



engineering and constructing a better tomorrow

August 9, 2010

Ms. Alex Cleary
Program Manager
Georgia Department of Natural Resources
Hazardous Waste Management Branch
Suite 1462, East Tower
2 Martin Luther King Jr. Drive SE
Atlanta, Georgia 30334

**Subject: Voluntary Remediation Plan Application
Metalplate Galvanizing Facility
505 Selig Drive SW
Atlanta, Fulton County, Georgia
HSI Site No. 10204**

Dear Ms. Cleary:

On behalf of Metalplate Galvanizing, L.P., MACTEC Engineering and Consulting, Inc. respectfully submits the attached Voluntary Remediation Plan, completed application form and attached \$5000.00 application fee to enroll the subject site in the Georgia Voluntary Remediation Program.

Please contact Emmet Curtis or Greg Wrenn at 770-421-3400 with any questions you may have regarding this submittal.

Sincerely,

MACTEC Engineering and Consulting, Inc.

For Tyler J. Boyles
with permission
Elizabeth A. Thompson

Tyler J. Boyles
Project Geologist

For Emmet F. Curtis
with permission

Emmet F. Curtis
Project Manager

Gregory J. Wrenn
Gregory J. Wrenn, P.E.
Principal Engineer

cc: Adam Brown, Metalplate Galvanizing, L.P.
Diane Coker, Metalplate Galvanizing, L.P.
Mr. Robert D. Mowrey, Mowrey, Meezan, Coddington, Cloud LLP
Mr. Paul Lynes, Paul Lynes, LLC

Project No. 6128-09-0118

VOLUNTARY REMEDIATION PLAN APPLICATION

**METALPLATE GALVANIZING FACILITY
505 SELIG DRIVE SW
ATLANTA, FULTON COUNTY, GEORGIA
HSI SITE NO. 10204**

Submitted to:

**Georgia Department of Natural Resources
Hazardous Waste Management Branch
Suite 1462, East Tower
2 Martin Luther King Jr. Drive SE
Atlanta, Georgia 30334**

Prepared for:

**Metalplate Galvanizing, L.P.
505 Selig Drive SW
Atlanta, Georgia 30336**

Prepared by:



**MACTEC Engineering and Consulting, Inc.
3200 Town Point Drive NW, Suite 100
Kennesaw, Georgia 30144**

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TABLE OF CONTENTS

	<u>Page</u>
1.0 VOLUNTARY REMEDIATION PLAN APPLICATION FORM AND CHECKLIST	1-1
2.0 BACKGROUND	2-1
2.1 PREVIOUS DOCUMENTS	2-1
2.2 CHRONOLOGY OF EVENTS	2-3
3.0 REGULATED SUBSTANCES	3-1
3.1 MEDIA DELINEATION CONCENTRATION CRITERIA	3-1
4.0 ASSESSMENT ACTIVITIES.....	4-1
4.1 SOIL DATA	4-1
4.2 GROUNDWATER DATA	4-2
4.3 SEDIMENT DATA	4-2
4.4 SURFACE WATER	4-3
5.0 PRELIMINARY CONCEPTUAL SITE MODEL	5-1
5.1 CHARACTERIZATION OF SUBSURFACE GEOLOGY	5-1
5.2 POTENTIAL RECEPTORS AND EXPOSURE PATHWAYS	5-2
5.2.1 Water Usage.....	5-2
5.2.2 Environmental Receptors.....	5-3
5.3 ENVIRONMENTAL CLEANUP STANDARDS.....	5-6
5.3.1 Soil Criteria.....	5-6
5.3.2 Groundwater Criteria	5-7
5.3.3 Sediment Criteria	5-7
5.3.4 Surface Water Criteria	5-7
6.0 PROPOSED CORRECTIVE ACTION.....	6-1
6.1 SOIL	6-1
6.2 GROUNDWATER	6-2
6.3 SEDIMENT AND SURFACE WATER	6-3
7.0 SCHEDULE AND FUTURE SUBMITTALS	7-1
8.0 REFERENCES.....	8-1

LIST OF ATTACHMENTS

TABLES

Table 1:	Delineation Standards for Constituents of Interest
Table 2:	Soil Analytical Results Summary
Table 3:	Groundwater Analytical Results Summary
Table 4:	Sediment Analytical Results Summary
Table 5:	Surface Water Analytical Results Summary

FIGURES

Figure 1:	Subject Property Map
Figure 2:	Concentration of Lead in Soil
Figure 3:	Concentration of Zinc in Soil
Figure 4:	Subject Property Map with Groundwater Analytical Data
Figure 5:	Concentration of Lead in Sediment
Figure 6:	Concentration of Zinc in Sediment
Figure 7:	Surface Water Sampling Locations
Figure 8:	Conceptual Site Model
Figure 9:	Potentiometric Surface Map – September 2009

APPENDICES

Appendix A -	Legal Description and Plat Map
Appendix B -	Laboratory Report
Appendix C -	Gantt Schedule
Appendix D -	Registered Professional Supporting Documentation

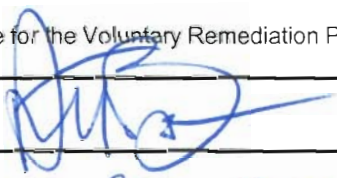
1.0 VOLUNTARY REMEDIATION PLAN APPLICATION FORM AND CHECKLIST

The Georgia Environmental Protection Division (EPD) has set certain criteria for a property and a responsible party to apply for the Voluntary Remediation Program (VRP). Based on our understanding of the Site (Refer to Figure 1) and Metalplate Galvanizing, L.P., as the proposed participant, we conclude that both meet the Voluntary Remediation Program Act's requirements. In accordance with O.C.G.A. § 12-8-105(1), additional qualifying properties which have been affected by the release from the facility and meet the Act's requirements include the following (Refer to Figure 1):

- Parcel ID 14-0059-LL-0170 - Aston Investment Corporation
- CSX Property – CSX Transportation

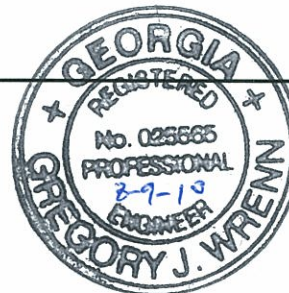
In connection with the performance of its activities to date at the Site under HSRA, Metalplate has previously obtained access to the above mentioned properties. To comply with O.C.G.A. § 12-8-106(1), Metalplate Galvanizing, L.P., anticipates securing additional permissions, to the extent needed, necessary to perform an approved corrective action. Refer to the completed Voluntary Remediation Plan Application Form and Checklist which follows.

Voluntary Remediation Plan Application Form and Checklist

VRP APPLICANT INFORMATION					
COMPANY NAME	Metalplate Galvanizing, L.P.				
CONTACT PERSON/TITLE	Mr. Adam T. Brown, Vice-President – Technical & Environmental Affairs				
ADDRESS	505 Selig Drive SW, Atlanta, Georgia 30336				
PHONE	205-595-4703	FAX	205-595-0027	E-MAIL	adam@metalplate.com
GEORGIA CERTIFIED PROFESSIONAL GEOLOGIST OR PROFESSIONAL ENGINEER OVERSEEING CLEANUP					
NAME	Gregory J. Wrenn		GA PE/PG NUMBER	PE 025565	
COMPANY	MACTEC Engineering and Consulting, Inc.				
ADDRESS	3200 Towne Point Drive NW, Suite 100, Kennesaw, Georgia 30144				
PHONE	770-421-3400	FAX	770-421-3486	E-MAIL	GJWRENN@MACTEC.com
APPLICANT'S CERTIFICATION					
<p>In order to be considered a qualifying property for the VRP:</p> <p>(1) The property must have a release of regulated substances into the environment;</p> <p>(2) The property shall not be:</p> <p style="margin-left: 20px;">(A) Listed on the federal National Priorities List pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601.</p> <p style="margin-left: 20px;">(B) Currently undergoing response activities required by an order of the regional administrator of the federal Environmental Protection Agency; or</p> <p style="margin-left: 20px;">(C) A facility required to have a permit under Code Section 12-8-66.</p> <p>(3) Qualifying the property under this part would not violate the terms and conditions under which the division operates and administers remedial programs by delegation or similar authorization from the United States Environmental Protection Agency.</p> <p>(4) Any lien filed under subsection (e) of Code Section 12-8-96 or subsection (b) of Code Section 12-13-12 against the property shall be satisfied or settled and released by the director pursuant to Code Section 12-8-94 or Code Section 12-13-6.</p> <p>In order to be considered a participant under the VRP:</p> <p style="margin-left: 20px;">(1) The participant must be the property owner of the voluntary remediation property or have express permission to enter another's property to perform corrective action.</p> <p style="margin-left: 20px;">(2) The participant must not be in violation of any order, judgment, statute, rule, or regulation subject to the enforcement authority of the director.</p> <p>I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</p> <p>I also certify that this property is eligible for the Voluntary Remediation Program (VRP) as defined in Code Section 12-8-105 and I am eligible as a participant as defined in Code Section 12-8-106.</p>					
APPLICANT'S SIGNATURE					
APPLICANT'S NAME/TITLE (PRINT)	Adam T. Brown, VP Technical & Environmental Affairs			DATE	August 9, 2010

QUALIFYING PROPERTY INFORMATION			
TAX PARCEL ID	14F-0082-LL-0346	PROPERTY SIZE (ACRES)	8.22
PROPERTY ADDRESS	505 Selig Drive SW		
CITY	Atlanta	COUNTY	Fulton
LATITUDE	33.745436	LONGITUDE	-84.545733
PROPERTY OWNER(S)	Metalplate Galvanizing, L.P.	PHONE #	404-691-0600
MAILING ADDRESS	505 Selig Drive S.W.		
CITY	Atlanta	STATE/ZIP	Georgia 30336
ITEM #	DESCRIPTION OF REQUIREMENT	Location in VRP (i.e. pg., Table #, Figure #, etc.)	For EPD Comment Only (Leave Blank)
1.	\$5,000 APPLICATION FEE IN THE FORM OF A CHECK PAYABLE TO THE GEORGIA DEPARTMENT OF NATURAL RESOURCES.	Attached	
2.	WARRANTY DEED(S) FOR QUALIFYING PROPERTY.	Appendix A	
3.	TAX PLAT OR OTHER FIGURE INCLUDING QUALIFYING PROPERTY BOUNDARIES, ABUTTING PROPERTIES, AND TAX PARCEL IDENTIFICATION NUMBER(S).	Appendix A	
4.	ONE (1) PAPER COPY AND TWO (2) COMPACT DISC (CD) COPIES OF THE VOLUNTARY REMEDIATION PLAN IN A SEARCHABLE PORTABLE DOCUMENT FORMAT (PDF).	Attached	
5.	<p>The VRP participant's initial plan and application must include , using all reasonably available current information to the extent known at the time of application, a graphic three-dimensional preliminary conceptual site model (CSM) including a preliminary remediation plan with a table of delineation standards, brief supporting text, charts, and figures (no more than 10 pages, total) that illustrates the site's surface and subsurface setting, the known or suspected source(s) of contamination, how contamination might move within the environment, the potential human health and ecological receptors, and the complete or incomplete exposure pathways that may exist at the site; the preliminary CSM must be updated as the investigation and remediation progresses and an up-to-date CSM must be included in each semi-annual status report submitted to the director by the participant; a PROJECTED MILESTONE SCHEDULE for investigation and remediation of the site, and after enrollment as a participant, must update the schedule in each semi-annual status report to the director describing implementation of the plan during the preceding period. A Gantt chart format is preferred for the milestone schedule.</p> <p>The following four (4) generic milestones are required in all initial plans with the results reported in the participant's next applicable semi-annual reports to the director. The director may extend the time for or waive these or other milestones in the participant's plan where the director determines, based on a showing by the participant, that a longer time period is reasonably necessary:</p>	Sections 3.0, 4.0, 5.0 and 6.0, Tables 1-5, Figures 1-8 and Appendix C.	

5.a.	Within the first 12 months after enrollment, the participant must complete horizontal delineation of the release and associated constituents of concern on property where access is available at the time of enrollment;	Appendix C	
5.b.	Within the first 24 months after enrollment, the participant must complete horizontal delineation of the release and associated constituents of concern extending onto property for which access was not available at the time of enrollment;	Appendix C	
5.c.	Within 30 months after enrollment, the participant must update the site CSM to include vertical delineation, finalize the remediation plan and provide a preliminary cost estimate for implementation of remediation and associated continuing actions; and	Appendix C	
5.d.	Within 60 months after enrollment, the participant must submit the compliance status report required under the VRP, including the requisite certifications.	Appendix C	
6.	<p>SIGNED AND SEALED PE/PG CERTIFICATION AND SUPPORTING DOCUMENTATION:</p> <p>"I certify under penalty of law that this report and all attachments were prepared by me or under my direct supervision in accordance with the Voluntary Remediation Program Act (O.C.G.A. Section 12-8-101, <u>et seq.</u>). I am a professional engineer/professional geologist who is registered with the Georgia State Board of Registration for Professional Engineers and Land Surveyors/Georgia State Board of Registration for Professional Geologists and I have the necessary experience and am in charge of the investigation and remediation of this release of regulated substances.</p> <p>Furthermore, to document my direct oversight of the Voluntary Remediation Plan development, implementation of corrective action, and long term monitoring, I have attached a monthly summary of hours invoiced and description of services provided by me to the Voluntary Remediation Program participant since the previous submittal to the Georgia Environmental Protection Division.</p> <p>The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."</p> <p><u>Gregory J. Wrenn GA PE # 25565</u> <u>August 9, 2010</u> Printed Name and GA PE/PG Number Date</p> <p><u></u> Signature and Stamp</p>	Appendix D	



2.0 BACKGROUND

The subject property is an approximate 8.22-acre parcel of land at 505 Selig Drive Southwest in Atlanta, Fulton County, Georgia, located just south of the intersection of Selig Drive and Bakers Ferry Road (Refer to Figure 1). This subject property and the surrounding properties are part of Fulton Industrial Boulevard (FIB), as designated by the Fulton County Board of Commissioners under the Georgia Urban Redevelopment Act. Within FIB, the property and surrounding areas are designated for heavy industrial use. In 2010, the Fulton Board of Commissioners approved and adopted a Redevelopment Framework for the FIB that continues, as matter of land use planning, to treat the this portion of the FIB as exclusively heavy industrial and not intended for residential mixed use (as distinguished from other portions of the FIB that have non-industrial land use designations).

The subject property is currently improved with various structures used for office, production and warehouse space. The remainder of the subject property consists of driveways and parking, paved lay down areas, drainage ditches and a detention basin. A legal description of the property and a plat map are included in Appendix A.

Historically, the subject property is reported to have been initially developed in 1965 by Atlantic Steel as a galvanizing facility. Atlantic Steel operated the facility from 1966 until its lease to Metalplate in May 1970. A spent acid treatment system began operation at the facility in 1973, and was discontinued in 1989 when the spent acid began to be shipped off-site for beneficial reuse. Metalplate subsequently purchased the subject property in 1974 and continues to operate the facility as a galvanizing facility.

The subject property has been the subject of a number of environmental assessments conducted between 1984 and 2010, which revealed the presence of lead and/or zinc in soil, sediment, surface water and groundwater. The subject property was listed on the Hazardous Site Inventory as site number 10204 due to the presence of lead in soil. Metalplate has conducted soil remediation in accordance with a plan approved by EPD.

2.1 PREVIOUS DOCUMENTS

This VRP Application is based at least partly on information obtained from the following reports:

- United States Environmental Protection Agency Notification of Hazardous Waste Site – Form 103 C, prepared by Craig-Lynes Chemical Management, Inc, for Metalplate in March 1984.
- United States Environmental Protection Agency Sampling Event in March 1986.
- Letter by Georgia EPD to Metalplate, Listing of the Site on the Hazardous Site Inventory, dated January 29, 1994.
- Hazardous Site Response Act (HSRA) Release Notification, submitted by Metalplate, dated August 10, 1994.
- Letter by Georgia EPD to Metalplate, requesting Compliance Status Report (CSR), dated June 25, 1999.
- Letter requesting the subject property be “delisted” from the Hazardous Site Inventory, submitted by Metalplate, dated August 18, 1999.
- Compliance Status Investigation Report, prepared by Williams Environmental Services, Inc. for Metalplate, dated June 2000.
- Letter by Georgia EPD to Metalplate, Notice of Deficiency following review of Compliance Status Report, dated July 19, 2002.
- Compliance Status Investigation Report, prepared by Williams Environmental Services, Inc. for Metalplate, dated April 13, 2003.
- Letter by Georgia EPD to Metalplate, Notice of Deficiency following review of Compliance Status Report, dated December 4, 2003.
- Compliance Status Investigation Report, prepared by Williams Environmental Services, Inc. for Metalplate, dated June 29, 2004.
- Letter by Georgia EPD to Metalplate, Notice of Deficiency following review of Compliance Status Report, dated February 26, 2006.
- Compliance Status Investigation Report, prepared by PPM Consultants, Inc. for Metalplate, dated June 28, 2007.
- Corrective Action Plan, prepared by PPM Consultants, Inc. for Metalplate, dated August 27, 2007.
- Corrective Action Plan approval letter, prepared by Georgia EPD, dated January 14, 2008.
- Corrective Action Plan Addendum, prepared by PPM Consultants, Inc. for Metalplate, dated March 13, 2008.
- Revised Compliance Status Investigation Report, prepared by PPM Consultants, Inc. for Metalplate, dated May 29, 2008.

- Soil Removal Report, prepared by PPM Consultants, Inc. for Metalplate, dated November 25, 2008.
- Letter by Georgia EPD to Metalplate, Notice of Deficiency following review of Compliance Status Report, dated December 15, 2008.
- Semi-Annual Groundwater Monitoring / Corrective Action Effectiveness Report prepared by PPM Consultants, Inc. for Metalplate, dated May 28, 2009.
- Notice of Deficiencies Response Letter, prepared by PPM Consultants, Inc. for Metalplate, dated May 28, 2009.
- Sediment Sampling Results Letter, prepared by MACTEC for Metalplate, dated July 31, 2009.
- Semi-Annual Groundwater Monitoring / Corrective Action Effectiveness Report prepared by PPM Consultants, Inc. for Metalplate, dated October 27, 2009.
- Letter by Georgia EPD to Metalplate, Progress Reports and Notice of Deficiency Responses, dated March 18, 2010.

2.2 CHRONOLOGY OF EVENTS

In March 1984, Craig-Lynes Chemical Management performed a limited environmental investigation to comply with the United States Environmental Protection Agency's (USEPA) reporting requirements. The limited environmental investigation consisted of collecting four water samples and one sludge sample from within and in the vicinity of Selig Pond. A number of metals were detected in water and sediment samples.

The USEPA performed a facility inspection in 1986 which also consisted of a limited assessment of soil off the subject property near the CSXT railroad spur. The USEPA's off-site soil assessment was primarily focused on the Selig Pond area and consisted of collecting four soil samples. Metalplate representatives were provided split samples during USEPA's assessment. As such, the split samples provided to Metalplate were analyzed for the presence of total lead and zinc and RCRA metals using the toxicity characteristic leaching procedure (TCLP). Only one of the four soil samples reflected a total lead value exceeding 400 milligrams per kilograms (mg/kg). Lead was detected above notification concentration in one soil sample and EPA did not conduct or require further action.

In January 1994, the Georgia EPD evaluated the soil data from the March 1984 Craig-Lynes Chemical Management investigation and the 1986 USEPA facility investigation, as part of the HSRA scoring using

the Reportable Quantity Screening Method (RQSM), resulting in listing on the Hazardous Site Inventory (HSI) as site number 10204 (the “Site”) due to the presence of lead in soil at levels exceeding a reportable quantity. The Site is listed on the HSI for soils only. The RQSM score for the ground water pathway did not exceed the reportable quantity threshold for HSI listing. The Site subject property and surrounding area are served by the public water system and the closest private drinking water well is reportedly located 1.3 miles to the southeast.

On behalf of Metalplate, Williams Environmental Services, Inc. (Williams) and PPM Consultants, Inc. (PPM) performed numerous environmental investigations in conjunction with the subject property being listed on the HSI. Atlantic Steel initially agreed to fund the majority of HSRA compliance costs at the Site in light of the facility’s history, but Atlantic Steel shortly thereafter declared bankruptcy and Metalplate has since that time undertaken these activities on its own. The results of these investigations were documented in various submittals to the Georgia EPD and are discussed in further detail in Sections 4.0 and 5.0.

3.0 REGULATED SUBSTANCES

Results of environmental assessment activities indicate that a release of regulated substances to soil, sediment, surface water and groundwater has occurred at the Site.

According to the May 2008 “Revised Compliance Status Investigation Report” prepared by PPM, the most likely source of the release at the Site was the historical discharge of spent acid wastewater generated during the historical operation as a galvanizing facility until a spent acid treatment system was installed (1966 until 1973).

The regulated substances identified in soil, sediment and surface water include: lead (CAS No. 7439-92-1) and zinc (CAS No. 7440-66-6). As noted, soils have been remediated to meet Type 4 Risk Reduction Standards.

The regulated substances identified in groundwater include: zinc (CAS No. 7440-66-6).

3.1 MEDIA DELINEATION CONCENTRATION CRITERIA

Based on the results of previous subsurface investigations, as reported to the Hazardous Site Response Program (HSRP) and detailed above, the relevant Constituents of Concern (COCs) are lead and zinc.

The soil, sediment, surface water and groundwater delineation concentration criteria are presented in Table 1 for the known COCs. The applicant will update the Delineation Concentration Criteria if additional COCs are identified and/or if one or more of the delineation criteria listed in O.C.G.A. § 12-8-108 is used.

4.0 ASSESSMENT ACTIVITIES

The data collected and the conclusions drawn from Site investigations have been summarized in various submittals to the HSRP which include: June 2007 CSR, August 2007 Soil Removal and Effectiveness Monitoring Plan, May 2008 Revised CSR, November 2008 Soil Removal Report, May 2009 Semi-Annual Groundwater Monitoring / Corrective Action Effectiveness Report and October 2009 Semi-Annual Groundwater Monitoring / Corrective Action Effectiveness Report. As such, the results of these investigations are detailed in the subsequent sections of this report.

4.1 SOIL DATA

The potential for soil contamination was investigated over a period of time between March 1986 and November 2008. The assessment of soil contamination was accomplished through the installation and sampling of drilled soil borings, direct push borings and hand auger borings. The results of the soil laboratory analyses from the previous assessments are summarized in Table 2 and illustrated on Figures 2 and 3.

As discussed earlier, EPD's review of information from historical environmental investigations performed in 1984 and 1986 resulted in the listing on the HSI as Site No. 10204. Subsequently, numerous environmental assessments were conducted at the subject property and in the surrounding area between February 2000 through May 2004, by Williams and again between March 2007 through August 2008, by PPM. During these investigations, a total of 320 samples were analyzed from 147 soil test borings for total lead and zinc. As reported in the July 2010 Screening Level Ecological Risk Assessment (SLERA), many of these samples were collected in the ditch lines and Selig Pond (i.e., sediment samples) and are discussed in Section 4.3.

