

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 2/10/2016
 Instrument Type: ~~MO~~ OTHER
 Number of Parcels: 0 Number of Pages: 12
 City County

HENRICO

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor:

Grantee:

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At: City County

Percentage In This Jurisdiction:

BUSINESS / NAME

1 Grantor: RARE HOSPITALITY INTERNATIONAL, INC.

Grantor:

1 Grantee: LSI CORPORATION

Grantee:

GRANTEE ADDRESS

Name: LSI CORPORATION

Address: 1320 RIDDER PARK DRIVE

City: SAN JOSE State: CA Zip Code: 95131

Book Number: Page Number: Instrument Number:

Parcel Identification Number (PIN): Tax Map Number:

Short Property Description:

Current Property Address:

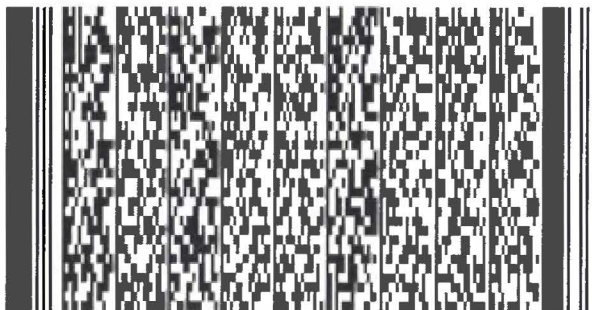
City: State: Zip Code:

Instrument Prepared By: DANIEL VASS Recording Paid By: DANIEL VASS

Recording Returned To: SANTIAGO VILA

Address: 2028 DABNEY ROAD SUITE E-18

City: RICHMOND State: VA Zip Code: 23230



RECORDED IN
 COUNTY OF HENRICO, VA
 HEIDI S. BARSHINGER
 CLERK OF CIRCUIT COURT
 FILED Feb 10, 2016
 AT 02:04 pm
 BOOK 05450
 START PAGE 1975
 END PAGE 1987
 INSTRUMENT #
 201600003522

ICJ

(Area Above Reserved For Deed Stamp Only)

BK5450PG1975

Advance

PREPARED OUTSIDE COMMONWEALTH OF VIRGINIA

Prepared By:

Steven Jawetz
Beveridge & Diamond, PC
1350 I St., N.W., Suite 700, Washington, D.C. 20005

Tax Map or GPIN No.: 813-718-9467
Remediation Program Site ID #: VAD066000993

UECA ENVIRONMENTAL COVENANT

This Environmental Covenant ("**Environmental Covenant**") is made and entered into as of the 24th day of November, 2015 by Rare Hospitality International, Inc., a Georgia corporation, whose address is 1000 Darden Center Drive, Orlando, Florida 32837 (hereinafter referred to as the "Grantor" or "**Owner**"), and LSI Corporation, (hereinafter referred to as the "Grantee" or "Holder"), whose address is 1320 Ridder Park Drive, San Jose, California 95131.

The Environmental Protection Agency, Region III, whose address is 1650 Arch Street, Philadelphia, PA 19103 (hereinafter referred to as the "**EPA**") also joins in this Environmental Covenant.

This Environmental Covenant is executed pursuant to the Virginia Uniform Environmental Covenants Act, § 10.1-1238 et seq. of the Code of Virginia ("**UECA**"), and the EPA shall be the ("**Agency**") as defined therein. This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and use limitations in this document.

1. Property Affected. The Owner's property affected ("**Property**") by this Environmental Covenant is part of the former Lucent Technologies Richmond Works facility ("**Former Lucent Facility**") located at 4409 South Laburnum Avenue, Richmond, Virginia 23231. The Property is legally described on **Exhibit "A"** which is attached hereto and incorporated herein.

2. Description of Contamination and Remedy.

A. The Administrative Record pertaining to this Environmental Covenant is located at:

EPA, Region III
Land and Chemicals Division
RCRA File Room
1650 Arch Street
Philadelphia, Pennsylvania 19103

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B. The Property is subject to the Corrective Action Program under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA") of 1976, and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.

i. In approximately 1972, Western Electric Co., a division of American Telephone & Telegraph ("AT&T") constructed a manufactured printed circuit board facility on the Former Lucent Facility. During its manufacturing operations, AT&T used and stored chlorinated solvents at the Former Lucent Facility.

