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PART OF THE ORIGINAL DOCUMENT.

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 seq.**

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by Jacksons Food Stores, Inc., a Nevada corporation ("OWNER") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. OWNER is a "holder" as defined in Idaho Code § 55-3002(6). OWNER, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns a portion of real property 3110 W. State Street, Boise, County of Ada, State of Idaho (hereafter referred to as the "Property"). The legal description of the portion of the Property (hereafter referred to as the "Restricted Area") to which the Environmental Covenant applies is described in Attachment A. The Restricted Area of the Property is illustrated on the map attached hereto and marked as Attachment B.

Property Ownership. OWNER 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 OWNER has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Prior to, and after a 2013 raze and rebuild, the Property described above has been used for the operation of a convenience store and gas station. In 2004, the site suffered a dispenser/fuel line petroleum release, and the soil at the location of the release became contaminated with petroleum contaminates. This Environmental Covenant is required because after excavating the area where the release occurred, there exists residual concentrations of benzene, ethylbenzene and naphthalene in groundwater underlying the Property. These concentrations are above allowable risk-based concentration as

determined by the Department, therefore future use of the Property shall be limited as described herein to protect human health and the environment.

Name and Location of Administrative Record. A copy of the Jacksons Store No. 007 (3-010248) file can be found at the Department office located at 1445 North Orchard, Boise, Idaho 83706.

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

1. There shall be no extraction of groundwater under, the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use. Groundwater may be extracted as part of an environmental investigation or remediation project.

Breach and Cure of Activity and Use Limitations OWNER, or its successors in interest, shall be responsible for demonstrating that use on the Property 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 Owner 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 Owner 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.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, 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 OWNER, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

Contaminated soils and groundwater are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, 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 Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, 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 Property 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 Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by OWNER, 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, OWNER, 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 OWNER, 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 Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property 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.

Compliance Reporting. OWNER, 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.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against OWNER or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of OWNER, 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 Owner 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 OWNER or its successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. 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.

Property Access. The Department shall have a right of access to the Property 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 Property, or part thereof, the Conveyer of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, 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 Property except as otherwise provided by law.

Notices. 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, to the appropriate address indicated below or at such other place or places as either OWNER 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: Jacksons Food Stores, Inc.
 Attn: Environmental/Real Estate
 3450 E. Commercial Court
 Meridian, ID 83642

THE DEPARTMENT: Idaho Department of Environmental Quality
 ATTN: State Response Program Manager
 1410 N. Hilton
 Boise, ID 83706

Costs and Expenses. 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 Property, shall be borne by the party seeking such termination.

Partial Invalidity. 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.

Headings. 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.

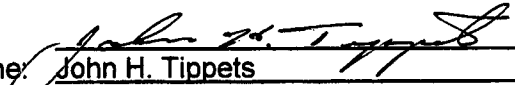
Idaho Code References. All references to the Idaho Code sections include successor provisions.

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 Property entered into between the Department and OWNER or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OWNER 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 Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

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

Signature and Acknowledgments
Accepted:

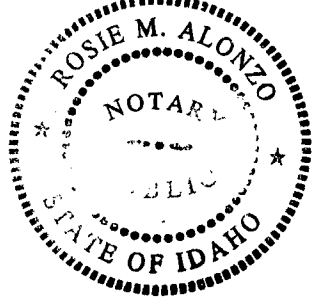
Idaho Department of Environmental Quality

Signature: 
Printed Name: John H. Tippetts
Title: Director, Idaho Department of Environmental Quality
Date: 11/15/16

State of Idaho)
) ss.
County of Ada)

On this 15 day of November, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared John H. Tippetts, 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.



Notary Public for Idaho: Rosie M. Alonzo
Residing at: Dampan, ID
Commission Expires: 11/21/2020

Signature and Acknowledgments

Accepted:

OWNER: Jacksons Food Stores, Inc.



Signature:

Printed Name: John D. Jackson

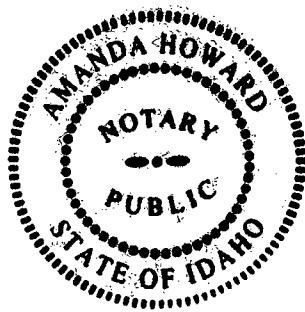
Title: CEO

Date: 11-11-16

State of Idaho)
) ss.
County of Ada)

On this 11th day of November, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared John D. Jackson, known or identified to me to be the CEO of Jacksons Food Stores, Inc. that executed this Environmental Covenant, and acknowledged to me that Jacksons Food Stores, Inc. 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.