Soil testing revealed the presence of lead in 17 samples and zinc in 104 samples at concentrations greater than the proposed subject property delineation concentration or Type 1 RRS of 75 mg/kg and 182 mg/kg, respectively. The collected soil testing data was used to outline those soils that were impacted with lead and zinc above the Type 4 RRS. The most significant impacts to soils occurred in the Upper East Ditch and Upper South Ditch. Remediation of the lead and zinc contaminated soil was initiated and completed in August 2008. The remediation consisted of excavation and offsite disposal of approximately 1,555 tons of soil.

The excavation at the Upper East Ditch was extended to depths ranging from approximately one to seven feet (and possibly deeper) below grade and the excavation at the Upper South Ditch was extended to depths ranging from one to three feet below grade. Completion of the remediation activities was confirmed through testing of confirmation samples, as summarized in the November 2008 Soil Removal Report. The confirmation samples were tested for the presence of total lead and zinc. Results of the confirmation testing revealed that the soils are in compliance with the Type 4 RRS.

Restoration in accordance with Metalplate's Storm Water Pollution Prevention Plan was completed on the subject property following receipt of confirmation testing data. The Upper East Ditch and Upper South Ditch were reconstructed and a detention basin connecting the two ditches was constructed on the southeastern portion of the subject property.

4.2 GROUNDWATER DATA

During the course of the various assessments conducted between January 2003 and August 2008, a total of fourteen groundwater monitoring wells were installed at the Site. The groundwater testing results, previously submitted to EPD, are summarized in Table 3 and illustrated on Figure 4.

Because the Site is not listed on the HSI for groundwater, Metalplate anticipates that Code 12-8-107(g)(2) will apply if its VRP participation is otherwise approved. However, the delineation criteria (*i.e.*, Type I RRSs) for lead and zinc are presented in Table 3 for informational purposes. Also, as noted above, the Site is part of the FIB and slated for exclusively industrial use, a determination reaffirmed by the Fulton Board of Commissioners as recently as May 2010 by adoption of a long range FIB plan, and therefore Metalplate expects the area to remain exclusively industrial long into the future.

4.3 SEDIMENT DATA

The potential for sediment impacts from the previous discharge of spent acid wastewater generated during the historical subject property operations was investigated in February/March 2000 and January 2003 by Williams, March 2007 by PPM and again in June 2009 by MACTEC. The complete results of the sediment laboratory analyses are summarized in Table 4 and graphically depicted on Figures 5 and 6.

In February/March 2000 and January 2003, Williams conducted an initial sediment assessment which consisted of collecting 109 sediment samples which were tested for the presence of lead and/or zinc.

Laboratory analytical results revealed the presence of lead in forty samples and zinc in sixty samples at concentrations greater than the USEPA Supplemental Guidance to RAGS: Region 4 Bulletins for Ecological Risk Assessment (USEPA, 2001) sediment screening levels of 30.2 mg/kg and 124 mg/kg, respectively.

In March 2007, PPM conducted supplemental sediment sampling to further explore impacts identified in the Outwash Ditch, Lower West Ditch, Lower East Ditch and Utoy Creek. PPM collected nineteen sediment samples for lead and/or zinc analysis. The results of the supplemental sediment testing identified lead in six samples and zinc in thirteen samples at concentrations greater than the above mentioned sediment screening values (USEPA, 2001). In 2008, EPD requested that Metalplate perform a SLERA.

In June 2009, MACTEC collected additional sediment samples in support for the preparation of the SLERA, which has been submitted along with this VRP Application. MACTEC collected sediment samples at nine locations in Selig Pond and at eight locations in the Middle Ditch. The sediment samples were analyzed for the presence of lead and zinc. The laboratory testing results identified lead in sixteen samples and zinc in all seventeen samples at concentrations greater than the sediment screening values.

4.4 SURFACE WATER

As previously mentioned and documented in the June 2007 CSR and May 2008 Revised CSR, the source of the COCs at the Site is most likely the result of the previous discharge of spent acid wastewater generated during historical operations when Atlantic Steel owned the facility. In addition to evaluating the sediment condition at the Site, Williams and PPM assessed surface water conditions. A total of nineteen surface water samples were collected during the previous investigations, fifteen of which were collected from the various subject property ditches, one from Selig Pond and three from Utoy Creek. The surface water samples were analyzed for the presence of lead and/or zinc. The results of the surface water testing identified lead in four samples and zinc in seventeen samples above the Georgia In-Stream Water Quality Criteria of 0.0012 mg/L and 0.065 mg/L, respectively. The results of the surface water laboratory analyses are summarized in Table 5 and illustrated on Figure 7.

During MACTEC's June 2009 sediment sampling event performed in conjunction with the SLERA, MACTEC noted the presence of water in the Lower West Ditch approximately 420 feet west/northwest of Selig Pond and the absence of water upstream in Middle Ditch and Small Ditch (Figure 1). The water

observed in the Lower West Ditch may potentially indicate a localized presence of a groundwater and surface water interaction.

To consider further the potential groundwater and surface water interaction, MACTEC reviewed in further detail the groundwater assessments that have been conducted at the subject property. The earliest groundwater assessment was conducted by Williams in 2003 and included the installation of five groundwater monitoring wells (MW-1 through MW-5), one to the north of the Metalplate facility in the parking area and four south of the Metalplate facility near Selig Pond. In May 2004, Williams installed an additional shallow monitoring well (MW-6) and a deep bedrock monitoring well (MW-6D) to the east of the Selig Pond area. PPM further assessed the groundwater conditions at the subject property through the installation of six shallow groundwater monitoring wells (MW-7 through MW-12) in May 2007 and one deep bedrock monitoring well (MW-13D) in May 2008. In accordance with semi-annual groundwater reporting requirements, the latest groundwater testing indicated zinc was detected in wells MW-2, MW-3, MW-5 and MW-7 at concentrations ranging from 4 mg/L up to 47.2 mg/L. Additionally, zinc was also present in one of the two bedrock monitoring wells (MW-13D) at a concentration of 18.8 mg/L. Zinc concentrations in groundwater may be impacting surface water on the subject property. Based on the results of the previous groundwater assessments, lead has not been detected in any of the monitoring wells above the laboratory reporting limit of 0.010 mg/L. Therefore, lead concentrations in groundwater are not impacting surface water.

5.0 PRELIMINARY CONCEPTUAL SITE MODEL

A Conceptual Site Model (CSM) has been prepared using the data obtained during investigative activities at the Site, from the numerous previous reports identified above, and from reviews of published literature. The CSM will be updated and refined as a more thorough understanding of the Site conditions are assimilated. The CSM is graphically presented as Figure 8.

5.1 CHARACTERIZATION OF SUBSURFACE GEOLOGY

The property is located in the Piedmont Geologic Region of the Appalachian Province. The Piedmont parallels the eastern edge of the North American continent south of New England and east of the Blue Ridge Geologic Region. The Piedmont is the non-mountainous part of the Appalachians, and slopes generally from the mountains toward the Coastal Plain. In general, the northwest boundary of the Piedmont is at the foot of the mountains. The southeastern boundary is located where the crystalline rocks of the Piedmont are overlain by the younger marine sediments of the Coastal Plain. The Piedmont landscape typically consists of rolling terrain of gentle slope, cut or bounded by valleys of steeper slope and greater depth.

The Site is mapped by the Georgia Geologic Survey as being underlain by late Precambrian to early Paleozoic bedrock of the Ben Hill Granite of the Atlanta Group (McConnell and Abrams, 1984). The Ben Hill Granite in the area of the Site is mapped as consisting of a coarse-grained, porphyritic muscovite-biotite quartz-plagioclase-microcline granite. The residual soils present in this geologic area have been formed by the in-place chemical and physical weathering of the parent rock types. Weathering is facilitated by fractures, joints, and by the presence of less resistant rock types. The typical residual soil profile consists of clayey soils near the ground surface, where soil weathering is more advanced, transitioning to sandy silts and silty sands that generally become harder with depth to the top of parent rock.

Numerous investigative borings have been completed at the Site. The soil test borings generally encountered residual soils with a few isolated locations of fill soil. The fill, where present, is underlain by typical residual soils and the depth to bedrock, as previously reported, was encountered at a depth ranging from near surface to 28 feet in the bedrock well, MW-13D.

In the Piedmont Geologic Region, groundwater generally occurs under water table conditions and is stored in the overlying mantle of residuum and in the structural features (i.e., joints, fractures, faults)

present in the underlying rock. Recharge to the water table occurs primarily through precipitation infiltrating the upper soils and percolating downward, under the influence of gravity, to the groundwater table. Typically, the water table is not a level surface, but a subdued reflection of the land surface. Depth to the water table is variable, being dependent on many factors which include: the amount of rainfall, the permeability of the soil, the extent of fracturing in the underlying rock, and the amount of groundwater being pumped from the underlying aquifer.

As stated earlier, the water table is generally a subdued replica of the topographic surface. Therefore, groundwater is expected to flow from northwest to southeast. The depth to groundwater was most recently measured in April 2010 as part of the semi-annual groundwater monitoring. The depth to groundwater ranged from approximately 3.19 feet to 39.10 feet and the demonstrated groundwater flow direction is to the southeast. As previously reported to EPD in the October 2009 Semi-Annual Groundwater Monitoring / Corrective Action Effectiveness Report, the water table surface is shown on Figure 9 and confirms a general groundwater flow direction to the southeast.

5.2 POTENTIAL RECEPTORS AND EXPOSURE PATHWAYS

The information presented in the sections is restated from previous reports and, in part, supplemented by recent research and data collected in support of the preparation of the SLERA.

5.2.1 Water Usage

According to the May 2008 CSR, Geotek Engineering Company, Inc. conducted a water usage survey to identify drinking water sources within a one mile radius of the Site. Three industrial non-drinking water wells were identified within ½ to 1 mile of the Site. According to EPD's evaluation, one private drinking water well was reportedly located approximately 1.3 miles downgradient from the Site. Based on the demonstrated groundwater impact area as shown on Figure 4, the potential exposure to potable drinking water wells was regarded as low. Using the "Guidance Manual for Reportable Quantities Screening Method" dated February 10, 1994, and considering the private drinking water well reportedly located approximately 1.3 miles downgradient from the Site, a release to groundwater exceeding a reportable quantity does not exist

5.2.2 Environmental Receptors

The Site is located in an industrial developed area and human health exposure on the Site is limited to industrial worker exposure. The Site is within the Fulton Industrial Boulevard (FBI) area and is part of the FIB that the Fulton Board of Commissioners has designated exclusively for heavy industrial use. Accordingly, the Site is surrounded by industrial and commercial property and includes and a railroad corridor. Pockets of undeveloped vegetated land are present and are potentially subject to further industrial development. Drainage features are located to the south of the facility and include ditches along active and inactive railroads and Selig Pond (a shallow pond approximately 0.5 acres in size). The entirety of the undeveloped, vegetated area surrounding Selig Pond and the drainage features is suitable for plant life. An active railroad track and cleared corridor exists approximately 40 feet south of the pond and runs along the entirety of the southern side of the pond and ditch/drainage area. An inactive railroad also exists just north of the active railroad and runs adjacent to the drainage/ditch area.

The Upper East Ditch and the Upper South Ditch flow to the southeast into the Stormwater Detention Pond which was constructed in 2008 (Figure 1). Prior to this time, stormwater flowed into the Middle Ditch as well as into the western ditchline leading to the Outwash Area. The new Stormwater Detention Pond outfall only discharges water to the Middle Ditch which flows to the west into Small Ditch which carries water to the Lower West Ditch and into Selig Pond. All drainage upstream of the Lower South Ditch is ephemeral. The Lower South Ditch and Selig Pond are perennial in nature. When water leaves Selig Pond to the west it flows through the Lower East Ditch which is ephemeral until it flows beneath the railroad tracks and changes direction from south to east. At this eastern turn the drainage ditch joins with a second drainage ditch on the south side of the first set of railroad tracks. The Lower East Ditch has perennial flow from this point downstream to Utoy Creek. There is a Zinc TMDL associated with Utoy Creek (TMDL Evaluation for Utoy Creek; GAEPD, 2003).

A biological reconnaissance was conducted at the Site in March 2009. The Site and surrounding area are located within the modified continental climate zone. Typical characteristics of this climate are large variations in temperature and precipitation throughout the year. The area usually has warm summers and mild winters. The mean winter temperature is approximately 45 degrees Fahrenheit (°F). The mean summer temperature is approximately 88°F. Precipitation varies throughout the year, with the greatest amount of rainfall typically in March and July. Average precipitation is approximately 50.3 inches (Weatherbase, 2010).

Potential receptors include terrestrial flora and fauna. A search for threatened and endangered species was performed for Fulton County, Georgia through the U.S. Fish and Wildlife Service (USFWS), and the results are shown in Table 3-1 of the SLERA, which was submitted at the same time as this VRP Application (MACTEC, 2010).

Flora

The dominant vegetation in this area consists of mature and immature trees of various species, which provide a complete and dense canopy, with an understory that includes saplings, shrubs, vines, and ground cover. The species assemblages are typical of those found in mixed pine-hardwood forests and along pond fringes in the southeast. Observed canopy tree species include red maple (*Acer rubrum*), water oak (*Quercus nigra*), sweetgum (*Liquidambar styraciflua*), tulip poplar (*Liriodendron tulipifera*), loblolly pine (*Pinus taeda*), sycamore (*Platanus occidentalis*), and black willow (*Salix nigra*). Saplings and shrubs are found in the understory layer. Understory species include saplings of canopy species, mimosa (*Albizia julibrissin*), flowering dogwood (*Cornus florida*), mulberry (*Morus rubra*), black cherry (*Prunus serotina*), and sassafras (*Sassafras albidum*). Additional species in the woody vine and ground layer include trumpet creeper (*Campsis radicans*), honeysuckle (*Lonicera japonica*), Nepalese browntop (*Microstegium vimineum*), greenbrier (*Smilax rotundifolia*), blackberry (*Rubus* sp.), Virginia creeper (*Parthenocissus quinquefolia*), poison ivy (*Toxicodendron radicans*), poison oak (*Toxicodendron quercifolia*), and various grasses. Understory and ground cover are not dense, except near the woodland and pond edges.

Flora listed as threatened and endangered in Fulton County include two vascular plant species, bay star-vine (*Schisandra glabra*) and Piedmont barren strawberry (*Waldsteinia lobata*) (USFWS, 2004). These species are not likely to be present given the extremely limited suitable habitat area available. Bay star-vine requires rich alluvial wood communities, which are not present at this Site. Piedmont barren strawberry requires rocky acidic woods along streams with mountain laurel and is rarely found in drier upland oak-hickory-pine woods, which are also not present at the site.

Terrestrial Fauna

During the habitat assessment, it was noted that animal life was neither abundant nor diverse. The isolation of the forested area due to surrounding industrial and commercial land use and the presence of

the active railroad contribute to fragmented habitats and the possible lack of diverse and prominent animal life.

The only threatened and endangered avian fauna species listed in Fulton County is the bald eagle (*Haliaeetus leucocephalus*). Based on the availability of suitable habitat, representative receptor classes include insectivorous mammals and birds. In addition to these receptor classes, medium-size omnivorous mammals were considered because the forested area is a suitable habitat for such receptors. During the habitat assessment, dog, deer, and raccoon tracks were observed within the drainage/ditch area.

Aquatic Fauna

Potentially impacted aquatic receptors also may include amphibians and benthic macroinvertebrates. The volumes and depths of water in Selig Pond are sufficient to support fish; however, no fish were observed at the time of the habitat assessment. Fish were not expected in this small drainage pond due to the lack of connectivity to other surface water bodies potentially containing fish. Surrounding ditches provide ephemeral flows following rainfall events but would not support year-round use by aquatic fauna. Threatened and endangered vertebrate aquatic fauna listed include the bluestripe shiner (*Cyprinella callitaenia*), Cherokee darter (*Etheostoma scotti*), and highscale shiner (*Notropis hypsilepis*). All three listed fish species live in streams or rivers, so no suitable habitat is present in the project area. The only threatened and endangered invertebrate fauna listed is the gulf moccasinshell mussel (*Medionidus pencillatus*) and shiny-rayed pocket mussel (*Hamiota subangulata*) (USFWS, 2004). None of the above listed species have been observed within Selig Pond. No threatened and endangered amphibian species are listed for Fulton County. However, aquatic insects were noted as actively living along the edges of the Selig Pond. These insects include water striders (*Gerridae*) and two species of dragonflies (*Aeshnidae*). Blood worms (*Glycera*), the larval form of the non-biting midges, were observed in the sediment samples during sample collection. However, no other benthic macroinvertebrates were observed in the sediment samples.

Exposure Media

The primary media of concern for these environmental receptors are surface soil, sediment, and surface water. An exposure assessment was evaluated and reported in the June 2007 CSR and May 2008 Revised CSR which included evaluating both sediment and surface water. A total of 127 sediment samples and 19 surface water samples were collected and tested for the presence of lead and/or zinc. The results of the

5.3.2 Groundwater Criteria

One HSRA regulated constituent, zinc, was detected in groundwater at the Site. The applicable RRS for zinc was presented in the June 2007 CSR and the May 2008 CSR, and groundwater zinc concentrations have slightly exceeded Type 4 RRSs in certain locations. In connection with the VRP, Metalplate anticipates that Code 12-8-107(g)(2) will apply.

5.3.3 Sediment Criteria

Two regulated constituents, lead and zinc, were detected in sediment above their respective sediment screening value (USEPA, 2001) during previous environmental assessments. The applicable criteria for the constituents detected in sediment are presented in the SLERA, which has also been submitted along with this VRP Application. The applicable criteria for lead in sediments would be the Oak Ridge National Laboratory's Toxicological Benchmark for Screening Contaminants of Potential Concern for Effects in Sediment-Associated Biota concentration of 396 mg/kg (ORNL, 1997). The applicable criteria for zinc in sediments would be the consensus-based probable effects concentration for zinc of 459 mg/kg (MacDonald et al., 2000).

5.3.4 Surface Water Criteria

Two regulated constituents, lead and zinc, were detected in surface water above the Georgia In-Stream Water Quality Criteria during previous environmental assessments. The applicable instream criteria for the constituents detected in surface water are the Georgia Instream Water Quality Criteria which are summarized on Table 1 (GAEPD, 2008).

sediment laboratory analyses are summarized in Table 4 and illustrated on Figures 5 and 6. The surface water testing results are summarized in Table 5 and illustrated on Figure 7.

Based on the documented presence of COCs in surface water and sediment, EPD requested Metalplate conduct a SLERA to evaluate potential habitats for both terrestrial and aquatic species. Sediment associated with the drainage ditches and pond potentially constitutes a media of concern for benthic macroinvertebrates. As such, MACTEC collected sediment samples in June 2009 from the Upper South Ditch, upper portion of the Lower West Ditch and the Lower East Ditch from the 0-6 inch depth interval which is the typical interval evaluated for ecological receptors. This sampling was performed because the majority of previous samples were collected on one foot depth intervals. The sediment samples were tested for the presence of lead and zinc. As reported to EPD in July 2009, the results of the sediment sampling activities are summarized in Table 4 and are illustrated on Figures 5 and 6.

Based on the results of the latest sediment sampling activities, MACTEC recommended an additional sediment assessment in order to evaluate post restoration concentration trends on the subject property. However, in EPD's notice of deficiency letter dated March 18, 2010, EPD requested the applicant submit a SLERA by July 30, 2010. As such, the applicant has completed the SLERA and submitted the requested document with this VRP Application.

5.3 ENVIRONMENTAL CLEANUP STANDARDS

The Site is comprised of industrial property in Atlanta, Georgia. The Site lies in an industrial park adjacent to an active rail-line. As part of the Fulton Industrial Boulevard area, the Fulton County Commission has designated the Site and nearby properties for exclusively industrial use. Therefore, non-residential RRS apply for soil and groundwater. Furthermore, the applicable criteria for sediment and surface water are documented in the SLERA and are also presented below.

5.3.1 Soil Criteria

Two HSRA regulated constituents, lead and zinc, were detected in soil above HSRA notification concentrations (NC) during previous environmental assessments. The applicable RRS for the constituents detected in soil were presented in the June 2007 CSR and the May 2008 CSR. Soil removal was conducted and completed in August, 2008. EPD concurred in a March 18, 2010 letter that, as a result, the Site is in compliance with the Type 4 RRS (GAEPD, 2010).

6.0 PROPOSED CORRECTIVE ACTION

It is Metalplate's objective, to remove the subject property from the HSI through implementation of an efficient voluntary remediation plan that is protective of human health and the environment. This section outlines the proposed correction actions anticipated to satisfy the requirements set forth in the Georgia Voluntary Remediation Program Act.

6.1 SOIL

A CAP was submitted to EPD in August 2007 and was approved by EPD via a letter dated January 14, 2008.

Based on previous documentation, extensive soil testing has been conducted on the Site to identify those soils impacted with lead and zinc above the Type 4 RRS. The delineated extent of impacted soils exceeding the Type 4 RRS was identified in the Upper East Ditch and Upper South Ditch. During the implementation of the approved CAP, soil corrective actions were conducted consisting of the excavation and off-site disposal of approximately 1,555 tons of impacted soil. Completion of the remediation activities were confirmed through testing of confirmation samples, as summarized in the November 2008 Soil Removal Report.

Following completion of the soil corrective action activities, restoration was completed in accordance with Metalplate's Storm Water Pollution Prevention Plan. The Upper East Ditch and Upper South Ditch were reconstructed and a detention basin, connecting the two ditches, was constructed on the southeastern portion of the subject property.

In summary, EPD concurred in a March 18, 2010 letter that the horizontal and vertical delineation of regulated constituents in soils have been delineated to the soil delineation concentration criteria. Additionally, EPD concurred that the soil on the Site is in compliance with the Type 4 RRS. However, as noted in EPD's letter, the adjacent property owner of tax parcel ID 14-0059-LL-017, Aston Investment Corporation, is required to limit the use of that property to non-residential. As noted above, Metalplate has previously secured access for its HSRA activities, and Metalplate anticipates securing the appropriate agreements and permissions in connection with ongoing discussions to enable the performance of the proposed plan.

In the event that an agreement with the adjacent owner is not reached, the soil conditions on tax parcel ID 14-0059-LL-017 may be further evaluated, which could include additional soil sampling and analysis for the constituents detailed in Section 3.0. Identified areas of impacted soil above applicable cleanup standards will be remediated to demonstrate compliance with applicable criteria, which may incorporate provisions of the VRP, including but not limited to code sections 12-8-102 and 12-8-108.

6.2 GROUNDWATER

As described in Section 4.4, one regulated constituent, zinc, has been detected in the groundwater above the proposed site delineation concentration (Type 1 RRS) and documented through various submittals to the Georgia EPD. In accordance with semi-annual groundwater reporting requirements, the latest groundwater testing indicated zinc was detected in wells MW-2, MW-3, MW-5 and MW-7 at concentrations ranging from 4 mg/L up to 47.2 mg/L, as compared to a Type 4 RRS of 31 mg/L.. Additionally, zinc was also present in one of the two bedrock monitoring wells (MW-13D) at a concentration of 18.8 mg/L.