ii. In 1986, during the repair of a fire main, AT&T discovered releases of chlorinated solvents at the Former Lucent Facility. The soil surrounding the fire main was excavated, pipes were replaced and a sump in the former solvent recovery area of the plant was repaired. In 1989, the large-scale storage and use of methylene chloride ("MEC") and 1,1,1 trichloroethane ("1,1,1-TCA") at the Former Lucent Facility was discontinued when it was discovered that the groundwater beneath the Former Lucent Facility was contaminated with various hazardous wastes which included MEC; 1,1,1-TCA; and 1,1-dichloroethane.

iii. Subsequently, on June 28, 1991, EPA issued a RCRA Record of Decision in which it selected a corrective measure for the Former Lucent Facility. EPA subsequently modified the selected corrective measure by three Explanations of Significant Differences issued on February 13, 1992, December 11, 1992 and May 16, 2011, respectively. EPA's selected corrective measure for the Former Lucent Facility, including the Property, as modified, provides for the installation, operation and maintenance of a groundwater treatment system as well as implementation and maintenance of institutional controls which are described in Section 3, below.

iv. The groundwater treatment system is intended to contain and reduce the area of the contaminated groundwater plume ("Plume") beneath the Former Lucent Facility, including the Property. EPA's selected corrective measure, as modified, requires that the Plume be monitored by the collection of groundwater samples twice per year.

v. On September 24, 1996, EPA under the authority of Section 3008(h) of RCRA, 42 U.S.C. Section 6928(h), issued an Initial Administrative Order, which became final on October 24, 1996 ("Order"), to Lucent Technologies, Inc. ("Lucent"), a wholly-owned subsidiary of AT&T. The Order requires Lucent to operate and maintain the groundwater remediation system.

vi. While Lucent remains the named Respondent under the Order, and is, therefore, responsible for complying with all terms and conditions of the Order, sometime in 1996, Lucent sold the Former Lucent Facility to Viasystems Technologies Corporation ("Viasystems"). Viasystems ceased manufacturing operations at the Former Lucent Facility sometime in June 2001. In February 2001, Lucent created a new company named Agere Systems Inc. ("Agere"). Agere contractually agreed to perform the operation and maintenance of the groundwater remediation system on behalf of Lucent. On April 2, 2007, Agere was acquired by LSI Corporation ("LSI"). As part of this acquisition, LSI agreed to continue the operation and maintenance of the groundwater remediation system on behalf of Lucent. Currently, LSI operates the groundwater

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remediation system under the oversight of EPA and the Virginia Department of Environmental Quality (“**DEQ**”).

3. Activity & Use Limitations.

A. The Property is subject to the following activity and use limitations, which shall run with the land and become binding on Owner and any successors, assigns, tenants, agents, employees, and other persons under its (their) control, until such time as this Environmental Covenant may terminate as provided by law:

i. The Property will not be used for residential purposes unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment and EPA provides prior written approval for such use;

ii. The Property will not be used in a way that will adversely affect or interfere with the integrity and protectiveness of EPA’s selected corrective measure, including, but not limited to the groundwater treatment system and associated wells and piping;

iii. Groundwater underneath the Property will not be used for any purpose other than to implement the selected corrective measure, as modified, unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment or adversely affect or interfere with the selected corrective measure, as modified, and EPA provides prior written approval for such use;

iv. No new wells will be installed on the Property unless it is demonstrated to EPA that such wells are necessary to implement the selected corrective measure, as modified, and EPA provides prior written approval to install such wells;

v. No new structure will be constructed, unless a vapor barrier designed to prevent vapors emanating from the Plume at levels presenting an unacceptable risk to human health, is installed in the new structure or unless it is demonstrated to EPA that a vapor barrier is not necessary to protect human health or the environment and EPA provides prior written approval for construction without a vapor barrier; and

vi. No earth moving activities, including soil excavation and drilling, will be conducted below the water table unless it is demonstrated to EPA that such activities will not pose a threat to human health or the environment or adversely affect or interfere with the selected corrective measure, as modified, and EPA provides prior written approval to conduct such activities;

EPA anticipates that the activity and use limitations listed in paragraphs 3.A.v. and 3.A.vi. will not be needed in the future as a result of the continued operation and maintenance of the groundwater treatment system. These activity and use limitations can be terminated as provided in Section 7, below.

B. The Property boundary is depicted on **Exhibit “B”** and a table of the geographic coordinates (in decimal degrees, WGC84) of the legal description of the Property on **Exhibit “C”**, both of which are attached hereto and incorporated herein.

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4. Notice of Limitations in Future Conveyances. Each instrument hereafter conveying any interest in the Property subject to this environmental covenant shall contain a notice of the recorded location of its environmental covenant.