Notary Public for Idaho: Amanda Howard
Residing at: Boise, ID
Commission Expires: 10/07/21

Attachment A Legal Description and Deed of Property

Legal Description and Depiction

Being a southerly portion of the following described parcel as described and depicted below:

Lots 1-8 and a portion of Lots 9 & 10, Block 45 of the Cruzen Addition to Boise, as shown in Book 3 of Plats at Page 115 Records, Ada County, Idaho. Situate in the southwest quarter of Section 33, Township 4 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

Beginning at northeast corner of said Lot 1

Thence S00°31'17"W, 215.33 feet along the easterly boundary of said Lots 1-9, and along the westerly right-of-way of N. 31st St. to the right-of-way described in instrument number 113077229, records Ada County, Idaho;

Thence continuing along the right-of-way described in instrument number 113077229, 38.58 feet along a curve deflecting to the right having a radius of 156.50 feet, a central angle of 14°07'28", a long chord bearing of S24°05'22"W, a long chord distance of 38.48 feet;

Thence continuing along the right-of-way described in instrument number 113077229 S39°28'04"W, 6.42 feet;

Thence continuing along the right-of-way described in instrument number 113077229 N79°41'09"W, 33.45 feet to the northeasterly right-of-way of W. State St. and the southwesterly boundary of said Lot 10;

Thence N46°38'40"W, 108.46 feet along the southeasterly boundary of said Lots 10-7, continuing along the northeasterly right-of-way of W. State St. to the westerly boundary of said Lot 7 and to the easterly right-of-way of an alley;

Thence N00°31'30"E, 176.62 feet along the westerly boundary of said Lots 7-1, continuing along the easterly boundary of an alleyway to the northwest corner of said Lot 1 and the southerly boundary of W. Bella St.;

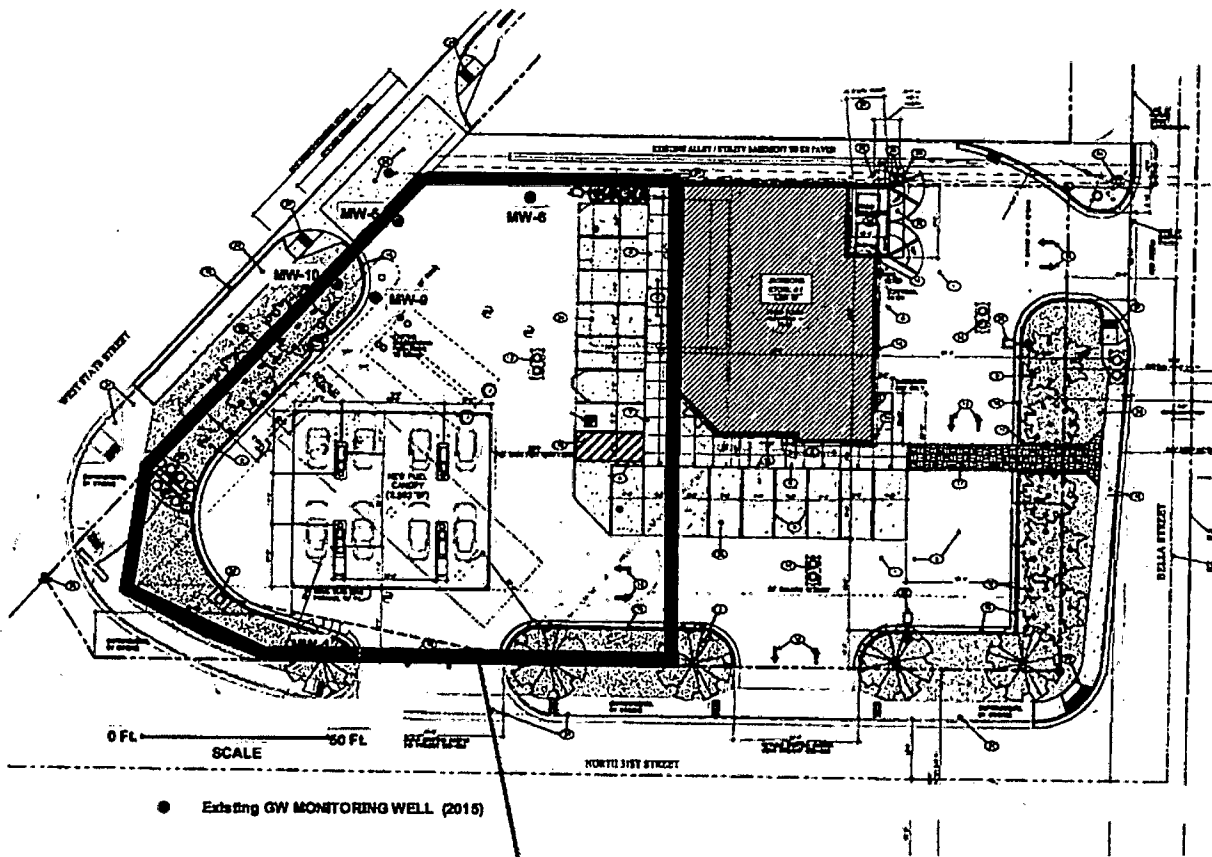
Thence S89°17'00"E, 131.91 feet along the northerly boundary of said Lot 1 and the southerly right-of-way of W. Bella St. to the **Point of Beginning**.

Comprising 0.69 acres, more or less.

Subject to easements or right-of-ways of record or apparent.

Attachment B Map of Restricted Area

**Attachment B
Map**



**OUTLINE OF ENVIRONMENTAL COVENANT
RESTRICTED AREA
JACKSONS FOOD STORE #07
3110 WEST STATE STREET
BOISE, IDAHO**