EPD requested installation of an additional vertical delineation well, or in the alternative, the submission of this VRP application. Accordingly, an additional vertical well has not been installed. However, upon learning of an existing deep process water well operated by Metalplate, MACTEC recommended sampling of that well to further assess vertical delineation issues, and a sample was collected on July 22, 2010. The process well is located on the subject property in the parking area north of the Metalplate facility (Figure 1). The process well, constructed in 1973, reportedly is cased to approximately 80 feet and is then open-hole to a total depth of approximately 820 feet. The process well reportedly provides approximately 1,000 gallons per day for industrial usage at the facility. A submersible pump is set at 100 feet below ground surface. The zinc groundwater concentration in the sample collected from the process well was 0.079 mg/L. The sample results are attached as Appendix B. Based on the process well sampling results, the vertical extent of zinc in groundwater appears to be adequately delineated.

As discussed in Section 4.4, MACTEC noted the presence of water in the Lower West Ditch approximately 420 feet west/northwest of Selig Pond and the absence of water upstream in Middle Ditch and Small Ditch (Figure 1) during a June 2009 sampling event. The water observed in the Lower West Ditch may potentially indicate a localized presence of a groundwater and surface water interaction..

As such, additional assessment activities will be performed in order to assess the potential for groundwater and surface water interaction in connection with the observed surface water exceedances for zinc. Initially, a level survey will be conducted in the area of the Lower West Ditch to establish surface elevations and the groundwater depth will be measured in each of the existing wells. This information will be used to both develop a current potentiometric surface map of groundwater. Based upon the initial elevation survey, additional monitoring wells may be required to further evaluate groundwater/surface water interaction.

As noted above, Metalplate anticipated that Code Section 12-8-107(g)(2) will apply. However, Metalplate intends to evaluate the potential that groundwater discharge to surface water is contributing to the identified sediment/surface water impacts, as is discussed further in Section 6.3. Also, as noted, Metalplate will implement to the extent required a restrictive covenant to prohibit the potable use of groundwater on the subject property.

6.3 SEDIMENT AND SURFACE WATER

An exposure assessment was conducted to identify potential receptors that may be susceptible to exposure to property-related contaminants. The subject property is surrounded by industrialized and commercial land, and a railroad corridor and includes pockets of vegetated land that may be the subject of future industrial development. Drainage features are located to the south of the facility and include ditches along active and inactive railroads and Selig Pond (a shallow pond approximately 0.5 acres in size). The entirety of the undeveloped, wooded area surrounding Selig Pond and the drainage features is suitable for plant life. An active railroad track and cleared corridor exists approximately 40 feet south of the pond and runs along the entirety of the southern side of the pond and ditch/drainage area. An old, inactive railroad also exists just north of the active railroad and runs adjacent to the drainage/ditch area.

Based on the presence of COCs in surface water and sediment, a SLERA was requested by EPD to evaluate potential habitats for both terrestrial and aquatic species. In accordance with EPD's request, the applicant has completed the SLERA and submitted the requested document with this VRP Application.

As detailed in the SLERA, zinc identified in sediments, surface soil, and surface water may present potential risk to ecological receptors at the Site. However, this potential risk is limited by the lack of prevalent habitat, specifically, benthic macroinvertebrates in drainage ditch sediments with intermittent water coverage and in Selig Pond. Nevertheless, Metalplate intends to address the identified areas of

impacted sediment above applicable cleanup standards. Subject to additional evaluation, Metalplate expects that removing impacted sediment will directly reduce sediment risks and may also help reduce surface water concentrations, further reducing the likelihood of adverse ecological effects from the Site.

Following the EPD's review of the SLERA, further evaluation of surface water conditions at the subject property may be necessary. As such, the remediation strategy for addressing surface water will evolve as a more thorough understanding of the relationship between groundwater and surface water is developed. If it is determined that additional remediation activities are appropriate and necessary to address potential groundwater contribution to surface water impacts, Metalplate will evaluate strategies, including in particular, establishing a "zero discharge" system wherein impacted groundwater and/or surface water runoff is captured and re-used in an on-site process. This water would be used to replace, in part, water from the on-site process water well, and in addition to use in Metalplate's ordinary processes, would be considered for use in a roof washing, cooling, and evaporation system, and/or discharged to the nearby publicly owned treatment works (POTW).

7.0 SCHEDULE AND FUTURE SUBMITTALS

A Gantt Schedule has been prepared in accordance with EPD's revised application process and is presented in Appendix C. Upon acceptance of this application, Metalplate will proceed with the planned activities. A semi-annual report along with an updated Conceptual Site Model will be submitted within six months of acceptance and will continue throughout the duration of this project.

Upon completion of the planned activities, a CSR will be submitted to EPD for review. The CSR will be prepared in accordance with the statute and applicable rules. At the time of submittal, it is anticipated that certification of compliance with applicable soil criteria will be made along with a request for delisting from the HSI.

8.0 REFERENCES

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TABLES

TABLE 1
SITE DELINEATION CONCENTRATION CRITERIA
METALPLATE GALVANIZING FACILITY
Atlanta, GA

Soil Delineation Concentration Criteria, mg/kg	
Lead (mg/kg)	75 ^a
Zinc (mg/kg)	182 ^a
Groundwater Delineation Concentration Criteria, mg/L	
Lead (mg/L)	0.015 ^b
Zinc (mg/L)	2.0 ^b
Sediment Delineation Concentration Criteria, mg/kg	
Lead (mg/kg)	30.2 ^c
Zinc (mg/kg)	2.0 ^c
Surface Water Delineation Concentration Criteria, mg/kg	
Drainage Ditches and Selig Pond	
Lead (mg/L)	0.010 ^d
Zinc (mg/L)	0.36 ^d
Utoy Creek Confluence	
Lead (mg/L)	0.0061 ^d
Zinc (mg/L)	0.24 ^d
Utoy Creek	
Lead (mg/L)	0.00099 ^d
Zinc (mg/L)	0.058 ^d

Notes:

a - Appendix III Table 2 (GAEPD, 2003)

b - Appendix III Table 1 (GAEPD, 2003)

c - USEPA. Supplemental Guidance to RAGS. Region 4 Bulletins, Ecological Risk Assessment.

d - GAIWQC- Georgia Instream Water Quality Criteria

TABLE 2
SOIL ANALYTICAL RESULTS SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Depth	Date	Lead	Zinc
Delineation Criteria (Type 1 RRS)			75	182
B-6	0-1	2/28/2000	14.0	64.5
B-28	0-1	2/28/2000	29.8	149
B-28	1-2	2/28/2000	7.61	161
B-29	0-1	2/28/2000	240	487
B-29	1-2	2/28/2000	34.1	3,480
B-35	0-1	5/4/2000	14.7	162
B-36	0-1	5/4/2000	14.2	63.5
B-37	0-1	5/4/2000	10.2	76.9
B-38	0-1	5/4/2000	14.6	31.5
B-39	0-1	5/4/2000	18.3	63.3
HA-102-0-1	0-1	3/13/2007	12.8	379
HA-102-1-2	1-2	3/13/2007	–	69.9
HA-103-0-1	0-1	3/13/2007	12.4	59.7
HA-105-0-1	0-1	3/13/2007	7.27	204
HA-105-1-2	1-2	3/13/2007	–	115
HA-106-0-1	0-1	3/14/2007	21.4	573
HA-106-1-2	1-2	3/14/2007	–	419
HA-107-0-1	0-1	3/14/2007	15.7	142
HA-108-0-1	0-1	3/14/2006	20.8	109
HA-109-0-1	0-1	3/14/2007	41.4	185
HA-109-1-2	1-2	3/14/2007	65.9	361
HA-209-0-1	0-1	3/14/2007	12.7	92.4
HA-210-0-1	0-1	3/14/2007	15.6	261
HA-210-1-2	1-2	3/14/2007	–	366
HA-210-2-3	2-3	3/14/2007	–	268
HA-210-3-4	3-4	3/14/2007	–	304
HA-211-0-1	0-1	3/14/2007	9.97	148
HA-212-0-1	0-1	3/14/2007	9.86	194
HA-212-1-2	1-2	3/14/2007	--	188
HA-212-2-3	2-3	3/29/2007	12.0	211
HA-212-3-4	3-4	3/29/2007	--	253
HA-213-0-1	0-1	3/14/2007	11.1	121
HA-214-0-1	0-1	3/15/2007	9.82	222
HA-214-1-2	1-2	3/15/2007	12.3	–
HA-215-0-1	0-1	3/15/2007	42.9	130
HA-215-1-2	1-2	3/15/2007	<5.61	–

TABLE 2
SOIL ANALYTICAL RESULTS SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Depth	Date	Lead	Zinc
Delineation Criteria (Type 1 RRS)			75	182
HA-216-0-1	0-1	3/15/2007	14.8	237
HA-216-1-2	1-2	3/15/2007	–	234
HA-216-2-3	2-3	3/15/2007	–	246
HA-216-3-4	3-4	3/15/2007	–	716
HA-217-0-1	0-1	3/15/2007	10.9	257
HA-217-1-2	2-Jan	3/15/2007	–	86.1
HA-218-0-1	0-1	3/15/2007	45.8	384
HA-218-1-2	1-2	3/15/2007	10.9	316
HA-218-2-3	2-3	3/15/2007	–	149
HA-224-0-1	0-1	3/14/2007	44.2	423
HA-224-1-2	1-2	3/14/2007	9.10	346
HA-224-2-3	2-3	3/14/2007	–	654
HA-226-0-1	0-1	3/20/2007	18.6	75.0
HA-227-0-1	0-1	3/20/2007	18.2	69.6
HA-228-0-1	0-1	3/20/2007	16.4	79.0
HA-229-0-1	0-1	3/20/2007	–	164
HA-230-0-1	0-1	3/20/2007	–	143
HA-231-0-1	0-1	3/20/2007	–	129
HA-232-0-1	0-1	3/21/2007	–	50.4
HA-233-01	0-1	3/21/2007	–	53.5
HA-234-0-1	0-1	3/21/2007	–	64.3
HA-235-0-1	0-1	3/20/2007	11.0	–
HA-238-0-1	0-1	3/29/2007	17.0	75.0
HA-243-0-1	0-1	3/4/2008	9.00	–
HA-249-0-1	0-1	4/10/2008	–	577
HA-249-1-2	1-2	4/10/2008	–	247
HA-249-2-3	2-3	4/10/2008	–	111
HA-250-0-1	0-1	4/10/2008	–	238
HA-250-1-2	1-2	4/10/2008	–	110
HA-251-0-1	0-1	4/10/2008	–	217
HA-251-1-2	1-2	4/10/2008	–	167
HA-252-0-1	0-1	4/10/2008	–	177
HA-253-0-1	0-1	4/10/2008	–	430
HA-253-1-2	1-2	4/10/2008	–	152
HA-254-0-1	0-1	4/10/2008	–	254
HA-254-1-2	0-1	4/10/2008	–	80
HA-255-0-1	0-1	4/10/2008	–	103

TABLE 2
SOIL ANALYTICAL RESULTS SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Depth	Date	Lead	Zinc
Delineation Criteria (Type 1 RRS)			75	182
DP-111-0-1	0-1	3/16/2007	9.84	804
DP-111-1-2	1-2	3/16/2007	–	692
DP-111-2-3	2-3	3/16/2007	–	539
DP-111-3-6	3-4	3/16/2007	–	366
DP-112-0-1	0-1	3/16/2007	<4.37	1,220
DP-112-1-2	1-2	3/16/2007	–	237
DP-112-2-3	2-3	3/16/2007	–	48.4
DP-113-0-1	0-1	3/16/2007	4.83	83.7
DP-114-0-1	0-1	3/16/2007	20.9	386
DP-114-1-2	1-2	3/16/2007	–	418
DP-114-2-3	2-3	3/16/2007	–	325
DP-115-0-1	0-1	3/20/2007	–	195
DP-115-1-2	1-2	3/20/2007	–	115
DP-118-0-1	0-1	3/16/2007	14.2	1,990
DP-118-1-2	1-2	3/16/2007	–	3,240
DP-118-2-3	2-3	3/16/2007	–	684
DP-118-3-4	3-4	3/16/2007	–	480
DP-119-0-1	0-1	3/16/2007	18.7	77.8

Notes:

Units in milligrams per kilogram (mg/kg)

RRS- Risk Reduction Standard

mg/kg- milligrams per kilogram

Bold- Concentration above Type 1 RRS

"-" - Not Analyzed

Prepared By/Date: MDH 06/29/10

Checked By/Date: EFC 06/29/10

TABLE 3
GROUNDWATER ANALYTICAL RESULTS SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Date	Total Lead	Total Zinc
Delineation Criteria (Type 1 RRS)		0.015	2.0
MW-1	01/13/03	<0.010	0.121
	03/29/07	-	0.0789
	09/10/08	-	0.372
	12/16/08	-	-
	03/18/09	-	-
	06/24/09	-	0.0389
	09/25/09	-	0.0210
	04/15/10	-	0.0215
MW-2	01/09/03	<0.010	20.5
	01/28/03	-	31.4
	03/29/07	-	13.4
	09/09/08	-	11.0
	12/16/08	-	9.17
	03/18/09	-	7.25
	06/23/09	-	7.48
	09/24/09	-	8.36
	04/15/10	-	35.10
MW-3	02/13/03	-	130
	01/07/04	<0.010	-
	03/29/07	-	48.5
	09/09/08	-	62.5
	12/16/08	-	132
	03/18/09	-	114
	06/23/09	-	62.0
	09/24/09	-	118
	04/15/10	-	47.2

TABLE 3
GROUNDWATER ANALYTICAL RESULTS SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Date	Total Lead	Total Zinc
Delineation Criteria (Type 1 RRS)		0.015	2.0
MW-4	02/12/03	-	0.03
	01/06/04	<0.010	-
	03/28/07	-	0.0844
	09/09/08	-	<0.020
	12/16/08	-	<0.020
	03/18/09	-	<0.020
	06/23/09	-	<0.020
	09/24/09	-	<0.020
	04/15/10	-	<0.020
MW-5	02/13/03	-	5.9
	01/06/04	<0.010	-
	03/29/07	-	6.59
	09/09/08	-	14.1
	12/16/08	-	19.2
	03/19/09	-	17.8
	06/23/09	-	2.44
	09/24/09	-	17.2
	04/15/10	-	4
MW-6	05/28/04	<0.010	<0.020
	03/28/07	-	0.048
	09/09/08	-	0.028
	12/17/08	-	<0.020
	03/18/09	-	0.0235
	06/23/09	-	<0.020
	09/25/09	-	<0.020
	04/15/10	-	0.058
MW-6D	05/28/04	<0.010	0.04
	03/28/07	-	0.056
	09/09/08	-	0.0493
	12/17/08	-	<0.020
	03/18/09	-	<0.020
	06/23/09	-	0.0453
	09/25/09	-	<0.020
	04/15/10	-	<0.020

TABLE 3
GROUNDWATER ANALYTICAL RESULTS SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Date	Total Lead	Total Zinc
Delineation Criteria (Type 1 RRS)		0.015	2.0
MW-7	03/27/07	-	37.1
	09/08/08	-	48.8
	12/17/08	-	24.8
	03/19/09	-	8.46
	06/23/09	-	40.0
	09/24/09	-	10.9
	04/15/10	-	12.7
MW-8	03/30/07	-	<0.020
	03/10/08	<0.010	-
	09/10/08	-	<0.020
	12/17/08	-	<0.020
	03/19/09	-	<0.020
	06/24/09	-	<0.020
	09/25/09	-	<0.020
MW-9	04/15/10	-	<0.020
	03/30/07	-	<0.020
	09/09/08	-	<0.020
	12/17/08	-	<0.020
	03/18/09	-	0.0211
	06/23/09	-	<0.020
	09/25/09	-	<0.020
MW-10	04/15/10	-	<0.020
	03/30/07	-	<0.020
	03/06/08	<0.010	-
	09/08/08	-	<0.020
	12/17/08	-	<0.020
	03/19/09	-	<0.020
	06/24/09	-	<0.020
	09/25/09	-	<0.020
	04/15/10	-	<0.020

TABLE 3
GROUNDWATER ANALYTICAL RESULTS SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Date	Total Lead	Total Zinc
Delineation Criteria (Type 1 RRS)		0.015	2.0
MW-11	03/30/07	-	<0.020
	09/10/08	-	<0.020
	12/17/08	-	<0.020
	03/19/09	-	<0.020
	06/24/09	-	<0.020
	09/25/09	-	0.175
	04/15/10	-	<0.020
MW-12	03/30/07	-	0.0759
	09/10/08	-	<0.020
	12/17/08	-	0.044
	03/19/09	-	0.0214
	06/24/09	-	<0.020
	09/25/09	-	<0.020
	04/15/10	-	well destroyed
MW-13D	03/10/08	<0.010	9.80
	09/09/08	-	9.12
	12/16/08	-	9.53
	03/18/09	-	10.1
	06/23/09	-	12.8
	09/24/09	-	13.7
	04/15/10	-	18.8
DW-1 (Dissolved Concentrations)	07/22/10	<0.010	0.079

Notes:

Units in milligrams per liter (mg/L)

RRS - Risk reduction standard

NTUs - Nephelometric Turbidity Units

mg/L - milligrams per liter

Bold - Concentration above a Type 1 RRS

"-" - Not Analyzed

Prepared By/Date: MDH 08/04/10

Checked By/Date: EFC 08/04/10

TABLE 4
SEDIMENT ANALYTICAL SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Depth	Date	Lead	Zinc
Sediment Screening Level^a			30.2	124
BG-2	0-0.3	3/1/2000	24.00	314
BG-2	0-1	2/29/2000	5.88	714
BG-2-1-2	1-2	3/22/2007	-	239
BG-2-2-2.5	2-2.5	3/22/2007	-	255
BG-2R	0-0.5	6/18/2009	307	1180
BG-3	0-0.4	3/1/2000	32.9	509
BG-3	0-1	2/29/2000	5.3	385
BG-3-1-1.75	1-1.75	1/28/2003	-	293
BG-3R	0-0.5	6/18/2009	256	3820
BG-4	0-0.3	3/1/2000	43.1	520
BG-4	0-1	2/29/2000	8.6	723
BG-4R	0-0.5	6/18/2009	28.8	165
BG-5	0-0.3	3/1/2000	68.7	414
BG-5	0-1	2/29/2000	10.0	1220
BG-5-0-1	0-1	1/10/2003	12.4	342
BG-5-1-2	1-2	1/28/2003	-	149
BG-5R	0-0.5	6/18/2009	28.8	165
B-4	0-1	2/28/2000	9.47	101
B-5	0-1	2/28/2000	144	1500
B-5	1-2	2/28/2000	92.9	254
B-7	0-1	2/28/2000	58.1	372
B-7	1-2	2/28/2000	27.1	979
B-8	0-1	2/28/2000	64.4	363
B-8	1-2	2/28/2000	25.0	144
B-9	0-1	2/28/2000	11.3	29.2
B-10	0-1	2/28/2000	104	569
B-10-0-1	1-2	1/10/2003	87.3	584
B-10	2-3	2/28/2000	15.8	156
B-11	0-1	2/28/2000	58.6	803
B-11	1-2	2/28/2000	10.4	68.0
B-12	0-1	2/28/2000	7.83	26.1
B-13	0-1	2/28/2000	11.6	233
B-13	1-2	2/28/2000	-	288
B-13	2-3	5/4/2000	-	185
B-14	0-1	2/28/2000	128	542
B-14-0-1	0-1	1/10/2003	108	542
B-14	1-2	2/20/2000	19.9	537

TABLE 4
SEDIMENT ANALYTICAL SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Depth	Date	Lead	Zinc
Sediment Screening Level^a			30.2	124
B-15	0-1	2/28/2000	33.9	438
B-16	0-1	2/28/2000	162	187
B-16	1-2	2/28/2000	183	771
B-17	0-1	2/28/2000	205	1250
B-17-0-1	0-1	1/10/2003	28.2	37.3
B-17	1-2	2/28/2000	16.5	131
B-18A	0-1	2/28/2000	11.0	408
B-18A	1-2	2/28/2000	-	123
B-18B	0-1	2/28/2000	10.7	262
B-18B	1-2	2/28/2000	-	304
B-18B	2-3	5/4/2000	-	376
B-19	0-1	2/28/2000	173	498
B-19-0-1	0-1	1/10/2003	77.1	196
B-19	1-2	2/28/2000	101	257
B-20	0-1	2/28/2000	39.9	245
B-20	1-2	2/28/2000	49.4	272
B-21	0-1	2/28/2000	91.7	625
B-21	1-2	2/28/2000	591	1590
B-22	0-1	2/28/2000	103	650
B-22	1-2	2/28/2000	92.9	228
B-23	0-1	2/28/2000	117	982
B-24	0-1	2/28/2000	48.7	796
B-24-1-2	1-2	1/10/2003	79	1350
B-25	0-1	2/28/2000	113	272
B-25	1-2	2/28/2000	46.8	186
B-26	0-1	2/28/2000	26.2	145
B-26	1-2	2/28/2000	12.0	-
B-27	0-1	2/28/2000	12.0	138
B-30	0-1	2/28/2000	16.5	139
B-31	0-1	2/29/2000	14.3	113
B-31	0-1	2/29/2000	21.3	178
B-31	1-2	2/29/2000	29.3	-
B-32	0-1	2/29/2000	26.0	127
B-32	0-1	3/1/2000	56.9	148
B-32	1-2	2/29/2000	73.2	-

TABLE 4
SEDIMENT ANALYTICAL SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Depth	Date	Lead	Zinc
Sediment Screening Level^a			30.2	124
B-33	0-1	2/29/2000	53.9	533
B-33	0-1	2/29/2000	13.0	333
B-33	1-2	2/28/2000	7.93	-
B-33-1-2	1-2	3/21/2007	-	380
B-33-2-3	2-3	3/21/2007	-	314
B-34	0-1	2/29/2000	37.2	171
B-34	0-1	2/29/2000	9.65	61
B-41-0-1	0-1	1/7/2003	32.3	870
B-41-0-1 (RE)	0-1	1/7/2003	-	296
B-42-0-1	0-1	1/7/2003	50.7	175
B-43-SED	0-1	1/7/2003	59.1	438
B-43-0-1	1-2	1/7/2003	58.6	460
B-43-1-2	2-3	1/7/2003	5.51	263
B-44-SED	0-2	1/7/2003	350	850
B-44-0-1	2-3	1/7/2003	17.7	669
B-44-1-2	3-4	1/7/2003	-	893
B-44-2-2.5	4-4.5	1/7/2003	-	774
B-45-SED	0-2	1/7/2003	13.7	105
B-45-0-1	2-3	1/7/2003	12.4	53.1
B-46-SED	0-2	1/7/2003	61.8	892
B-46-0-1	2-3	1/7/2003	23.3	475
B-46-1-2	3-4	1/7/2003	-	44.2
B-48-SED	0-1	1/9/2003	205	1170
B-48-0-1	1-2	1/9/2003	94.3	319
B-48-1-2	2-3	1/9/2003	48.6	-
B-48-2-3	3-4	1/9/2003	104	-
B-48R	0-0.5	6/18/2009	115	1250
B-49-SED	0-1	1/9/2003	319	5930
B-49-0-1	1-2	1/9/2003	39.9	781
B-49-1-2	2-3	1/9/2003	18.4	2240
B-49-2-3	3-4	1/9/2003	-	2470
B-49-3-4	4-5	1/9/2003	-	4230
B-49R	0-0.5	6/18/2009	171	2220
B-50-SED	0-3	1/9/2003	150	519
B-51-SED	0-2.5	1/9/2003	14.2	259
B-51-0-0.5	2.5-3	1/9/2003	5.3	505
HA-201-0-1	0-1	3/12/2007	7.99	88.6