5. Access. In addition to any rights already possessed by EPA, DEQ, and the Holder, this Environmental Covenant grants to EPA, DEQ, the Holder, and their successors, assigns, and contractors a right of reasonable access to the Property in connection with implementation, inspection, or enforcement of this Environmental Covenant and for the purposes of conducting and/or overseeing the work required by the 2013 Administrative Order on Consent, RCRA-03-2013-0105CA, or any amendments thereto, entered into by EPA and LSI Corporation under Section 3008(h) of RCRA, 42 U.S.C. Section 6928(h). Holder agrees to avoid to the extent practicable any interference with ongoing business activities on the Property and shall at its sole cost repair any damage to the Property resulting from Holder's activities pursuant to this right of access.

6. Recording, Proof and Notification.

A. Within ninety (90) days after the date of the Agency's approval of this Environmental Covenant the Owner shall record or cause to be recorded this Environmental Covenant in the Clerk of the Circuit Court of Henrico County, Virginia. The Owner shall likewise record, or cause to be recorded any amendment, assignment, or termination of this Environmental Covenant with the applicable Clerk (s) of the Circuit court within ninety (90) days of its execution. Any Environmental Covenant, amendment, assignment, or termination recorded outside of these periods shall be invalid and of no force and effect.

B. Owner shall send a file-stamped copy of the recorded Environmental Covenant, and of any amendment, assignment, or termination, to the Holder, EPA and DEQ, within sixty (60) days of recording. Within that time period, the Owner also shall send a file-stamped copy to the chief administrative officer of each locality in which the Property is located, any persons who are in possession of the Property who are not the Owner(s), any signatories to this Environmental Covenant not previously mentioned, and any other parties to whom notice is required pursuant to the UECA.

C. Within thirty (30) calendar days after the transfer of the Property or a portion thereof, the then current owner of the Property shall submit to EPA and DEQ, written notification of such transfer.

i. Notices required to be sent to EPA shall be sent to:

Land and Chemicals Division
Office of Remediation (3LC20)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

ii. Notices required to be sent to DEQ shall be sent to:

Department of Environmental Quality
Office of Remediation Programs

629 East Main Street
Richmond, Virginia 23218

7. Termination or Amendment. This Environmental Covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with UECA. In accordance with § 10.1-1246 of the Code of Virginia, upon the request Owner, or its successor in title, EPA, Holder and Owner, or its successor in title, will remove the activity and use limitations listed in paragraphs 3.A.v. and 3.A.vi., above if the Property is no longer within 100 feet of the contaminated groundwater plume.

8. Enforcement of Environmental Covenant. This Environmental Covenant shall be enforced in accordance with § 10.1-1247 of the Code of Virginia.

SIGNED:

GRANTOR

August 24, 2015
Date

Rare Hospitality International, Inc., a Georgia corporation

By (signature):

[Signature]

Name (printed):

Dave Waechter

Title:

Senior Director – Asset Management

BK5450PG1980

STATE OF FLORIDA)

COUNTY OF ORANGE)

On this 24th day of August 2015, before me, the undersigned officer, personally appeared Dave Waechter, who acknowledged him/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he/she freely executed the same for the purposes therein contained as the Senior Director – Asset Management, Rare Hospitality International, Inc., a Georgia corporation, for and on behalf of said corporation.

In witness whereof, I hereunto set my hand and official seal.



SONIA SADDLER
MY COMMISSION # FF 038932
EXPIRES: August 9, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public

My commission expires:

Registration #:

HOLDER

LSI Corporation, a Delaware corporation

Date _____
By (signature): _____
Name (printed): _____
Title: _____

Anthony E. Maslowski
President + Secretary, Anthony E. Maslowski

STATE OF _____)

COUNTY OF _____)

On this ___ day of _____, 2015, before me, the undersigned officer, personally appeared _____ (name), who acknowledged him/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he/she freely executed the same for the purposes therein contained as the _____ (title), of LSI Corporation, a Delaware corporation, for and on behalf of said corporation.

In witness whereof, I hereunto set my hand and official seal.

see attached

Notary Public

My commission expires:

Registration #:

BK5450PG1981

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

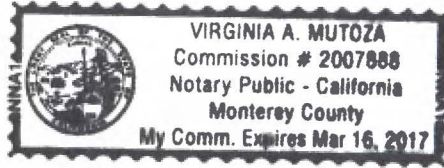
State of California }
County of Santa Clara }

On October 5, 2015, before me, Virginia A. Mutoza, notary public, personally appeared Anthony E. Maslowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Virginia A. Mutoza
Virginia A. Mutoza, Notary Public



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APPROVED by the Environmental Protection Agency as required by § 10.1-1238 et seq. of the Code of Virginia.

