED IN RECORDER'S FILE NUMBER 461158, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE PALOUSE RIVER AND COULEE CITY RAILROAD (PRCC) PARCEL, AND THE POINT OF BEGINNING; THENCE CONTINUING 335.27 FEET ALONG THE SOUTHERLY LINE OF THE PRCC PARCEL ON A CURVE TO THE RIGHT WITH A RADIUS OF 2342.01 FEET AND A CHORD WHICH BEARS NORTH 58°31'58" WEST, 334.98 FEET; THENCE NORTH 54°25'20" WEST, 561.39 FEET TO THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 367085; THENCE NORTH 00°42'21" WEST 14.83 FEET ALONG THE EAST LINE OF SAID PARCEL TO THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 445743: THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES: NORTH 88°46'08" WEST, 50.00 FEET; THENCE NORTH 01°12'55" EAST, 20.00 FEET; THENCE NORTH 85°31'09" WEST, 141.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 95: THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES: 193.02 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 250.98 FEET AND A CHORD WHICH BEARS NORTH 26°51'34" EAST, 188.30 FEET; THENCE NORTH 58°41'43" EAST, 115.33 FEET; THENCE NORTH 53°09'52" EAST, 31.36 FEET; THENCE NORTH 70°51'18" EAST, 62.95 FEET; THENCE NORTH 51°40'41" EAST, 103.66 FEET; THENCE SOUTH 59°20'10" EAST, 51.12 FEET; THENCE SOUTH 86°45'54" EAST, 13.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF STATE HIGHWAY 8; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: SOUTH 42°19'16" EAST, 135.92 FEET; THENCE 178.07 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1929.86 FEET AND A CHORD WHICH BEARS SOUTH 44°57'53" EAST, 178.00 FEET; THENCE SOUTH 40°15'33" EAST, 142.12 FEET; THENCE 41.97 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1746.04 FEET AND A CHORD WHICH BEARS SOUTH 52°10'47" EAST, 41.97 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 495383; THENCE ALONG SAID PARCEL SOUTH 42°27'45" WEST, 121.65 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DOCUMENT

NUMBER 495382; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, 190.39 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1925.01 FEET AND A CHORD WHICH BEARS SOUTH 42°58'51" EAST, 190.31 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBERS 493023 AND 497857; THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES: 150.00 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1925.01 FEET AND A CHORD WHICH BEARS SOUTH 48°02'47" EAST, 149.96 FEET; THENCE SOUTH 08°28'23" EAST, 165.15 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, LATAH COUNTY, IDAHO, LYING WITHIN THE RAILROAD RIGHT OF WAY FOR SHIELDS SPUR TRACT, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, LATAH COUNTY, IDAHO, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION BEARS NORTH 89°20'17" WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, NORTH 89°20'17" WEST 463.34 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF THE NPRR RIGHT OF WAY; THENCE NORTH 76°00'00" WEST 660.90 FEET ALONG SAID RIGHT OF WAY; THENCE NORTHWESTERLY 743.74 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1813.01 FEET AND A CHORD WHICH BEARS NORTH 57°33'58" WEST, TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 453791; THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT 179.31 FEET HAVING A RADIUS OF 1813.01 FEET AND A CHORD WHICH BEARS NORTH 42°58'51" WEST; THENCE NORTH 40°15'33" WEST; 14.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°27'45" WEST 112.91 FEET TO THE NORTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO THE REGENTS OF THE UNIVERSITY OF IDAHO AND DESCRIBED IN DOCUMENT NO. 448565; THENCE NORTH 40°15'33" WEST 571.65 FEET TO THE EASTERLY RIGHT OF WAY OF HIGHWAY 95; THENCE NORTHEASTERLY ALONG HIGHWAY 95, NORTH 51°40'41" EAST 66.05 FEET; THENCE SOUTH 59°20'10" EAST 51.12 FEET; THENCE SOUTH 86°45'54" EAST 13.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 8; THENCE ALONG HIGHWAY 8, SOUTH 42°19'16" EAST 135.92 FEET; THENCE 178.07 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1929.86 FEET AND A CHORD WHICH BEARS SOUTH 44°57'53" EAST; THENCE SOUTH 40°15'33" EAST, 142.12 FEET; THENCE 41.97 FEET ALONG A CURVE OF THE LEFT WITH A RADIUS OF 1746.04 FEET AND A CHORD WHICH BEARS SOUTH 52°10'47" EAST, 41.97 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 495383; THENCE ALONG SAID PARCEL SOUTH 42°27'45" WEST, 8.74 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY EXCEPTED THEREFROM THAT CERTAIN QUITCLAIM DEED RECORDED UNDER RECORDER'S FEE NO. 575334.