TABLE 4
SEDIMENT ANALYTICAL SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Depth	Date	Lead	Zinc
Sediment Screening Level^a			30.2	124
HA-202-0-1	0-1	3/12/2007	6.41	60.9
HA-203-0-1	0-1	3/13/2007	10.7	68.2
HA-204-0-1	0-1	3/13/2007	7.88	83.4
HA-206-0-1	0-1	3/12/2007	21.8	219
HA-206-1-2	1-2	3/12/2007	-	252
HA-206-2-2.75	2-2.75	3/12/2007	-	579
HA-207-0-1	0-1	3/12/2007	39.8	283
HA-207-1-2	1-2	3/12/2007	32.2	178
HA-207-2-3	2-3	3/12/2007	-	307
HA-208-0-1	0-1	3/13/2007	146	299
HA-208-1-2	1-2	3/13/2007	38.6	161
HA-208-2-3	2-3	3/13/2007	100	-
HA-208-3-4	3-4	3/13/2007	29.2	-
HA-222-0-1	0-1	3/15/2007	192	1750
HA-222R	0-0.5	6/18/2009	365	3700
HA-223R	0-0.5	6/18/2009	506	4580
PS-1	0-1	3/8/2000	305	2,950
PS-1	1-2	3/8/2000	270	1,120
PS-1R	0-0.5	6/18/2009	219	9460
PS-2	-	3/8/2000	187	1730
PS-2R	0-0.5	6/18/2009	181	5430
PS-3	-	3/8/2000	719	1670
PS-3R	0-0.5	6/18/2009	133	1680

TABLE 4
SEDIMENT ANALYTICAL SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Depth	Date	Lead	Zinc
Sediment Screening Level^a			30.2	124
PS-4	-	3/8/2000	527	2800
PS-4R	0-0.5	6/18/2009	309	15100
PS-5	-	3/8/2000	237	2580
PS-5R	0-0.5	6/18/2009	122	1410
PS-6	-	3/8/2000	330	3290
PS-6R	0-0.5	6/18/2009	176	7770
PS-7	-	3/8/2000	196	2710
PS-7R	0-0.5	6/18/2009	185	1780
PS-8	-	3/8/2000	797	2090
PS-8R	0-0.5	6/18/2009	188	2640
PS-9	-	3/8/2000	287	2440
PS-9R	0-0.5	6/18/2009	180	4900

Notes:

Units in milligrams per kilogram (mg/kg)

a - USEPA. Supplemental Guidance to RAGS. Region 4 Bulletins, Ecological Risk Assessment.

mg/kg- milligrams per kilogram

Bold- Concentration above Sediment Screening Limit

"-" - Not Analyzed

Prepared By/Date: MDH 07/07/10

Checked By/Date: EFC 07/07/10

TABLE 5
SURFACE WATER ANALYTICAL RESULTS SUMMARY
METALPLATE GALVANIZING FACILITY
Atlanta, Georgia

Sample ID	Date	Hardness	Dis. Lead	Dis. Zinc
GAIWQC		373	0.010	0.36
SW-1	01/09/03	673	0.598	2.1
SW-2	01/09/03	387	0.642	3.51
SW-3	01/09/03	20.3	0.013	51.9
SW-4	01/09/03	50.9	<0.01	29.7
SW-5	01/09/03	171	0.064	59.8
SW-102	03/12/07	602	<0.01	121
SW-103	03/12/07	485	<0.01	95.2
SW-104	03/13/07	215	<0.01	38.6
SW-105	03/12/07	204	<0.01	37.7
SW-201	03/05/08	591	—	149
SW-202	03/05/08	577	—	145
SW-203	03/05/08	16.8	—	0.0302
SW-204	05/16/08	905	—	251
SW-204R	07/22/10	962	<0.01	283
SW-205	05/16/08	735	—	159
SW-206	05/16/08	42.8	—	15.4
SW-207	05/16/08	285	—	67.2
Utoy Creek Confluence				
GAIWQC		229	0.0061	0.2
SW-101	03/12/07	229	<0.01	37.3
Utoy Creek				
GAIWQC		43.1	0.00099	0.058
SW-106	03/19/07	44.5	—	<0.020
SW-107	03/19/07	41.7	—	0.169

Notes:

Units in milligrams per liter (mg/L)

GAIWQC- Georgia Instream Water Quality Criteria

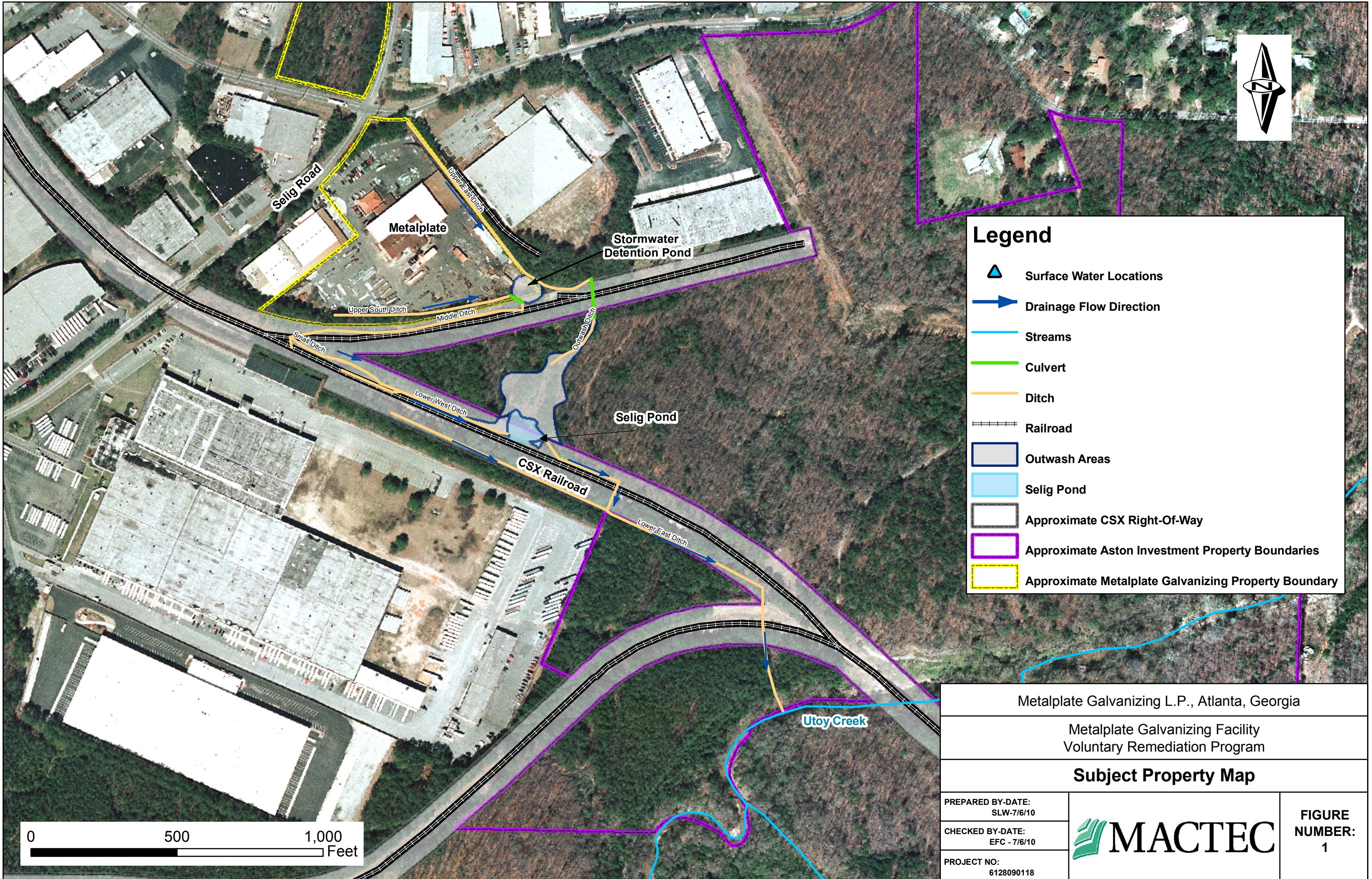
Bold- concentration above GAIWQC

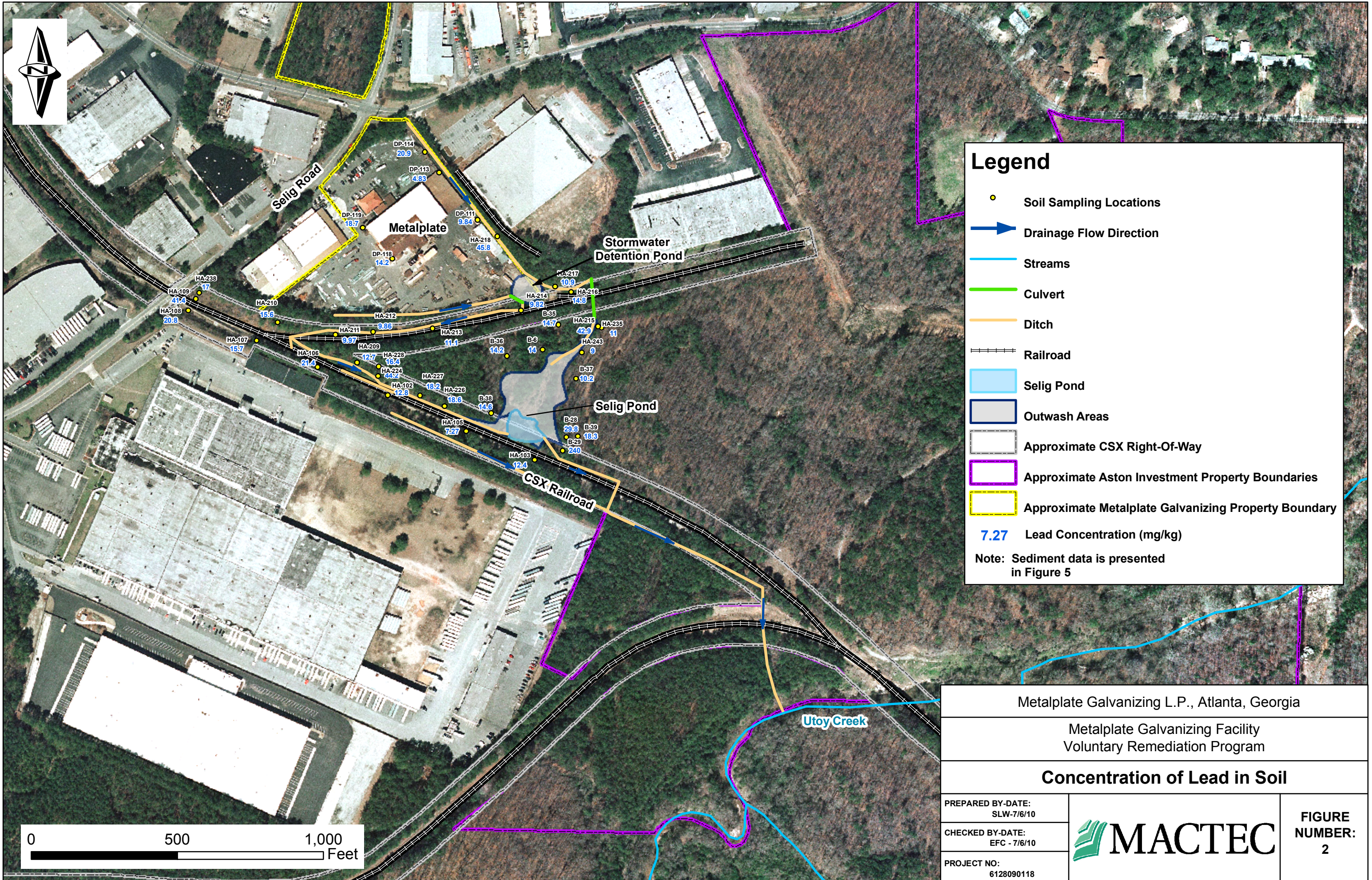
"—" - Not Analyzed

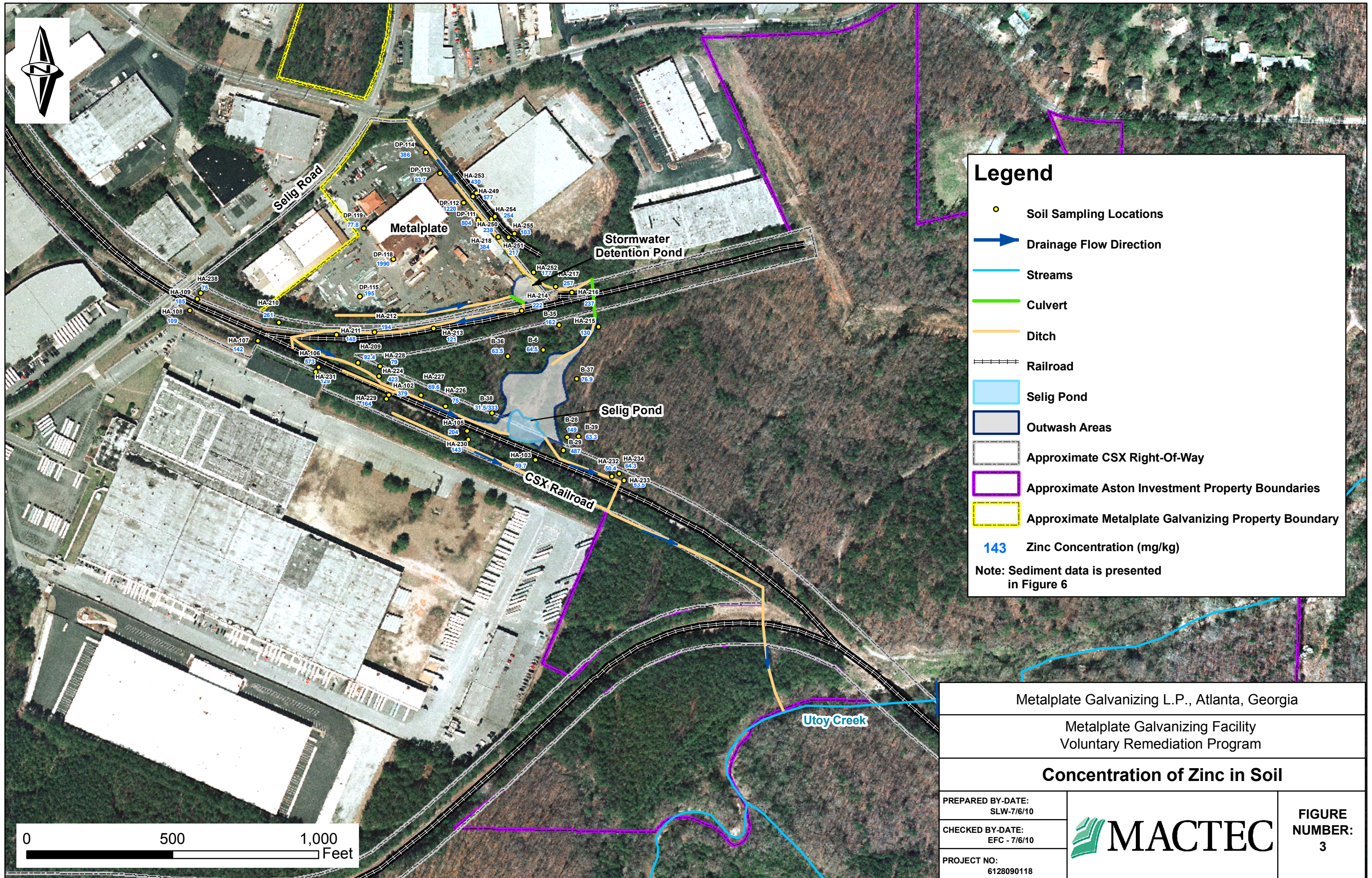
Prepared By/Date: MDH 08/04/10

Checked By/Date: EFC 08/04/10

FIGURES







0 500 1,000 Feet



Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-1	01/13/03	<0.010	0.121
	03/29/07	-	0.0789
	09/10/08	-	0.372
	12/16/08	-	-
	03/18/09	-	-
	06/24/09	-	0.0389
	09/25/09	-	0.0210
	04/15/10	-	0.0215

Sample ID	Date	Dissolved Lead (mg/L)	Dissolved Zinc (mg/L)
DW-1	07/22/10	<0.010	0.08

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-7	03/27/07	-	37.1
	09/08/08	-	48.8
	12/17/08	-	24.8
	03/19/09	-	8.46
	06/23/09	-	40.0
	09/24/09	-	10.9
	04/15/10	-	12.7

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-5	02/13/03	-	5.9
	01/06/04	<0.010	-
	03/29/07	-	6.59
	09/09/08	-	14.1
	12/16/08	-	19.2
	03/19/09	-	17.8
	06/23/09	-	2.44
	09/24/09	-	17.2
	04/15/10	-	4

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-11	03/30/07	-	<0.020
	09/10/08	-	<0.020
	12/17/08	-	<0.020
	03/19/09	-	<0.020
	06/24/09	-	<0.020
	09/25/09	-	0.175
	04/15/10	-	<0.020

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-10	03/30/07	-	<0.020
	03/06/08	<0.010	-
	09/08/08	-	<0.020
	12/17/08	-	<0.020
	03/19/09	-	<0.020
	06/24/09	-	<0.020
	09/25/09	-	<0.020
	04/15/10	-	<0.020

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-12	03/30/07	-	0.0759
	09/10/08	-	<0.020
	12/17/08	-	0.044
	03/19/09	-	0.0214
	06/24/09	-	<0.020
	09/25/09	-	<0.020

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-3	02/13/03	-	130
	01/07/04	<0.010	-
	03/29/07	-	48.5
	09/09/08	-	62.5
	12/16/08	-	132
	03/18/09	-	114
	06/23/09	-	62.0
	09/24/09	-	118
	04/15/10	-	47.2

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-8	03/30/07	-	<0.020
	03/10/08	<0.010	-
	09/10/08	-	<0.020
	12/17/08	-	<0.020
	03/19/09	-	<0.020
	06/24/09	-	<0.020
	09/25/09	-	<0.020
	04/15/10	-	<0.020

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-2	01/09/03	<0.010	20.5
	01/28/03	-	31.4
	03/29/07	-	13.4
	09/09/08	-	11.0
	12/16/08	-	9.17
	03/18/09	-	7.25
	06/23/09	-	7.48
	09/24/09	-	8.36
	04/15/10	-	35.10

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-9	03/30/07	-	<0.020
	09/09/08	-	<0.020
	12/17/08	-	<0.020
	03/18/09	-	0.0211
	06/23/09	-	<0.020
	09/25/09	-	<0.020
	04/15/10	-	<0.020

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-4	02/12/03	-	0.03
	01/06/04	<0.010	-
	03/28/07	-	0.0844
	09/09/08	-	<0.020
	12/16/08	-	<0.020
	03/18/09	-	<0.020
	06/23/09	-	<0.020
	09/24/09	-	<0.020
	04/15/10	-	<0.020

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-13D	03/10/08	<0.010	9.80
	09/09/08	-	9.12
	12/16/08	-	9.53
	03/18/09	-	10.1
	06/23/09	-	12.8
	09/24/09	-	13.7
	04/15/10	-	18.8

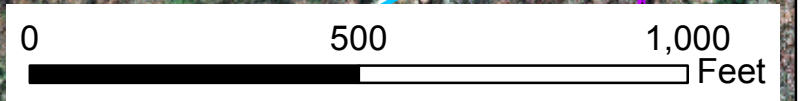
Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-6D	05/28/04	<0.010	0.04
	03/28/07	-	0.056
	09/09/08	-	0.0493
	12/17/08	-	<0.020
	03/18/09	-	<0.020
	06/23/09	-	0.0453
	09/25/09	-	<0.020
	4/14/2010	-	<0.020

Legend

- Monitoring Wells
- Culvert
- Ditch
- Streams
- Railroad
- Selig Pond
- Outwash Areas
- Approximate CSX Right-Of-Way
- Approximate Aston Investment Property Boundaries
- Approximate Metalplate Galvanizing Property Boundary

130 Concentration Above Type 4 RRS

Sample ID	Date	Total Lead (mg/L)	Total Zinc (mg/L)
MW-6	05/28/04	<0.010	<0.020
	03/28/07	-	0.048
	09/09/08	-	0.028
	12/17/08	-	<0.020
	03/18/09	-	0.0235
	06/23/09	-	<0.020
	09/25/09	-	<0.020
	04/15/10	-	0.058



Metalplate Galvanizing L.P., Atlanta, Georgia

Metalplate Galvanizing Facility
Voluntary Remediation Program

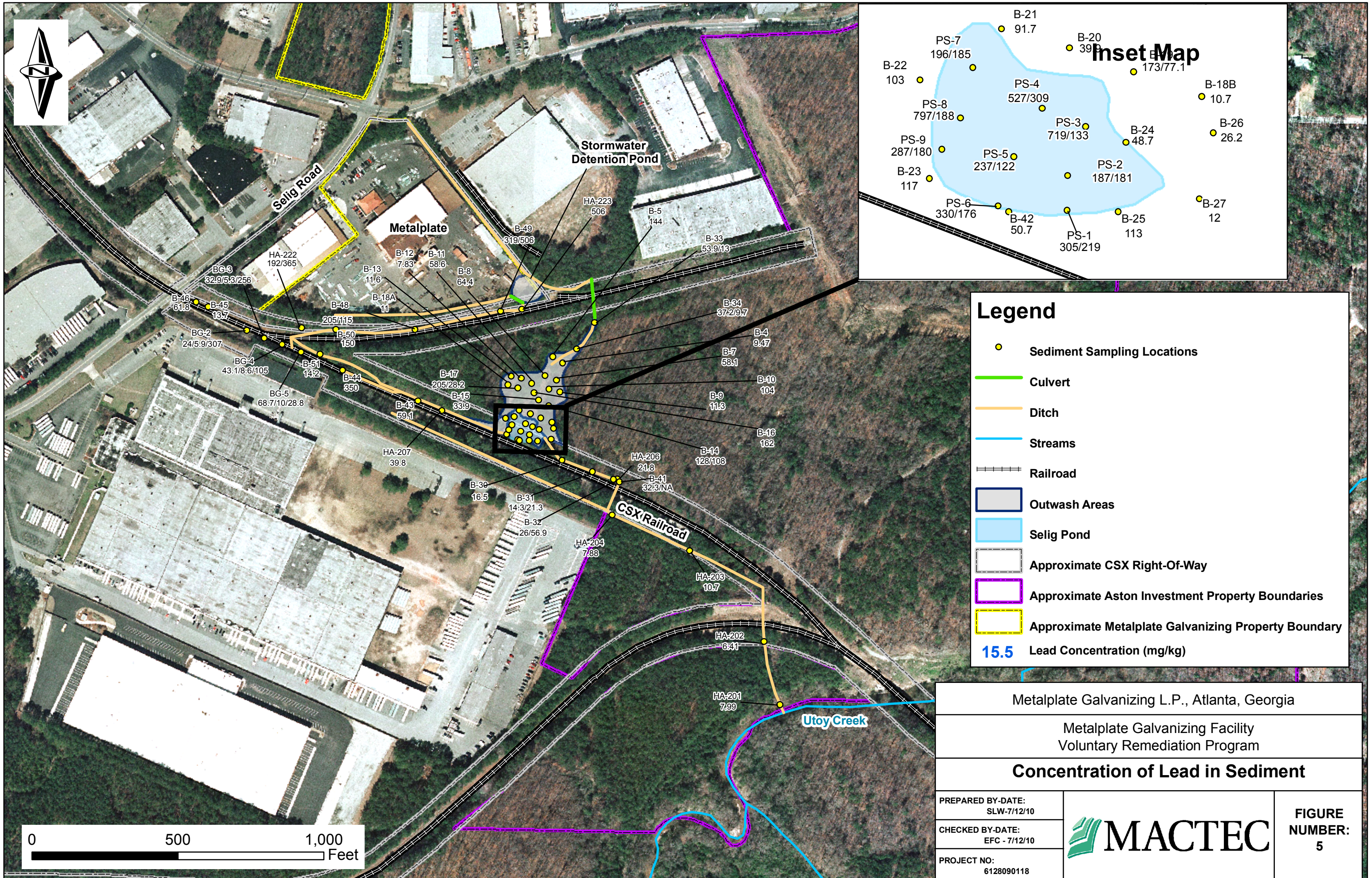
Subject Property Map with Groundwater Analytical Data