Date

By (signature):

Name: John A. Armstead

Title: Director, Land and Chemicals Division
EPA, Region III

STATE OF Pennsylvania

COUNTY OF Philadelphia

On this 24th day of November 2015, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged him/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he/she freely executed the same for the purposes therein contained as the representative of the Environmental Protection Agency, an executive agency of the government of the United States.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My commission expires: August 14, 2018

Registration #:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PATRICIA J. SCHWENKE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 14, 2018

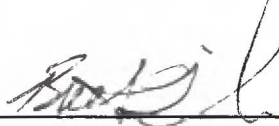


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SEEN AND RECEIVED by the Virginia Department of Environmental Quality as required by § 10.1-1238 et seq. of the Code of Virginia.

Date 10/22/15

By (signature):



Name: Brett Fisher

Title: Team Lead - RCRA CA

BK5450PG1984

SCHEDULE A

COMMENCING AT A POINT BEING A FOUND VDOT MONUMENT AT THE INTERSECTION OF THE EAST LINE OF LABURNUM AVENUE AND THE SOUTH LINE OF THE EAST BOUND RAMP TO INTERSTATE 64 THENCE; CONTINUING ON THE SOUTH LINE OF THE EAST BOUND RAMP TO INTERSTATE 64 NORTH 48°54'04" EAST A DISTANCE OF 27.27 FEET TO A POINT THENCE; SOUTH 41°11'07" EAST A DISTANCE OF 310.35 FEET TO A POINT BEING THE POINT OF BEGINNING THENCE; NORTH 48°48'53" EAST A DISTANCE 20.50 FEET TO A POINT THENCE; NORTH 41°11'07" WEST A DISTANCE OF 4.10 FEET TO A POINT THENCE; NORTH 48°48'17" EAST A DISTANCE OF 336.61 FEET TO A POINT THENCE; NORTH 03°48'52" EAST A DISTANCE OF 52.67 FEET TO A POINT THENCE; SOUTH 86°11'07" EAST A DISTANCE OF 73.96 FEET TO A POINT THENCE; SOUTH 03°48'53" WEST A DISTANCE OF 118.56 FEET TO A POINT THENCE; NORTH 86°11'07" WEST A DISTANCE OF 48.96 FEET TO A POINT THENCE; SOUTH 03°50'18" WEST A DISTANCE OF 173.72 FEET TO A POINT THENCE; SOUTH 48°48'53" WEST A DISTANCE OF 184.82 FEET TO A POINT THENCE; NORTH 41°11'07" WEST A DISTANCE OF 19.90 FEET TO A POINT THENCE; SOUTH 48°48'53" WEST A DISTANCE OF 20.50 TO A POINT THENCE NORTH 41°11'07" WEST A DISTANCE OF 163.00 TO A POINT BEING THE POINT OF BEGINNING AND CONTAINING 62,220 SQUARE FEET OR 1.428 ACRES OF LAND.

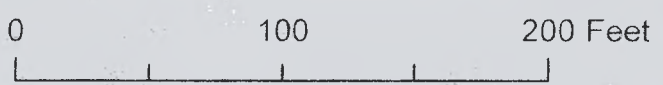
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Longhorn Steakhouse #5350
East Richmond, VA
Parcel 813-718-9467

1 (POB)
2
3

Exhibit B (Property Boundary Figure)

- Longhorn Steakhouse
- Property Corners



10
11
12

4
5
6
7
8

BK 5450 PG 1986



Exhibit C - Property Boundary Coordinates
Longhorn Steakhouse
Decimal Degrees, WGS84

Longitude	Latitude	Point_ID
-77.3589115	37.5302250	1 (POB)
-77.3588577	37.5302616	2
-77.3588669	37.5302701	3
-77.3579843	37.5308706	4
-77.3579700	37.5310148	5
-77.3577157	37.5309988	6
-77.3577479	37.5306742	7
-77.3579162	37.5306848	8
-77.3579635	37.5302091	9
-77.3584482	37.5298795	10
-77.3584928	37.5299211	11
-77.3585465	37.5298845	12
-77.3589115	37.5302250	1 (POB)

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INSTRUMENT # 201600003522
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
FEBRUARY 10, 2016 AT 02:04PM

HEIDI S. BARSHINGER, CLERK
RECORDED BY: ICJ