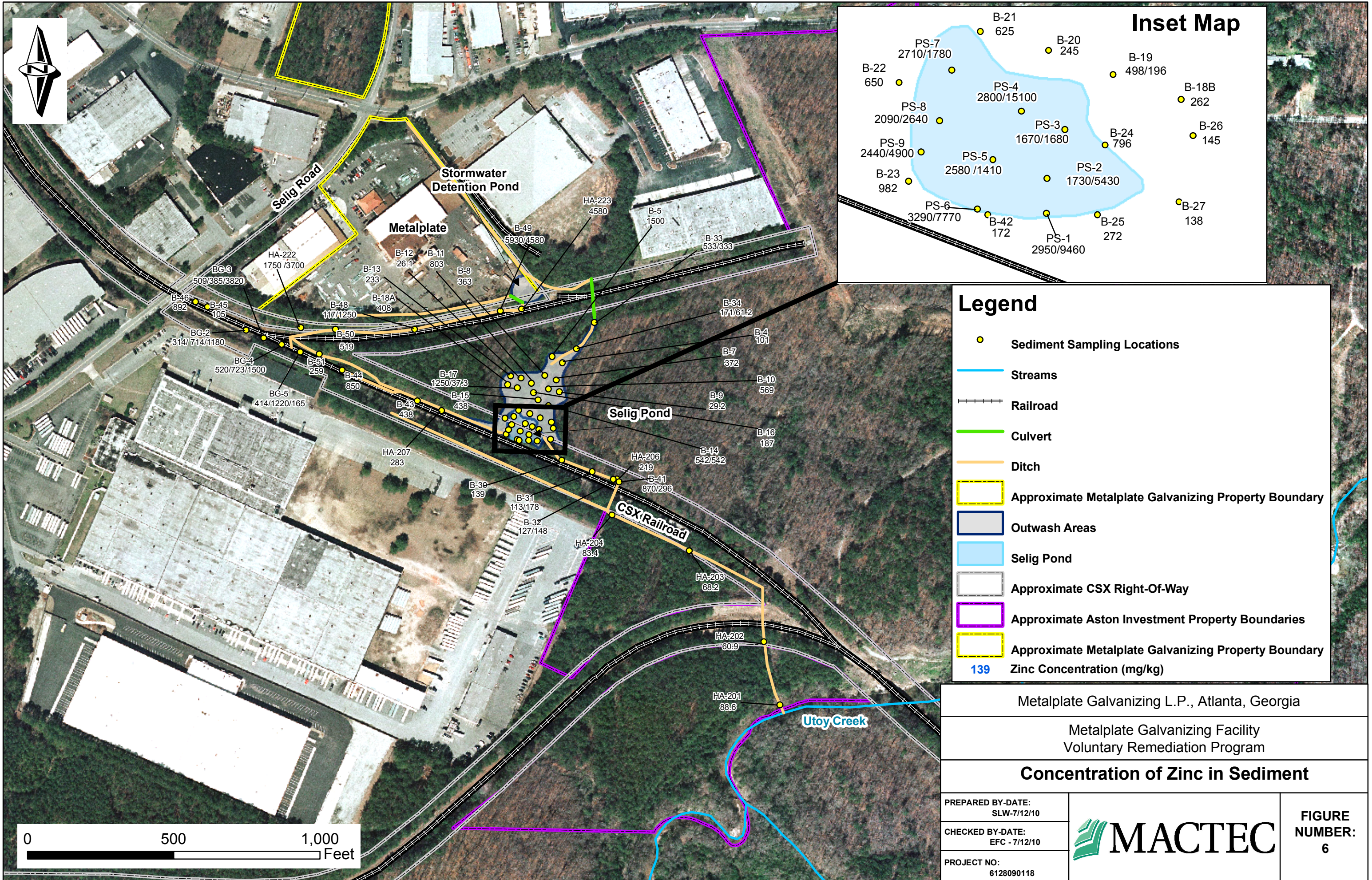
PREPARED BY-DATE:
SLW-7/6/10

CHECKED BY-DATE:
EFC - 7/6/10

PROJECT NO:
6128090118

FIGURE
NUMBER:
4





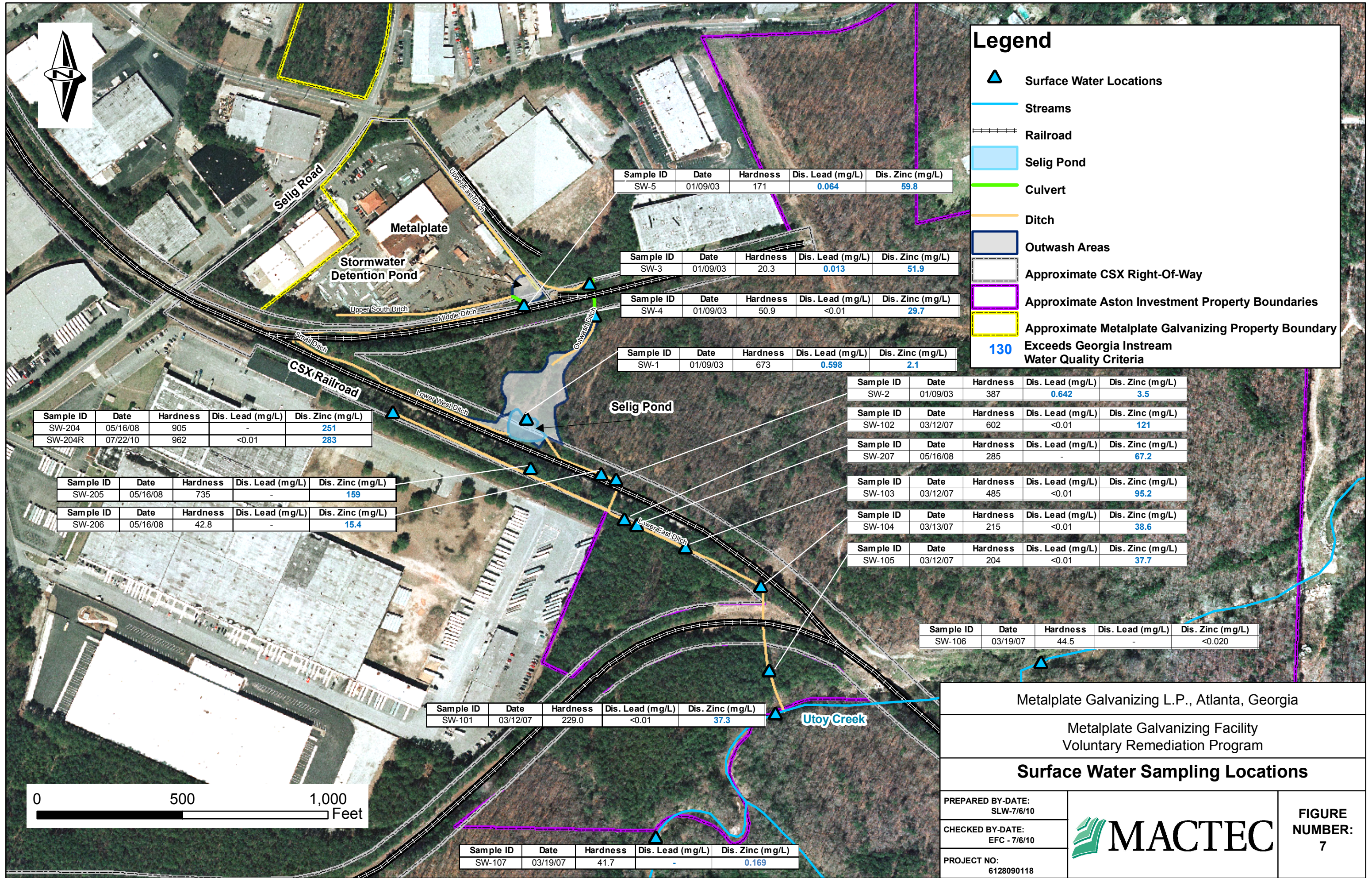
Metalplate Galvanizing L.P., Atlanta, Georgia

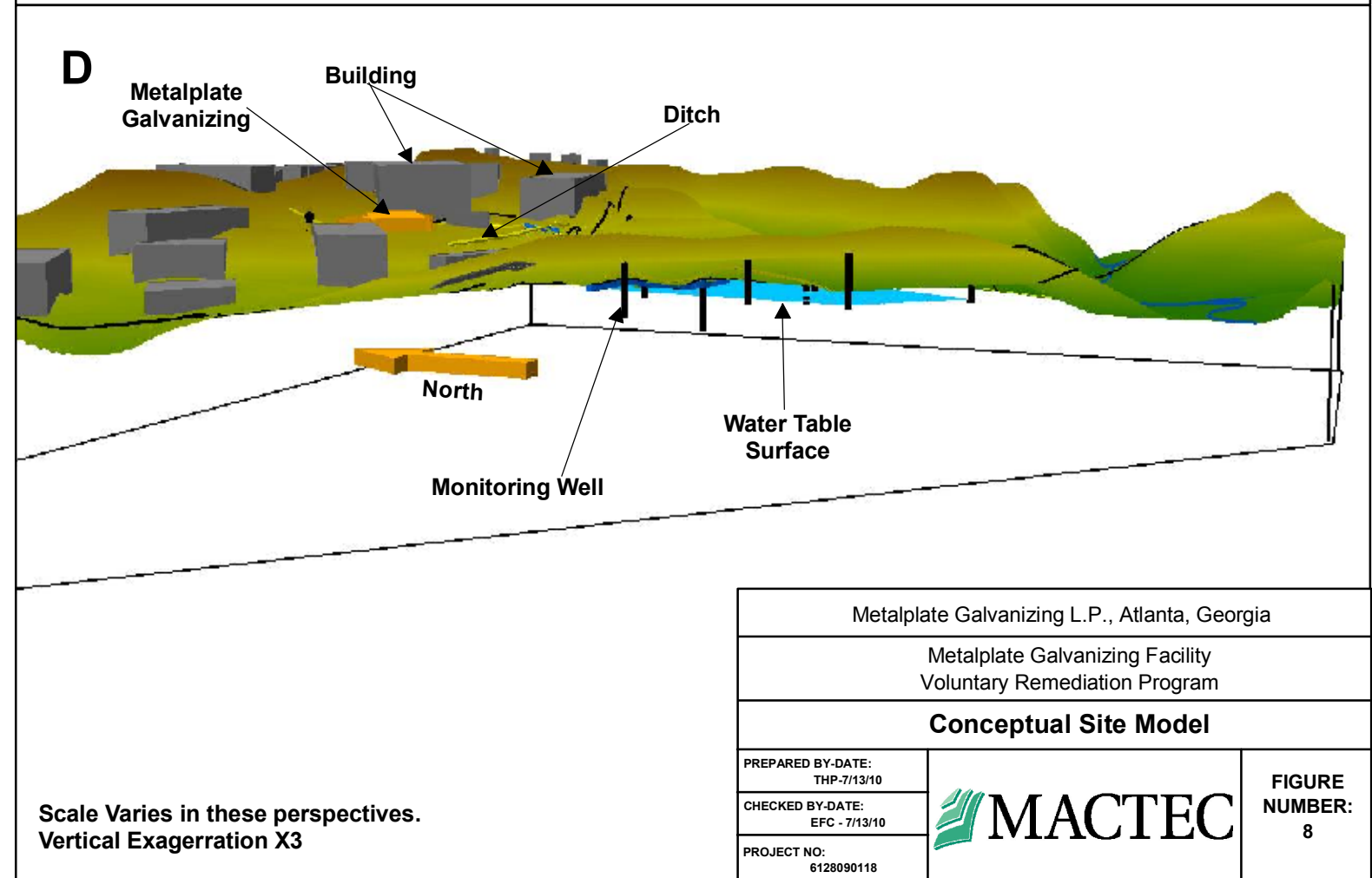
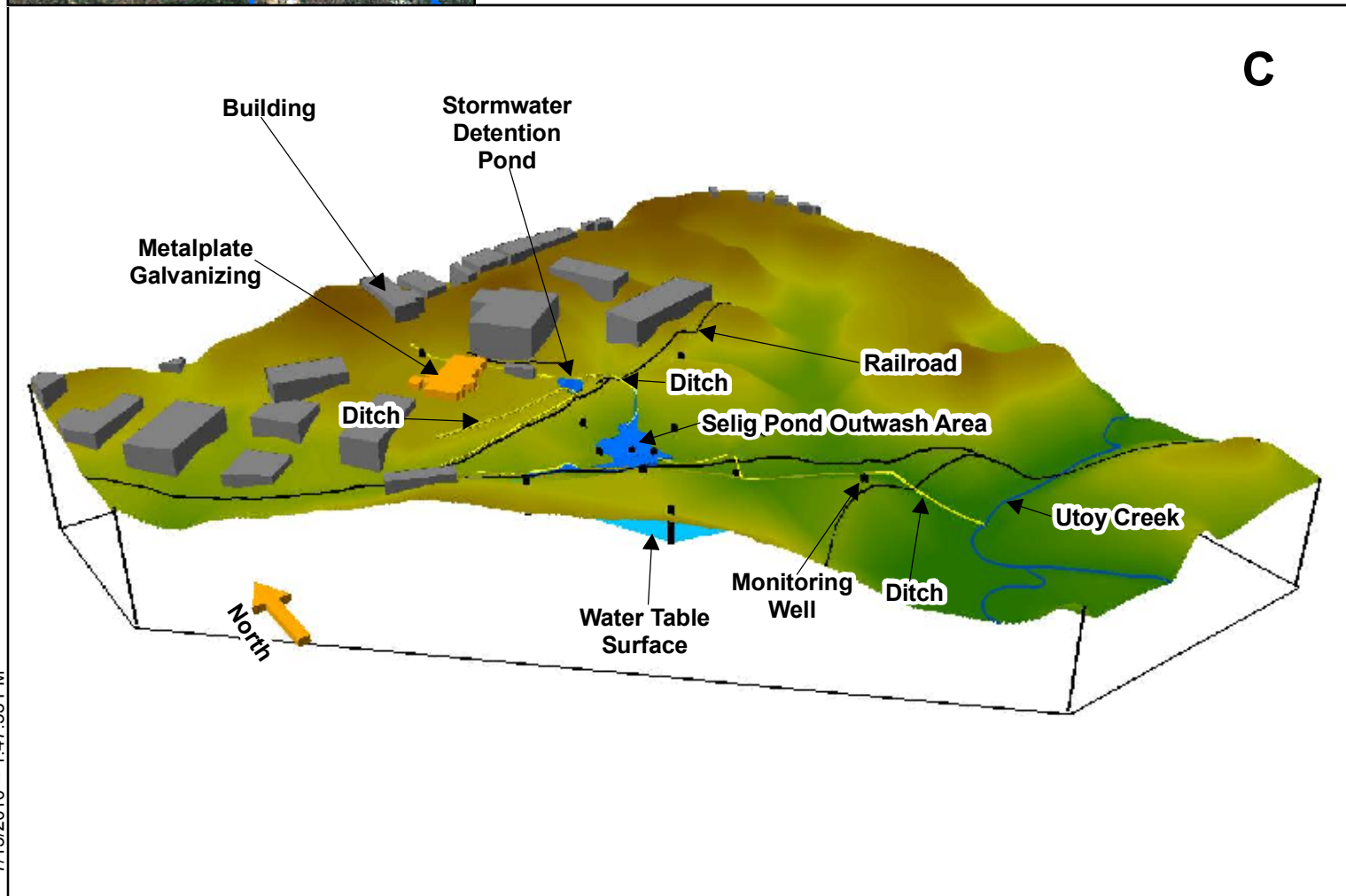
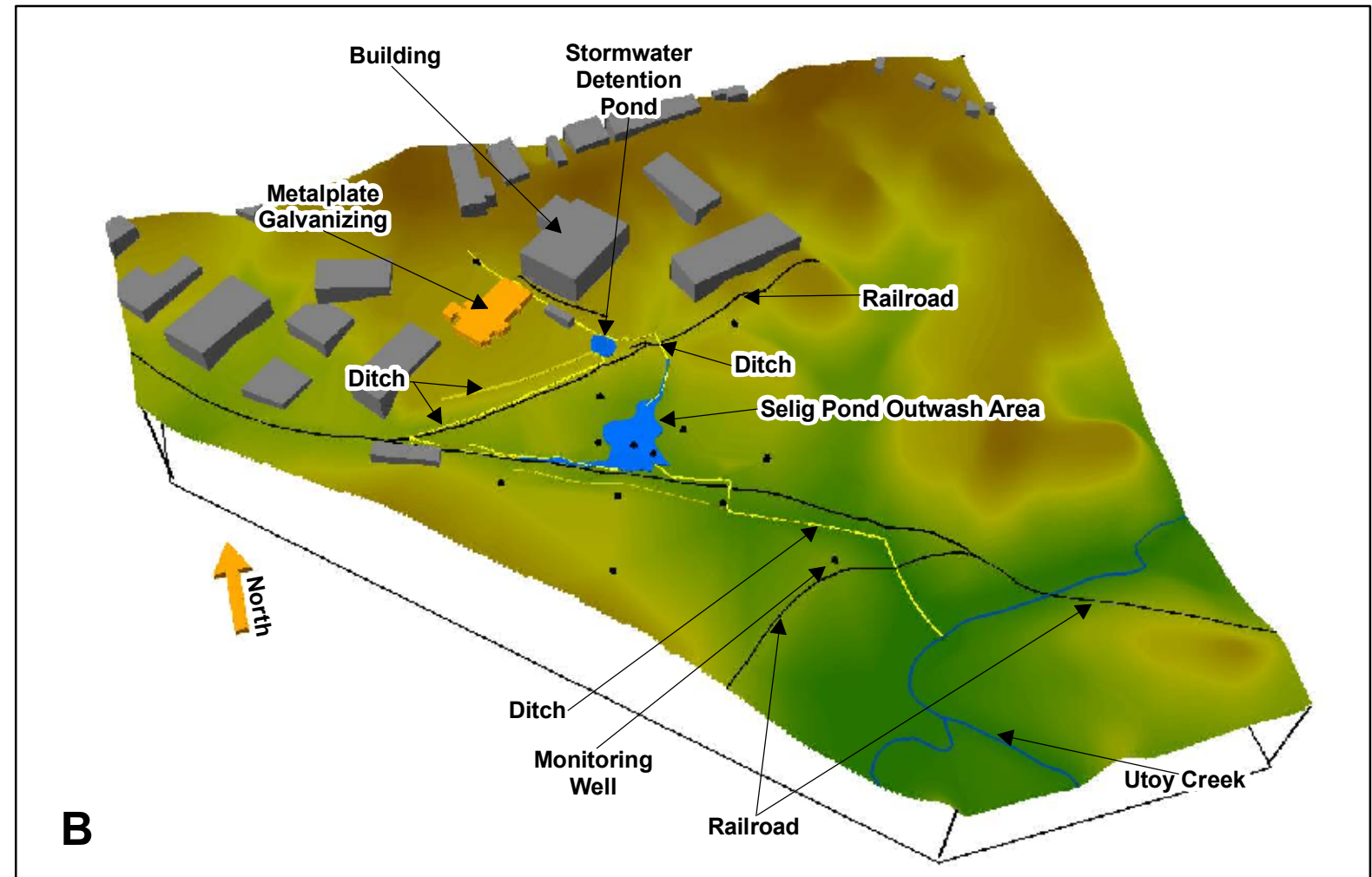
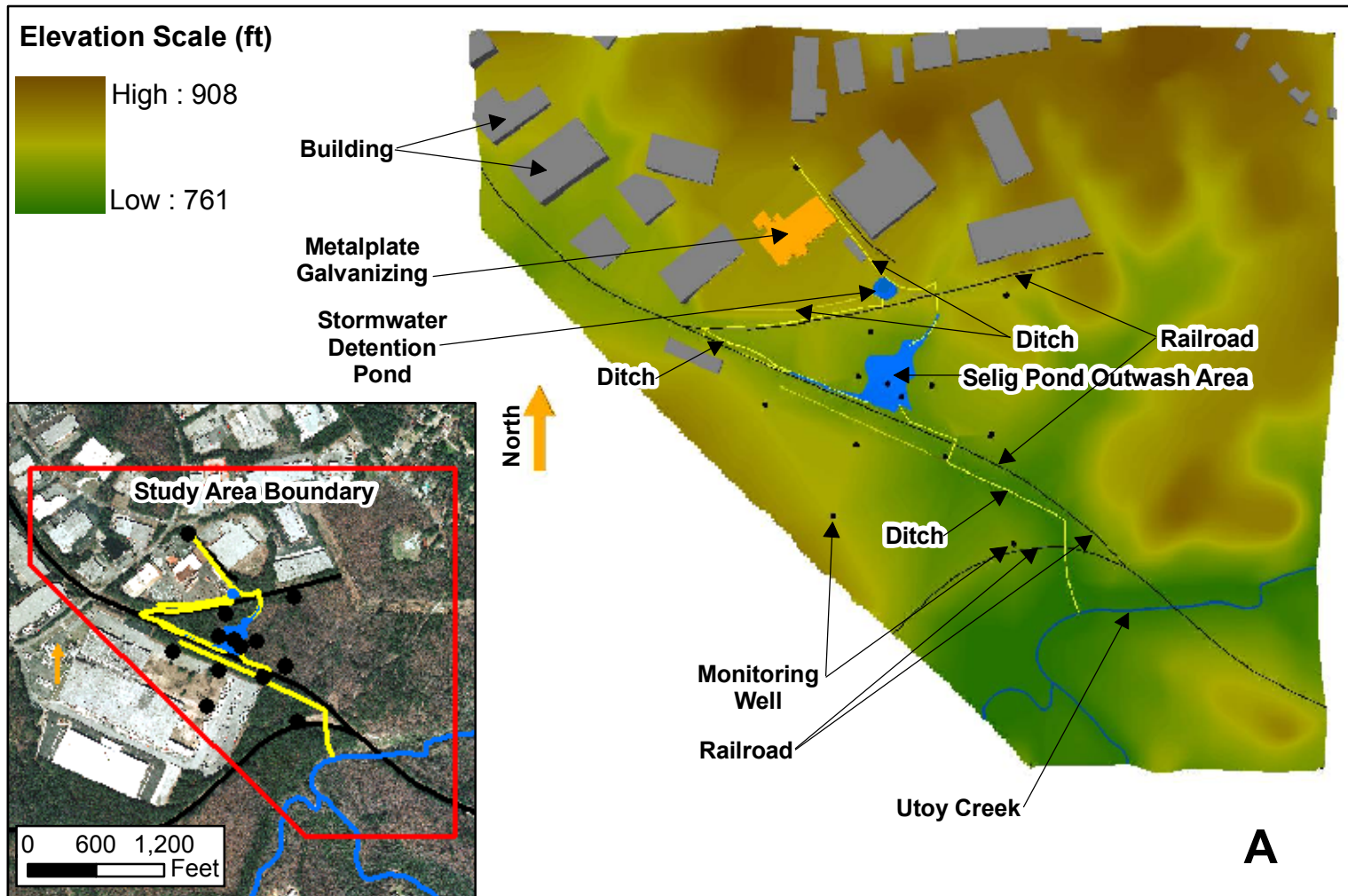
Metalplate Galvanizing Facility
Voluntary Remediation Program

Concentration of Zinc in Sediment

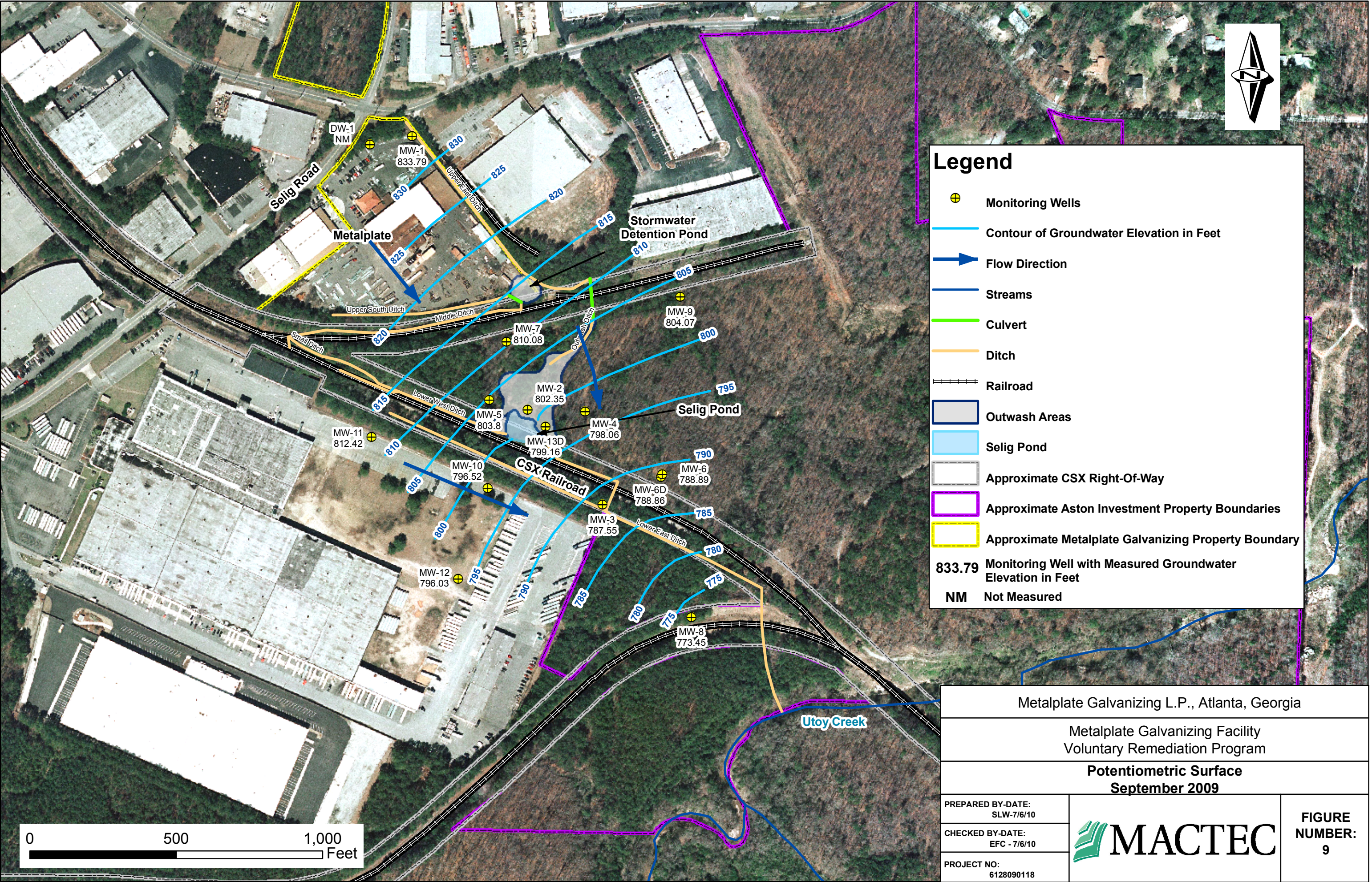
MACTEC

FIGURE
NUMBER:
6






Map Document: (G:\Metalplate Galvanizing\mxds\062410\VR\PotMapS09.mxd)
7/13/2010 -- 4:13:14 PM



APPENDIX A
LEGAL DESCRIPTION AND PLAT MAP

METALPLATE TRACTS BEC COMBINED

**FULTON COUNTY**
BOARD OF ASSESSORS

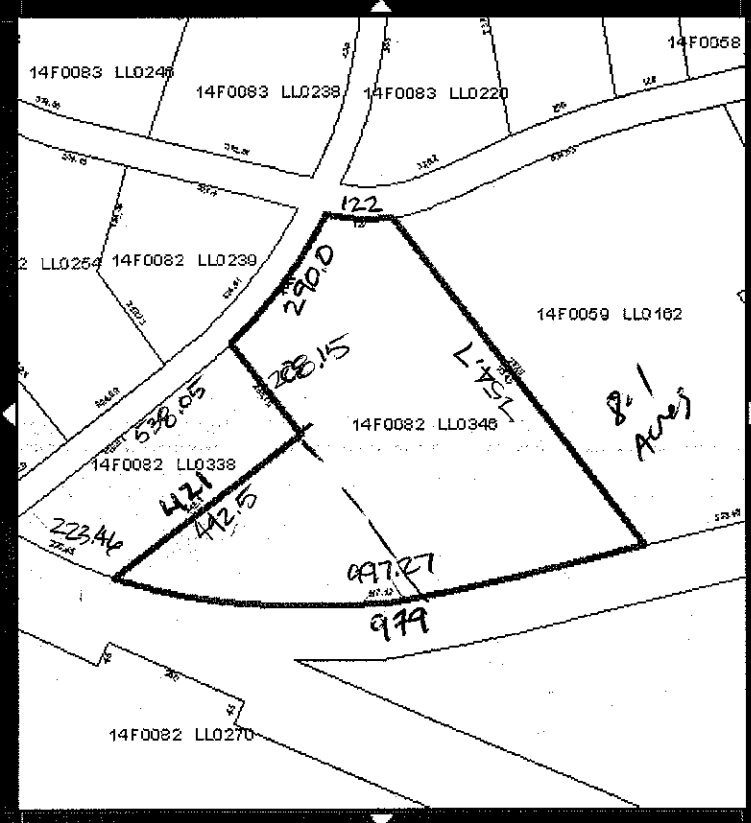
[Home](#) [Property Records](#)

Owner Name Address Parcel Advanced

[Profile](#)
[Residential](#)
[Commercial](#)
[Values](#)
[Sales](#)
[Cott Buildings](#)
[Sketch](#)
[Map](#)
[Photo](#)

PARID: 14F0082 LL0346
METALPLATE GALVANIZING INC 505 SELIG DR SW

Aerials
Layers



GIS Data
Last GIS Data Update: 19-Jul-2009

CURRENT RECORD
1 of 3
[Return to Search Results](#)

Data Copyright Fulton County [Disclaimer] [Privacy Policy] Last Updated: 12 Jul 2010

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PARID: 14F0082 LL0346
METALPLATE GALVANIZING INC

505 SELIG DR SW

Parcel

Parcel ID	14F-0082- LL-034-6
Address	505 SELIG DR
City	FUL
Neighborhood	C502
Class	I4
Land Use Code	401 - Manufacturing/Processing
Acres	8.22
Utilities	1-ALL PUBLIC/-/-
Tax District	55
Tax Year	2010

Owner(s)

Owner Name	METALPLATE GALVANIZING INC
Owner Name 2	

Building

Card	1
Description	399
Year Built	1969
Total Under Roof	31120
Number Identical Bldgs	1

1 of 3

Current Values - 2010

Year	2010
Appraised Land	\$968,800
Appraised Building	\$616,900
Total Appraised Value	\$1,585,700
Assessed Land	\$387,520
Assessed Building	\$246,760
Assessed Total	\$539,140

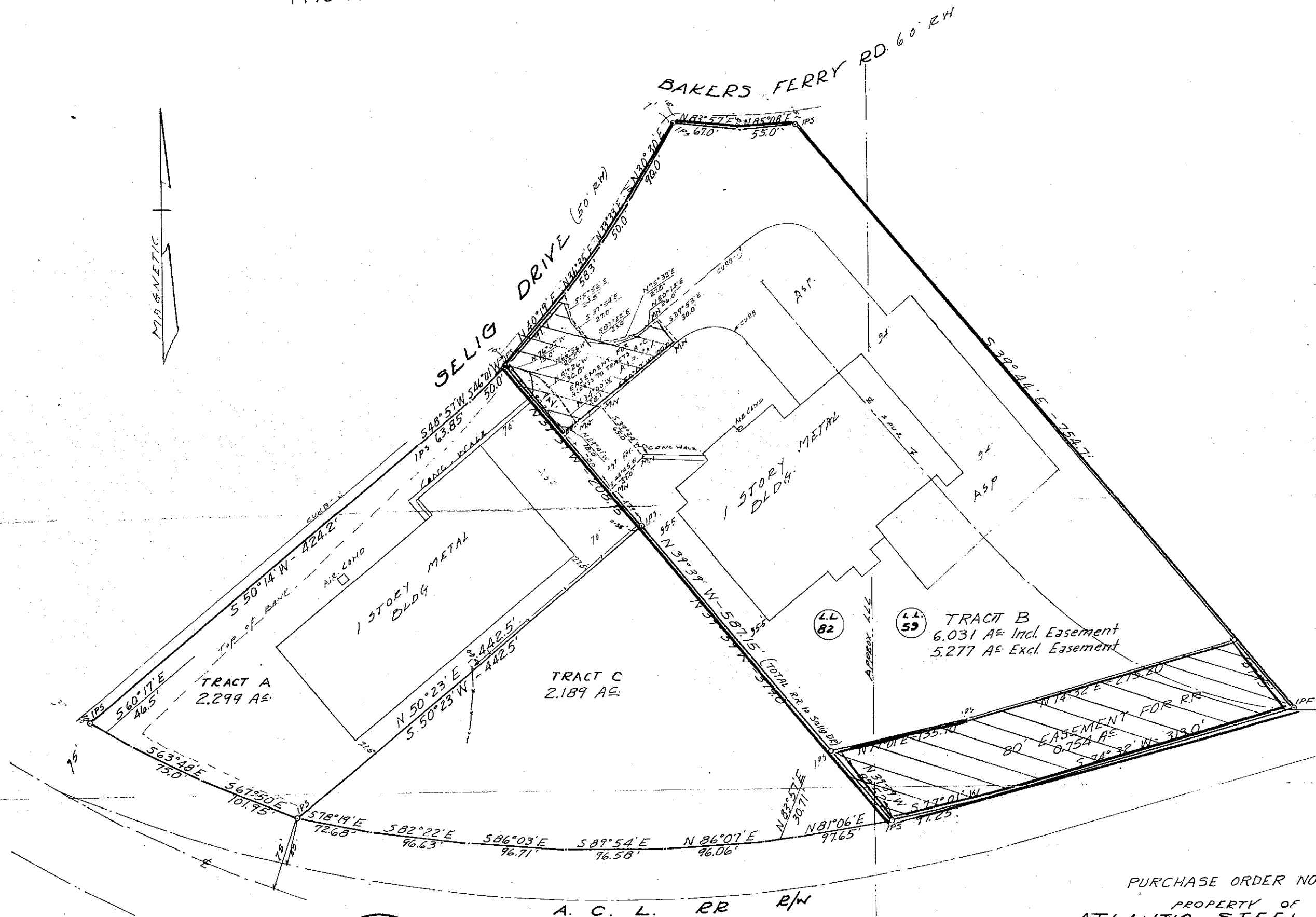
Values History

Tax Year	Total Appraised Value	Total Assessed Value
2010	1585700	539140
2009	1585700	634280
2008	1585700	634280

OBY

Card	Desc	Year Built	Grade	Width	Length	Area
1	FP1	1969		6	2000	12,000
1	PA1	1969				226,000

1970 ATLANTA PLANT



In my opinion, this plat is a correct representation of the land stated and has been prepared in conformity with the minimum standards and requirements of law.

Ernest L. Boggus

This survey has been calculated for closure by the following:



2456588

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FULTON

Fulton County, Georgia

Real Estate Transfer Tax

Paid \$ 310.00

Date Feb-28, 1975

Barbara J. Liss

THIS INDENTURE, Made this 28th day of February in the year

of Our Lord One Thousand Nine Hundred and Seventy-Five between

ATLANTIC STEEL COMPANY, a Delaware Corporation

of the first part, and

METALPLATE & COATINGS, INC., a Georgia Corporation

of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots 59 and 82 of the 14th District of formerly Fayette, now Fulton County, Georgia, and being more particularly described as follows:

Beginning at the point formed by the intersection of the southern side of Bakers Ferry Road with the southeastern side of Selig Drive; running thence north 83° 57' east along the southern side of Bakers Ferry Road a distance of sixty seven (67) feet to a point; thence north 85° 08' east along the southern side of Bakers Ferry Road a distance of fifty five (55) feet to an iron pin; thence south 39° 44' east a distance of seven hundred fifty four and seven tenths (754.7) feet to an iron pin located on the northerly side of the right-of-way of A.C.L. Railroad; thence south 74° 32' west along the northerly side of the right-of-way of A.C.L. Railroad a distance of three hundred thirteen (313) feet to a point; thence south 77° 01' west along the southeastern side of the right-of-way of A.C.L. Railroad a distance of ninety seven and twenty five hundredths (97.25) feet to an iron pin; thence north 39° 39' west a distance of five hundred eighty seven and fifteen hundredths (587.15) feet to an iron pin located on the southeastern side of Selig Drive; thence north 40° 19' east along the southeastern side of Selig Drive a distance of ninety one and seven tenths (91.7) feet to a point; thence north 36° 35' east along the southeastern side of Selig Drive a distance of fifty eight and three tenths (58.3) feet to a point; thence north 33° 33' east along the southeastern side of Selig Drive a distance of fifty (50) feet to a point; thence north 30° 30' east along the southeastern side of Selig Drive a distance of ninety (90) feet to an iron pin at the point of beginning, being tract "B" and containing 6.031 acres as shown on a plat of survey of "Property of Atlantic Steel Company", dated April 25, 1970, prepared by Ernest L. Boggus.

Grantor reserves for itself and its successors and assigns a perpetual non-exclusive easement for ingress and egress over the following described property:

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded FEB 28 1975 3:31 PM

Barbara J. Liss CLERK

6220-179

TRACT B

2156588

All that tract or parcel of land lying and being in Land Lot 82 of the 14th District of formerly Fayette, now Fulton County, Georgia, and being shown as driveway easement on Plat of Survey for Metalplate & Coatings, Inc. by Boggus Associates, dated February 13, 1975, and being more particularly described as follows:

Beginning at an iron pin on the southeastern right-of-way line of Selig Drive, a fifty foot right-of-way, two hundred ninety (290) feet southwest as measured along the southeastern right-of-way line of Selig Drive, and following the curvature thereof, from the intersection of the southeastern right-of-way line of Selig Drive with the southern right-of-way line of Bakers Ferry Road, a sixty foot right-of-way, said point of beginning also being located at the line dividing Tracts A and B on that Plat of Survey by Ernest L. Boggus, Registered Land Surveyor, dated April 25, 1970, entitled "Property of Atlantic Steel Company"; thence running south 39° 39' east, along the line dividing said Tracts A and B, one hundred sixty and twenty five hundredths (160.25) feet to a point; thence running north 44° 45' east, forty seven (47) feet to a point; thence running north 39° 24' west, sixty five (65) feet to a point; thence running north 50° 07' east, thirty three and seven tenths (33.7) feet to a point; thence running north 39° 39' west, one hundred four and eight tenths (104.8) feet to a point on the southeastern right-of-way line of Selig Drive; thence running south 40° 19' west, along the southeastern right-of-way line of Selig Drive, eighty two (82) feet to the point of beginning.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

AN THE SAID party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year above written.

ATLANTIC STEEL COMPANY

Signed, sealed and delivered in the presence of:

Robert B. Thompson
W. A. Clark

By: *William H. Riley* (SEAL)

By: *W. H. Mowery* (SEAL)

SECRETARY

Notary Public, Georgia, State at Large



1975 Limited Warranty Deed ---- TRACT C

LIMITED WARRANTY DEED

2452909

STATE OF GEORGIA

COUNTY OF FULTON

TRACT C

THIS INDENTURE, Made this 31st. day of January in the year of Our Lord
One Thousand Nine Hundred and Seventy-Five between

ATLANTIC STEEL COMPANY, a Delaware Corporation

of the first part, and

METALPLATE & COATINGS, INC., a Georgia Corporation

of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of
TEN AND NO/100 (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid, at and
before the sealing and delivery of these presents, the receipt of which is hereby
acknowledged, has granted, bargained, sold and conveyed, and by these presents does
grant, bargain, sell and convey unto the said party of the second part, its successors
and assigns, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots 59 and 82 of the 14th.
District of formerly Fayette, now Fulton County, Georgia and being more particularly
described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southeastern
right-of-way line of Selig Drive, a 50 foot right-of-way, with the southern right-of-way
line of Bakers Ferry Road, a 60 foot right-of-way; and run thence southwesterly along
the southeastern right-of-way line of said Selig Drive a distance of 290 feet to an iron
pin set; run thence south 39 degrees 39 minutes east a distance of 208.15 feet to an
iron pin set, which point is the TRUE POINT OF BEGINNING; from said TRUE POINT OF
BEGINNING thus established, running thence south 50 degrees 23 minutes west a distance
of 442.5 feet to an iron pin set on the northeastern right-of-way line of an Atlantic
Coast Line Railroad right-of-way; and running thence southeasterly and northeasterly
as measured along the northeastern and northwestern right-of-way lines of said Atlantic
Coast Line Railroad right-of-way the following courses and distances: south 78 degrees
19 minutes east 72.68 feet, south 82 degrees 22 minutes east 96.63 feet, south 86 degrees
03 minutes east 96.71 feet, south 89 degrees 54 minutes east 96.58 feet, north 86 degrees
07 minutes east 96.06 feet, north 83 degrees 57 minutes east 30.71 feet, north 81 degrees
06 minutes east 97.65 feet to an iron pin set; leaving said right-of-way and running
thence north 39 degrees 39 minutes west a distance of 379 feet to the point of beginning;
said metes and bounds, courses and distances being taken from Plat of Survey by Ernest
L. Boggus, Registered Land Surveyor, dated April 25, 1970 entitled Property of Atlantic
Steel Company, said tract containing 2.189 acres according to said survey and being
designated as Tract C thereon.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular
the rights, members and appurtenances thereof, to the same being, belonging, or in
anywise appertaining, to the only proper use, benefit and behoof of the said party of
the second part, its successors and assigns, forever, in Fee Simple.

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed and Recorded, JAN 31 1975 at 4:24 P.M.

Barbara J. Rice CLERK

Fulton County, Georgia
Real Estate Transfer Tax

Paid \$ 15.00

Date Jan. 31, 1975

Barbara J. Rice

Clerk of Superior Court

By Grace Carley
Dep. Clerk

BOOK 6211 PAGE 143

AND THE SAID party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year above written.

2452009

Signed, sealed and delivered
in the presence of:

Charles R. O'Kelley Jr.

L. Paul Cumbee

Notary Public, Georgia, State at Large
My Commission Expires Nov. 24, 1978

ATLANTIC STEEL COMPANY

By: William H. Riley (Seal)

Senior Vice President
By: M. F. Mowery (Seal)
Secy.





Lawyers Title Insurance Corporation

ATLANTA BRANCH OFFICE

DEED TO SECURE DEBT

STATE OF

2456549

County.

THIS INDENTURE, Made the 28th day of February, in the year one thousand nine hundred seventy-five, between

METALPLATE & COATINGS, INC.

of the County of _____, and State of _____, as party or parties of the first part, hereinafter called Grantor, and

ATLANTIC STEEL COMPANY

as party of the second part, hereinafter called Grantee

WITNESSETH, That Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, ~~all that tract or parcel of land lying and being in Land Lots 59 and 82 of the 14th District of formerly Fayette, now Fulton County, Georgia, and being more particularly described as follows:~~

PARCEL ONE:

All that tract or parcel of land lying and being in Land Lots 59 and 82 of the 14th District of formerly Fayette, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the point formed by the intersection of the southern side of Bakers Ferry Road with the southeastern side of Selig Drive; running thence north 83° 57' east along the southern side of Bakers Ferry Road a distance of sixty seven (67) feet to a point; thence north 85° 08' east along the southern side of Bakers Ferry Road a distance of fifty five (55) feet to an iron pin; thence south 39° 44' east a distance of seven hundred fifty four and seven tenths (754.7) feet to an iron pin located on the northerly side of the right-of-way of A.C.L. Railroad; thence south 74° 32' west along the northerly side of the right-of-way of A.C.L. Railroad a distance of three hundred thirteen (313) feet to a point; thence south 77° 01' west along the southeastern side of the right-of-way of A.C.L. Railroad a distance of ninety seven and twenty five hundredths (97.25) feet to an iron pin; thence north 39° 39' west a distance of five hundred eighty seven and fifteen hundredths (587.15) feet to an iron pin located on the southeastern side of Selig Drive; thence north 40° 19' east along the southeastern side of Selig Drive a distance of ninety one and seven tenths (91.7) feet to a point; thence north 36° 35' east along the southeastern side of Selig Drive a distance of fifty eight and three tenths (58.3) feet to a point; thence north 33° 33' east along the southeastern side of Selig Drive a distance of fifty (50) feet to a point; thence north 30° 30' east along the southeastern side of Selig Drive a distance of ninety (90) feet to an iron pin at the point of beginning, being Tract "B" and containing 6.031 acres as shown on a plat of survey of "Property of Atlantic Steel Company", dated April 25, 1970, prepared by Ernest L. Boggus.

Continued on Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made under the provisions of the existing Code of the State of Georgia to secure a debt (and interest thereon and other indebtedness as described herein) evidenced by one (1) note dated 2/28/75 made by Grantor to order of Grantee, for the principal sum of TWO HUNDRED TWENTY FIVE THOUSAND & NO 100/100 225,000.00 Dollars being due and payable in full on or before March 1, 1980; the terms and conditions of said Note being incorporated herein and made a part hereof by reference.

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, FEB 28 1975 at 3:31 P.M.

Barbara J. Luce CLERK

BOOK 6226 PAGE 91

2456549

The indebtedness hereby secured includes any renewal or extension of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument. Any one of several persons named as grantee herein or their assigns may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof. No release of any part of the property herein described or extension of all or any part of the indebtedness hereby secured, shall affect the personal liability of any person upon the indebtedness hereby secured, nor the priority of this instrument.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple and Grantor hereby covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it, and it is unencumbered; and Grantor, the said bargained property, unto Grantee, against Grantor, and against all and every other person or persons shall and will WARRANT AND FOREVER DEFEND.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be cancelled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

The Grantor covenants and agrees, so long as any indebtedness secured hereby shall remain unpaid, to keep the property and all improvements thereon in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereon that would constitute a structural change without the written consent of the Grantees; to pay all taxes and assessments that may be liens upon said property, as they become due; and to keep the improvements on said property fully insured against loss by fire and other hazards as may, from time to time, be required by Grantee in amounts and companies and with mortgage clause approved by Grantee, and shall deliver the policies of insurance and any renewals thereof to the said Grantee; and that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per cent per annum, and shall, with interest, be covered by the security of this deed.

AND Grantor hereby further covenants and agrees that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantor in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including ten per centum of the amount due as attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this contract.

Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

In consideration of the loan made Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sells, assigns and transfers to Grantee all of the rent which shall hereafter become due or be paid on the above described property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed, and while no such default exists, Grantee waives its rights to and its interest in said rents, but upon any default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agrees that Grantee may enter upon said property and collect the rents therefrom, and hereby constitutes Grantee as Grantor's agent to declare the existence of a default hereunder, and Grantor hereby agrees that any tenant in said property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

The title, interest, rights and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the property herein described, as well as to the successors and legal representatives of Grantee.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and ten per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor as provided by law.

AND Grantor further covenants that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantee shall inure to and include his, her or its heirs, administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extend to and include Grantor's heirs, administrators, executors, successors and assigns.

Date of Execution of Security Deed February 28 1975 Face Amount of Deed \$ 225,000⁰⁰

I certify that the Intangible Tax required by law on the notes prior to the recording of Security Deed
(@ \$1.50 per \$500 or fraction as shown by face of Security Deed) in the amount of \$ 6.75⁰⁰
tax has been paid, this 3 day of March 1975 ✓

No. 18652

WILLIAM LEE ROBERTS, Tax Commissioner—By J. J. Maxwell Deputy.

INTANGIBLE TAX CERTIFICATE-FULTON COUNTY GEORGIA

Grantor Metalplate & Coatings, Inc.

Grantee Atlantic Steel Company

Location of Real Estate, City County L.L. 59 # 82 Dist. 14 F

Date of Execution of Notes March 1 1980 Final Maturity March 1 Term 5+

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of

Robert B. Thompson
(UNOFFICIAL WITNESS)

METALPLATE & COATINGS, INC.

By: Harwell Davis Jr.
President

CORP.
SEAL

Blair A. Clark
NOTARY PUBLIC

Ernest M. Cain
VICE PRESIDENT

N. P.
SEAL

My Commission Expires Dec. 13, 1977
Notary Public, Georgia, State at Large

(L. S.)

(L. S.)

(L. S.)

FORM L2 5M

BOOK 6226 PAGE 93

THE DEBT WHICH THIS INSTRUMENT WAS GIVEN TO SECURE HAVING BEEN PAID IN FULL.
THIS INSTRUMENT IS HEREBY CANCELLED AND THE CLERK OF THE SUPERIOR COURT OF
Fulton COUNTY, GEORGIA, IS HEREBY AUTHORIZED AND DIRECTED TO MARK
IT SATISFIED OF RECORD.

THIS 21 DAY OF July 1975 ATLANTIC STEEL COMPANY,
BY: William M. Haley
Senior Vice President
BY: Howland F. Howard
Secretary

ATLANTA BRANCH OFFICE Insurance Corporation Lawyers Title	BARBARA J. PRICE, Clerk	CLERK
	at 381 P. M. and recorded in Deed Book	
	6286, page 91-94	
	FEB 28 1975	
GEORGIA, <u>Fulton</u> County	Clerk's Office, Superior Court, filed for record	
	day of FEB 28 1975	
	at 381 P. M. and recorded in Deed Book	
	6286, page 91-94	
	FEB 28 1975	
	BARBARA J. PRICE, Clerk	CLERK
SATISFIED ENTERED AUG 13 1975 J. D. KING Deputy C. S. C., Fulton County, Ga.		

EXHIBIT "A"

PARCEL TWO

2456549 All that tract or parcel of land lying and being in Land Lots 59 and 82 of the 14th District of formerly Fayette, now Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southeastern right-of-way line of Selig Drive, a 50 foot right-of-way, with the southern right-of-way line of Bakers Ferry Road, a 60 foot right-of-way; and run thence southwesterly along the southeastern right-of-way line of said Selig Drive a distance of 290 feet to an iron pin set; run thence south 39 degrees 39 minutes east a distance of 208.15 feet to an iron pin set, which point is the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING thus established, running thence south 50 degrees 23 minutes west a distance of 442.5 feet to an iron pin set on the northeastern right-of-way line of an Atlantic Coast Line Railroad right-of-way; and running thence southeasterly and northeasterly as measured along the northeastern and northwestern right-of-way lines of said Atlantic Coast Line Railroad right-of-way the following courses and distances: south 78 degrees 19 minutes east 72.68 feet, south 82 degrees 22 minutes east 96.63 feet, south 86 degrees 03 minutes east 96.71 feet, south 89 degrees 54 minutes east 96.58 feet, north 86 degrees 07 minutes east 96.06 feet, north 83 degrees 57 minutes east 30.71 feet, north 81 degrees 06 minutes east 97.65 feet to an iron pin set; leaving said right-of-way and running thence north 39 degrees 39 minutes west a distance of 379 feet to the point of beginning; said metes and bounds, courses and distances being taken from Plat of Survey by Ernest L. Boggus, Registered Land Surveyor, dated April 25, 1970 entitled Property of Atlantic Steel Company, said tract containing 2.189 acres according to said survey and being designated as Tract C thereon. C

245
EMC

SILVER 10' x 69.9

GEORGIA FULTON COUNTY
FILED

93 MAR 27 AM 6:30

JUANITA HICKS
CLERK OF SUPERIOR COURT

After recording, please return to:
George F. Maynard, Esq.
Burr & Forman
Suite 1800, One Georgia Center
600 West Peachtree Street
Atlanta, Georgia 30308-3603

QUITCLAIM DEED

THIS INDENTURE made this 8th day of January, 1998, by and between CHARLES J. MACKARVICH, as party of the first part (hereinafter referred to as "Grantor"), and METALPLATE GALVANIZING, INC., a Delaware corporation, as party of the second part (hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, the Grantor has and hereby does remise, release, convey and forever quitclaim unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 82, 14th District, Fulton County, Georgia, being more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Property").

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Quitclaim Deed as of the date first above written.

Signed, sealed and delivered
this 8th day of January,
1998, in the presence of:

John F. Overman
Unofficial Witness

Shirley A. Bradford
Notary Public

My Commission Expires

[Affix Notarial Seal]



SELLER:

Charles J. Mackarvich
Charles J. Mackarvich (Seal)

Fulton County, Georgia
Real Estate Transfer Tax

Paid \$ 3.22

Date 3-27-98

JUANITA HICKS
Clerk, Superior Court

By: *[Signature]*
Deputy Clerk

BOOK 24242 PAGE 233

Sliver 10x69.9

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 82 of the 14th District of Fulton County, Georgia, being more particularly described as follows:

To find the True Point of Beginning, commence at a one-inch pipe found at the intersection of the southeasterly Right-of-Way Line of Selig Drive (50-foot right-of-way) and the northeasterly Right-of-Way Line of A.C.L. Railroad (150-foot right-of-way); running thence southeasterly along the arc of a curve to the right of said railroad right-of-way (said curve being subtended by a chord bearing South 64 degrees 52 minutes 20 seconds East a chord distance of 222.63 feet and having a radius of 1851.57 feet) an arc distance of 222.76 feet to a ½ inch rebar set; running thence North 50 degrees 25 minutes 13 seconds East along the southeast line of other property of Charles J. MacKarvich a distance of 442.94 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING; from said point thus established, running thence South 39 degrees 37 minutes 34 seconds East a distance of 10.0 feet to a ½ inch rebar set; running thence South 50 degrees 25 minutes 13 seconds West a distance of 69.9 feet to a point; running thence North 39 degrees 37 minutes 34 seconds West a distance of 10.0 feet to a point on the call described above leading directly to the TRUE POINT OF BEGINNING; running thence North 50 degrees 25 minutes 13 seconds East a distance of 69.9 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING.

As shown by that certain survey prepared by Pearson & Associates, Inc., bearing the seal and certification of Mark A. Buckner, Georgia Registered Land Surveyor No. 2422, dated April 6, 1994, last revised August 29, 1996.

BOOK 24242 PAGE 234

Deed Book 29562 Pg 700
Filed and Recorded Oct-12-2000 10:11am
2000-0223149
Real Estate Transfer Tax \$503.60
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
I HAVE NO MORE TO RECORD FOR THIS DEED

SEE TRACT III ATTACHED
SLIVER ~ 443' x ~ 10'

STATE OF GEORGIA

COUNTY OF FULTON

AFTER RECORDING RETURN TO:

Parker, Hudson, Rainer & Dobbs, LLP
1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303
Attn: Jennifer M. Crane

LIMITED WARRANTY DEED

This LIMITED WARRANTY DEED, made as of this 1st day of January, 1999, by and between Charles J. Mackarvich (hereinafter referred to as "Grantor"), and Warehouse Properties, L.P., a Georgia limited partnership (hereinafter referred to as "Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

WITNESSETH: That,

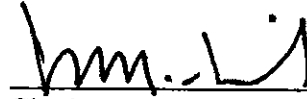
Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, all that tract or parcel of land lying and being in Land Lots 82 and 114 of the 14th District, FF Section, of Fulton County, Georgia, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members, easements, and appurtenances appertaining thereto, and all of Grantor's right, title, and interest in any public rights-of-way adjoining the Property to the centerline thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behalf of Grantee, forever, in FEE SIMPLE.

AND, SUBJECT TO the title matters expressly set forth in Exhibit B, attached hereto and incorporated herein by this reference, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through, or under Grantor.

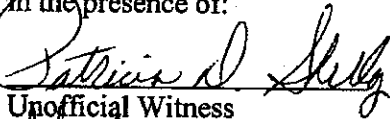
IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed this 29 day of August, 2000, but effective as of January 1, 1999.

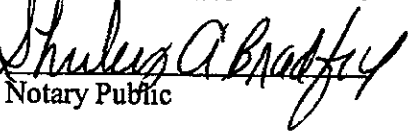
GRANTOR:



Charles J. Mackarvich

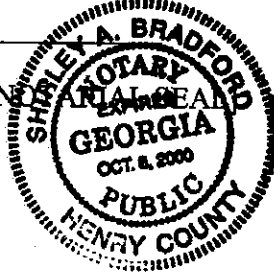
Signed, sealed, and delivered
in the presence of:


Unofficial Witness


Notary Public

Commission Expiration Date:

[AFFIX HERE]



TRACT I (Wheaton)

BEGINNING at an iron pin found on the northeasterly Right-of-Way Line of Wheaton Drive (Sixty (60') foot Right-of-Way), which iron pin found is located northerly and northeasterly a distance of 455.89 feet from the intersection of said Right-of-Way Line with Wesleyan Drive; thence leaving said Right-of-Way Line and traveling north 31 degrees 13 minutes 00 seconds east a distance of 255.49 feet to an iron pin found; thence traveling north 58 degrees 31 minutes 52 seconds west a distance of 373.15 feet to a point; thence traveling north 58 degrees 40 minutes 43 seconds west a distance of 339.87 feet to a point on the southeasterly Right-of-Way Line of said Wheaton Drive; thence traveling along said Right-of-Way Line south 44 degrees 58 minutes 08 seconds west a distance of 167.48 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 136.52 feet (said arc being subtended by a chord bearing south 07 degrees 14 minutes 02 seconds east a chord distance of 118.94 feet and having a radius of 76.12 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line south 58 degrees 37 minutes 15 seconds east a distance of 678.87 feet to an iron pin found on said Right-of-Way Line, which iron pin found is the POINT OF BEGINNING.

ALL AS SHOWN on that certain Survey entitled "Survey for Charles J. Mackarvich, Tie Down, Inc., Wachovia Bank of Georgia, National Association and Chicago Title Insurance Company", prepared by B.F. Dyer & Henning, bearing the seal and certification of Frank P. Devereux, Georgia Registered Land Surveyor No. 2693, dated September 10, 1996.

The above described property being the same property acquired by Charles J. Mackarvich at Warranty Deed recorded in Deed Book 7462, Page 352, Records of Fulton County, Georgia, and Warranty Deed recorded in Deed Book 8254, Page 86, aforesaid Records.

TRACT II (Selig Drive)

ALL THAT TRACT or parcel of land lying and being in Land Lot 82 of the 14FF District of Fulton County, Georgia, containing 2.2914 acres and being more particularly described as follows:

BEGINNING at a one-inch pipe found at the intersection of the southeasterly Right-of-Way Line of Selig Drive (a 50-foot right-of-way) and the northeasterly Right-of-Way Line of A.C.L. Railroad (a 150-foot Right-of-Way); thence running along southeasterly Right-of-Way Line of Selig Drive north 50 degrees 14 minutes 00 seconds east a distance of 424.12 feet to a point on said Right-of-Way line; thence continuing along said Right-of-Way line along a curve to the left an arc distance of 114.00 feet (said arc being subtended by a chord bearing north 47 degrees 41 minutes 19 seconds east a chord distance of 113.90 feet and a radius of 787.54 feet) to an iron pin found under asphalt

which lies on said Right-of-Way Line (said iron pin found under asphalt being a distance of 290.00 feet from the intersection of the southeasterly Right-of-Way Line of said Selig Drive and Bakers Ferry Road (a 60-foot Right-of-Way Line); thence leaving said Right-of-Way Line running south 39 degrees 37 minutes 34 seconds east a distance of 208.10 feet to a one-half inch reinforcing bar set; thence running south 50 degrees 25 minutes 13 seconds west a distance of 442.94 feet to a one-half inch reinforcing bar set on northeasterly Right-of-Way Line of said A.C.L. Railroad; thence running along said Right-of-Way Line along a curve to the right an arc distance of 222.76 feet (said arc being subtended by a chord bearing north 64 degrees 52 minutes 20 seconds west a chord distance of 222.63 feet and a radius of 1,851.57 feet) to a one-inch pipe found on southeasterly Right-of-Way Line of Selig Drive.

TOGETHER WITH the perpetual non-exclusive easement for ingress and egress as was reserved by Atlantic Steel Company in that certain Limited Warranty Deed to Metalplate & Coatings, Inc., dated February 28, 1975, recorded in Deed Book 6226, Page 179, Records of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a one-inch pipe found at the intersection of the southeasterly Right-of-Way Line of Selig Drive (a 50-foot right-of-way) and the northeasterly Right-of-Way Line of A.C.L. Railroad (a 150-foot Right-of-Way); thence running along southeasterly Right-of-Way Line of Selig Drive north 50 degrees 14 minutes 00 seconds east a distance of 424.12 feet to a point on said Right-of-Way line; thence continuing along said Right-of-Way line along a curve to the left an arc distance of 114.00 feet (said arc being subtended by a chord bearing north 47 degrees 41 minutes 19 seconds east a chord distance of 113.90 feet and a radius of 787.54 feet) to an iron pin found under asphalt which lies on said Right-of-Way Line (said iron pin found under asphalt being a distance of 290.00 feet from the intersection of the southeasterly Right-of-Way Line of said Selig Drive and Bakers Ferry Road (a 60-foot Right-of-Way Line)), which iron pin found is the POINT OF BEGINNING; thence running along said Right-of-Way Line along a curve to the left and arc distance of 82.00 feet (said arc being subtended by a chord bearing north 40 degrees 33 minutes 33 seconds east a chord distance of 81.96 feet and a radius of 787.54 feet) to a point on said Right-of-Way Line; then leaving Right-of-Way Line and running south 39 degrees 37 minutes 34 seconds east a distance of 104.50 feet to a point; thence south 50 degrees 08 minutes 26 seconds west a distance of 33.70 feet to a point; thence south 39 degrees 22 minutes 34 seconds east a distance of 65.00 feet to a point; thence south 44 degrees 46 minutes 26 seconds west a distance of 47.00 feet to a point; thence north 39 degrees 37 minutes 34 seconds west a distance of 160.25 feet to an iron pin found under asphalt on said Right-of-Way of Selig Drive, which iron pin is the POINT OF BEGINNING.

As shown by that certain survey entitled "Boundary & Above Ground 'As-Built' Survey for Charles J. Mackarvich, Wachovia Bank of Georgia, National Association & Chicago Title Insurance Company", prepared by Pearson & Associates, Inc., bearing the seal and certification of Mark A. Buckner, Georgia Registered Land Surveyor No. 2422, dated April 6, 1994, last revised August 29, 1996.

TRACT III (10 Foot Strip)

TO FIND THE TRUE POINT OF BEGINNING, commence at a one-inch pipe found at the intersection of the southeasterly Right-of-Way Line of Selig Drive (a 50-foot right-of-way) and the northeasterly Right-of-Way Line of A.C.L. Railroad (a 150-foot right-of-way); running thence southeasterly along the arc of the curve to the right of said railroad right-of-way (said curve being subtended by a chord bearing south 64 degrees 52 minutes 20 seconds east a chord distance of 222.63 feet and having a radius of 1851.57 feet) an arc distance of 222.76 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING; from said point thus established thence running north 50 degrees 25 minutes 13 seconds east along the southeast line of other property of Charles J. Mackarvich a distance of 442.94 feet to a ½ inch rebar set; running thence south 39 degrees 37 minutes 34 seconds east a distance of 10.00 feet to a ½ inch rebar set; thence running south 50 degrees 25 minutes 13 seconds west a distance of 437.51 feet to a point on the northeasterly Right-of-Way Line of said A.C.L. Railroad; thence running along said Right-of-Way Line north 68 degrees 07 minutes 05 seconds west a distance of 11.38 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING.

As shown by that certain survey entitled "Boundary and Above Ground 'As-Built' Survey for: Charles J. Mackarvich, Wachovia Bank of Georgia, National Association & Chicago Title Insurance Company", prepared by Pearson & Associates, Inc., bearing the seal and certification of Mark A. Buckner, Georgia Registered Land Surveyor No. 2422, dated April 6, 1994, last revised August 29, 1996.

Deed Book 29562 Pg 705
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
I HAVE NO RECORD OF THIS DEED IN MY OFFICE

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year of closing and subsequent years.
2. Zoning and other governmental restrictions.
3. Recorded covenants, recorded conditions, recorded restrictions, recorded easements, recorded rights-of-way and other matters of record.

ASTON LEGAL DESCRIPTIONS TRACTS A, B, C, & D

[CONTACT US](#) | [HELP](#)**FULTON COUNTY**
BOARD OF ASSESSORS[County > State](#)[Home](#) [Property Records](#)[Owner Name](#) [Address](#) [Parcel](#) [Advanced](#)

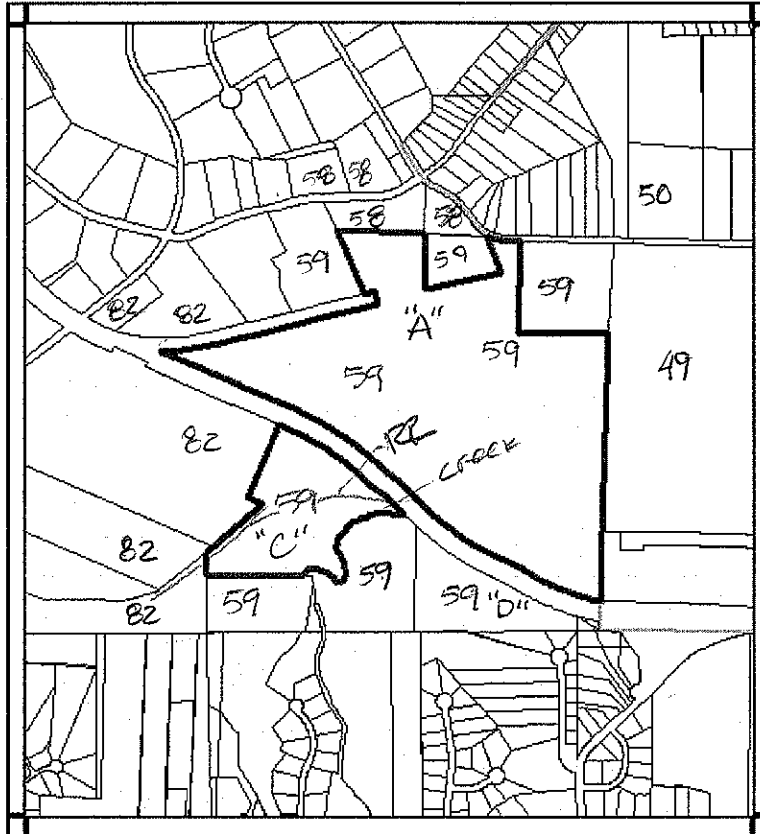
Profile
Residential
Commercial
Values
Sales
Out Buildings
Sketch
Map
Photo

PARID: 14F0059 LL0170
ASTON INVESTMENT CORP

0 BAKERS FERRY RD

CURRENT RECORD

3 of 4

[Return to Search Results](#)Aerials
Layers ▲GIS Data
Last GIS Data Update: 19-Jul-2009

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PARID: 14F0059 LL0170
ASTON INVESTMENT CORP

0 BAKERS FERRY RD

Parcel

Parcel ID	14F-0059- LL-017-0
Address	0 BAKERS FERRY RD
City	FUL
Neighborhood	C505
Class	I5
Land Use Code	400-Vacant Industrial Land **
Acres	117.8
Utilities	1-ALL PUBLIC/-/-
Tax District	55
Tax Year	2010

Owner(s)

Owner Name	ASTON INVESTMENT CORP
Owner Name 2	

Current Values - 2010

Year	2010
Appraised Land	\$730,000
Appraised Building	\$0
Total Appraised Value	\$730,000
Assessed Land	\$292,000
Assessed Building	\$0
Assessed Total	\$248,200

Values History

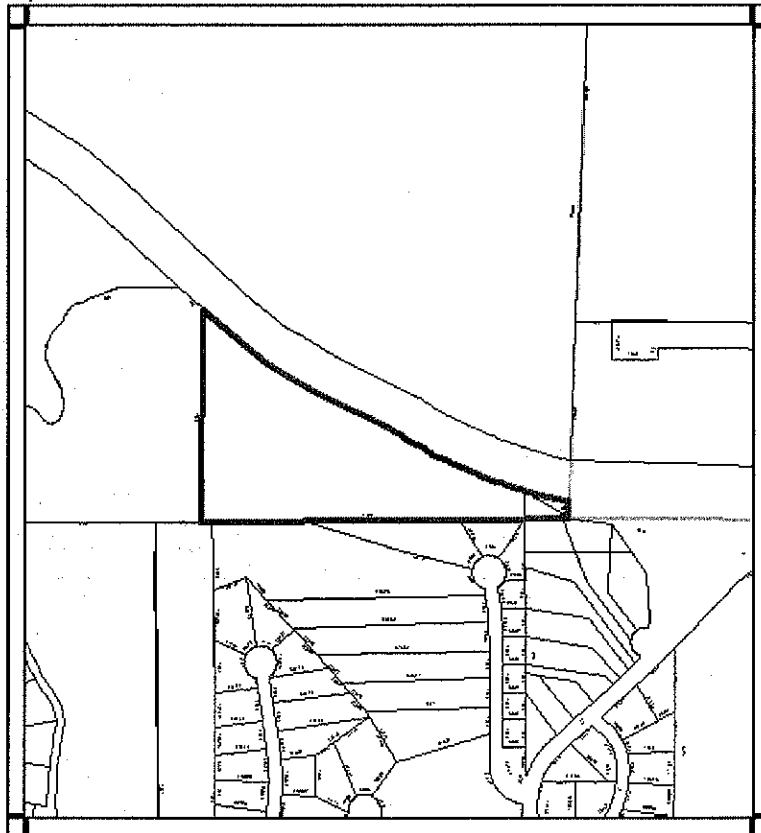
Tax Year	Total Appraised Value	Total Assessed Value
2010	730000	248200
2009	730000	292000
2008	805600	322240

ASTON TRACT D

[CONTACT US](#) | [HELP](#)**FULTON COUNTY**
BOARD OF ASSESSORS[County > State](#)[Home](#) [Property Records](#)[Owner Name](#) [Address](#) [Parcel](#) [Advanced](#)[Profile](#)[Residential](#)[Commercial](#)[Values](#)[Sales](#)[Out Buildings](#)[Sketch](#)[Map](#)[Photo](#)**PARID: 14F0059 LL0188**
ASTON INVESTMENT CORP**0 BAKERS FERRY RD**

CURRENT RECORD

4 of 4

[Return to Search Results](#)Aerials
Layers ▲

GIS Data

Last GIS Data Update: 19-Jul-2009

[Data Copyright Fulton County \[Disclaimer\]](#) [\[Privacy Policy\]](#) Last Updated: 12 Jul 2010

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[Home](#) [Property Records](#)

Owner Name	Address	Parcel	Advanced
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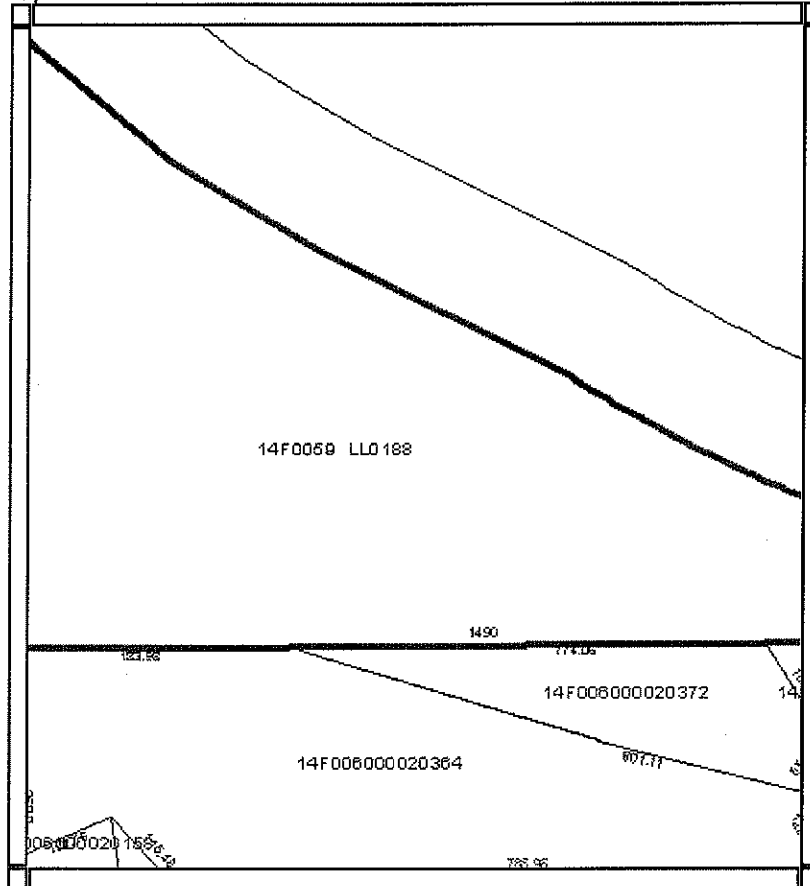
CURRENT RECORD

1 of 1

[Return to Search Results](#)

Photo

Layers



GIS Data
Last GIS Data Update: 19-Jul-2009

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PARID: 14F0059 LL0188
ASTON INVESTMENT CORP

0 BAKERS FERRY RD

Parcel

Parcel ID	14F-0059- LL-018-8
Address	0 BAKERS FERRY RD
City	FUL
Neighborhood	C505
Class	14
Land Use Code	400-Vacant Industrial Land **
Acres	9.45
Utilities	1-ALL PUBLIC/-/-
Tax District	55
Tax Year	2010

Owner(s)

Owner Name	ASTON INVESTMENT CORP
Owner Name 2	

Current Values - 2010

Year	2010
Appraised Land	\$75,600
Appraised Building	\$0
Total Appraised Value	\$75,600
Assessed Land	\$30,240
Assessed Building	\$0
Assessed Total	\$25,700

Values History

Tax Year	Total Appraised Value	Total Assessed Value
2010	75600	25700
2009	75600	30240
2008	75600	30240

CROSS REFERENCE
DE Book 48422 Page 573

ASTON

CROSS REFERENCE

DEED UNDER POWER OF SALE

GEORGIA, FULTON COUNTY
FILED AND RECORDED

1994 FEB 11 AM 9:48

CHAITA HICKS
CLERK, SUPERIOR COURT

THIS INDENTURE, made on September 3, 1993, by and between ASTON INVESTMENT CORPORATION, as Attorney-in-Fact for said TECHNOLIS, INC., as Grantor, and ASTON INVESTMENT CORPORATION, as Grantee.

WITNESSETH; That on January 5, 1993, pursuant to the authority of a power of sale contained in a Security Deed and Agreement from TECHNOLIS, INC. to ASTON INVESTMENT CORPORATION dated April 11, 1990, recorded in Deed Book 13350, Page 213, Fulton County, Georgia records, the undersigned, as Attorney-in-Fact as aforesaid, did offer for sale at public outcry, during the legal hours of sale, to the highest bidder for cash, before the courthouse door of Fulton County, Georgia, the property hereinafter described, at which sale Grantee herein was the highest and best bidder, and said property was then and there knocked off and sold to Grantee herein for the sum of \$550,000.00 cash. Such sale was made after advertising the time, date, place and terms thereof once a week for four weeks prior to said sale, to wit: on December 8, 15, 22 and 29, 1992 in The Fulton County Daily Report, a newspaper of general circulation in said County, being the publication designated as the official organ of said County and in which the Sheriff's advertisements for said County are now published, and said advertisement and the exercise of such power of sale complied in all respects with the requirements of the power of sale contained in the Security Deed and Agreement. Sale was made for the purpose of paying the indebtedness secured by such Security Deed and Agreement, and all expenses of sale, all of which were due and payable by reason of default under the terms of such Security Deed and Agreement, the default remaining uncured, and the holder of such Security Deed and Agreement having declared the entire remaining balance of such indebtedness due and payable.

NOW THEREFORE, for and in consideration of the sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS in hand paid at and before the sealing and delivery of this instrument, and in

Fulton County, Georgia
State Transfer Tax
\$550.00
2/11/94
CHAITA HICKS
Clerk, Superior Court
JCH

BOOK 17785 PAGE 094

consideration of the facts hereinbefore recited, ASTON INVESTMENT CORPORATION, as Attorney-in-Fact as aforesaid, acting under and by virtue of the power of sale contained in such Security Deed and Agreement, has bargained, sold and conveyed, and does hereby bargain, sell and convey unto Grantee herein, Grantee's successors and assigns, the following described property to wit:

All those tracts or parcels of land lying and being in Land Lots 58 and 59 of the 14th FF District of Fulton County, Georgia and being more particularly described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said above-described property unto the said Grantee, Grantee's successors and assigns in fee simple.

This conveyance is made subject to any unpaid taxes, assessments, easements, restrictions of record, or other interests in such property, if any, which are superior to such Security Deed and Agreement, it being the purpose and intent of this instrument to convey all of the right, title, equity and interest in such property of said TECHNOPSIS, INC., its successors and assigns, and all persons whomsoever claiming thereunder. All notices as required by Section 44-14-162.2 of the Code of Georgia have been timely given.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and affixed its seal on the day and year first above written.

ASTON INVESTMENT CORPORATION, as
Attorney-in-Fact for Technopolis, Inc.

By: [Signature]
Title: [Signature]

Attest: _____
Title: _____

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness BRENDA L. GARRETSON

[Signature]
Official Witness PAULA L. DAY

(CORPORATE SEAL)

CORP.
SEAL

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 3rd day of September, 1993,
by Alan Freeman, President of Aston Investment Corporation, a Michigan corporation
on behalf of said corporation.

N.P.
SEAL

[Signature]
Paula L. Day, Notary Public
Oakland County, Michigan
My Commission Expires: 10-2-94

BOOK 17785 PAGE 095

EXHIBIT "A"

TRACT "A":

All that tract or parcel of land lying and being in Land Lots 58 and 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the east line of Land Lot 59 a distance of 306.34 feet north of the southeast corner of said Land Lot 59, said point also being located at the intersection of the northerly right-of-way line of the CSX Railroad 150 foot right-of-way and the east line of Land Lot 59; thence northwesterly along the northern right-of-way line of the said CSX Railroad right-of-way and following the curvature of said right-of-way a distance of 3378.35 feet to a point on the west line of Land Lot 59, said point also being located at the intersection of the northerly right-of-way line of said CSX Railroad right-of-way and the west line of Land Lot 59; thence North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 and crossing a 100 foot CSX Railroad Easement a distance of 336.92 feet to a 1/2 inch rebar, said 1/2 inch rebar being located at the intersection of the northerly side of a 100 foot CSX Railroad Easement and the west line of Land Lot 59; thence North 74 degrees 42 minutes 45 seconds East along the northerly side of the aforesaid 100 foot easement a distance of 1104.01 feet to a 1/2 inch rebar set on the westerly side of a Georgia Power Company Easement; thence North 26 degrees 16 minutes 21 seconds West along the westerly side of the aforementioned Georgia Power Company Easement a distance of 734.31 feet to a 1/2 inch rebar on the southerly right-of-way line of Bakers Ferry Road; thence northeasterly along the southern right-of-way line of Bakers Ferry Road a distance of 730.72 feet to a nail set at the intersection of the southerly right-of-way line of Bakers Ferry Road and the southerly right-of-way line of Boulder Park Drive; thence southeasterly and easterly along the southerly right-of-way line of Boulder Park Drive a distance of 1018.78 feet to a 1/2 inch rebar, which is located 660.00 feet from the intersection of the southerly right-of-way line of Boulder Park Drive and the east line of Land Lot 59; thence South 00 degrees 20 minutes 59 seconds West a distance of 660.00 feet to a 1/2 inch rebar set; thence North 89 degrees 46 minutes 28 seconds East a distance of 660.00 feet to the east line of Land Lot 59; thence South 00 degrees 21 minutes 00 seconds West along the east line a distance of 1915.80 feet to a point on the northerly right-of-way of the CSX Railroad and the Point of Beginning. Said courses and distances are shown as Tract "A" containing 107.161 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

LESS AND EXCEPT from the above-described property the property acquired by the American Legion by Deed recorded in Deed Book 2582, Page 156, Fulton County, Georgia records.

TRACT "B":

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the southwest corner of Land Lot 59 and run North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 a distance of 454.23 feet to a 1/2 inch rebar set; thence North 47 degrees 40 minutes 27 seconds East along the southerly side of a 100 foot CSX Railroad right-

of-way, a distance of 503.09 feet to a point; thence running North 05 degrees 57 minutes 42 seconds West and crossing the aforementioned right-of-way a distance of 124.51 feet to a 1/2 inch rebar and the Point of Beginning; run thence North 68 degrees 17 minutes 18 seconds West a distance of 119.31 feet to a 1/2 inch rebar; thence North 21 degrees 33 minutes 27 seconds East a distance of 569.78 feet to a 1/2 inch rebar on the southerly line of the CSX Railroad 150 foot right-of-way; thence southeasterly along the southern line of the 150 foot CSX Railroad right-of-way a distance of 668.33 feet to a 1/2 inch rebar located at the intersection of the southerly line of the 150 foot CSX Railroad right-of-way and the northerly side of the 100 foot CSX Railroad right-of-way; thence southwesterly along the northerly line of the 100 foot CSX Railroad right-of-way a distance of 748.03 feet to the Point of Beginning. Said courses and distances are shown as Tract "B" containing 4.265 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

TRACT "C":

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the southeast corner of Land Lot 59 and run North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 a distance of 429.00 feet to the Point of Beginning; run thence North 00 degrees 04 minutes 07 seconds East along the west line of said Land Lot 59 a distance of 25.23 feet to a 1/2 inch rebar on the southerly side of the CSX Railroad 100 foot right-of-way; thence northeasterly along the southerly right-of-way of the CSX Railroad 100 foot right-of-way a distance of 1449.08 feet to a 1/2 inch rebar at the intersection of the southerly side of the CSX Railroad 100 foot right-of-way and the southerly side of the CSX Railroad 150 foot right-of-way (said rebar being hereafter designated as "Traverse Point A"); thence continuing along the southerly side of the CSX Railroad 150 right-of-way a distance of 204.8 feet, more or less, to the centerline of Utoy Creek; thence westerly, southwesterly, southerly, southeasterly, southerly, southwesterly and westerly along the centerline of Utoy Creek and following the meanderings thereof a distance of 1092.8 feet, more or less; thence leaving said creek and running South 09 degrees 16 minutes 59 seconds West a distance of 164.23 feet, more or less, to a 1/2 inch rebar set (said rebar being hereafter referred to as "Traverse Point B"), (the traverse lines from "Traverse Point A" to "Traverse Point B" run as follows: South 89 degrees 58 minutes 10 seconds West a distance of 181.83 feet to a point; thence South 43 degrees 53 minutes 16 seconds West a distance of 426.27 feet to a point; thence South 77 degrees 19 minutes 09 seconds West a distance of 355.40 feet to Traverse Point B); thence from Traverse Point B run South 89 degrees 16 minutes 59 seconds West a distance of 549.77 feet to the west line of Land Lot 59 and the Point of Beginning. Said courses and distances are shown as Tract "C" containing 10.744 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

TRACT "D":

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at the southeast corner of Land Lot 59 and running North 89 degrees 47 minutes 03 seconds West along the south line of Land Lot 59 a distance of 1172.15 feet to a 1/2 inch rebar set; thence North 14 degrees 50 minutes 28 seconds West a distance of 697.52 feet to a 1/2 inch rebar set on the southerly line of the CSX Railroad 150 foot right-of-way; thence southeasterly along the southerly line of the CSX Railroad 150 foot right-of-way a distance of 1465.42 feet to a 1/2 inch rebar set on the east line of Land Lot 59; thence South 00 degrees 21 minutes 00 seconds West along the east line of Land Lot 59 a distance of 156.15 feet to the southeast corner of Land Lot 59 and the Point of Beginning. Said courses and distances are shown as Tract "D" containing 9.452 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

ASTON

GAMBRELL, CLARKE, ANDERSON & STOLZ
SUITE 1230

NP 6757/Technopolis

1000 ABERNATHY ROAD, N.E.
ATLANTA, GEORGIA 30328STATE OF GEORGIA
COUNTY OF Fulton

SECURITY DEED AND AGREEMENT

THIS INDENTURE is made this 11th day of April, 1990, by and between Technopolis, Inc., a Georgia corporation party of the first part, hereinafter referred to as "Grantor"; and ASTON INVESTMENT CORPORATION

having its principal office at 148 Chesterfield, Bloomfield Hills, Michigan 48013.
WITNESSETH:

FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Grantee resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells unto Grantee the following described land:

All those tracts or parcels of land lying and being in Land Lots 58 and 59 of the 14th FF District of Fulton County, Georgia and being more particularly described in Exhibit "A" attached hereto.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and other improvements now or hereafter located thereon or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all the tenements, hereditaments, easements and appurtenances belonging thereto or in any wise appertaining accruing therefrom, whether now or hereafter due; (iii) all rents, issues, income, revenues and profits with any part or parcel thereof or any buildings, structures or improvements now or hereafter arising in connection with any part or parcel thereof; (iv) all accounts and contract rights now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements therein, or in any part or parcel thereof; (vi) all estates, rights, title and interest in or to the land or any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures whether actually or constructively attached thereto and including all trade, domestic and ornamental fixtures, furniture, furnishings and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and other improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof. All of the foregoing are hereinafter sometimes referred to collectively as the "Premises."

TO HAVE AND HOLD the Premises to the only proper use, benefit and behoof of Grantee, forever, in fee simple GRANTOR WARRANTS that Grantor has good title to the Premises, that Grantor is lawfully seized and possessed of the Premises, that Grantor has the right to convey the Premises, that the Premises are unencumbered except as may be herein expressly provided and that Grantor shall forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

THIS INSTRUMENT IS A DEED passing legal title pursuant to the laws of the State of Georgia governing deeds to secure debt and a security agreement granting a security interest pursuant to the Uniform Commercial Code of the State of Georgia, and it is not a mortgage. This deed and security agreement is made and intended to secure: (i) an obligation of Grantor to Grantee evidenced as follows:

A Promissory Note from Grantor payable to the order of Grantee in the original amount of \$400,000.00 dated of even date and being due and payable in full on April 11, 1991.

GEORGIA Fulton County Clerk's Office Superior Court
Filed & Recorded, APR 19 1990 at 10:30

(ii) any and all renewal or renewals, extension or extensions, modification or modifications thereof, and substitution or substitutions thereof, either in whole or in part; and (iii) all indebtedness now or hereafter owing by Grantor to Grantee, or due or to become due, and any and all renewal or renewals, extension or extensions, modification or modifications of and substitution or substitutions for, said indebtedness, either in whole or in part. The obligations which this deed and security agreement is given to secure are hereinafter sometimes referred to collectively as the "Indebtedness." This deed and security agreement is hereinafter sometimes referred to as this "Security Deed."

GRANTOR COVENANTS AND AGREES: (1) Junior Encumbrances Grantor shall not create or permit to exist any liens or encumbrances on the Premises which are junior and inferior in terms of priority to this Security Deed. (2) Payments Grantor shall pay, when due and payable (i) the Indebtedness in accordance with the terms and conditions of the instruments evidencing the same, (ii) all taxes, all assessments, general or special, and all other charges levied on or assessed or placed or made against the Premises, this Security Deed, the Indebtedness or any interest of Grantee in the Premises, required by this Security Deed; (iii) premiums on policies of fire and casualty insurance covering the Premises, as Indebtedness or any part thereof; (iv) premiums on all life insurance policies now or hereafter pledged as collateral for the Security Deed or now or hereafter required by Grantee in connection with the Premises or the Indebtedness or any part of either; and (v) all ground rents, lease rentals and other payments respecting the Premises payable by Grantor. Grantor shall promptly deliver to Grantee, upon request by Grantee, receipts showing payment in full of all the foregoing items; provide, however, that Grantee shall not require a receipt showing payment in full of the Indebtedness. In the event any lien or encumbrance is created or permitted to exist on the Premises, Grantor shall, at its expense, cause the same to be removed or discharged in any manner changes or modifies the laws in force on the date hereof governing the taxation of the Indebtedness or the manner of collecting the taxes thereon so as to adversely affect Grantee by requiring that a payment or payments be made or other action be taken to protect Grantee's interest under this Security Deed or the Indebtedness, or in the event Grantor shall pay any amounts required on or before the date the same are due or take any other action required on or before the date any such action must be taken. (3) Grantor's Acts in Behalf of Grantor In the event Grantor shall either fail or refuse to pay or cause to be paid, as the same shall become due and payable, any item (including all items specified at Paragraph (2) immediately above) which either fail or refuse to do or perform any act which Grantor is obligated to do or perform hereunder or which Grantor may do or perform to cure an event of default hereunder, then Grantee, at Grantee's option, may make such payment or do or perform such act on behalf of Grantor. All such payments made by Grantee and all costs and expenses incurred by Grantee in doing or performing such interest thereon shall also be part of the Indebtedness secured hereby and shall bear interest at the highest rate per annum then being charged with respect to any part of the Indebtedness secured hereby and shall be paid by Grantee, and from time to time upon request by Grantee, make, execute and deliver, or cause to be made, executed and delivered, any and all other and further instruments, documents, certificates, agreements, letters, representations and other writings which may be necessary or desirable, in the opinion of Grantee, in order to effectuate, complete, correct, perfect or continue and preserve the obligations of Grantor under the Indebtedness and the lien and security interest of Grantee hereunder. Grantor shall upon request by Grantee certify in writing to Grantee, or to any proposed assignee of this Security Deed, the amount of principal and interest then owing on the Indebtedness and whether or not any set-offs or defenses exist against all or any part of the Indebtedness.

FORM 6010-070 (11-88)

BOOK 13350 PAGE 213

(5) **Rents and Leases:** Grantor hereby transfers, assigns and conveys unto Grantee all of Grantor's right, title and interest in and to all leases or undertakings to lease now or hereafter existing or made, and all other agreements for use or occupancy, with respect to the Premises or any part thereof, and grants to Grantee a security interest in all rents, issues, income, revenues, profits, accounts and faithfully perform the covenants of Grantor as lessor under all present and future leases of all or any portion of the Premises. Grantor shall not do, neglect to do, or permit to be done, anything which may cause the termination of such leases, or any of them, or which may diminish or impair their value or the rents provided for Grantor, shall not consent to the cancellation or surrender of any of the Premises or any part thereof now existing or hereafter to be made, shall not modify any such lease so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder and shall not collect rents from the Premises or any part thereof for more than one month in advance. Grantor shall procure and deliver to Grantee upon request as required by and in form and substance satisfactory to Grantee, together with proof of due service of a copy of such assignment on each lessee, tenant, occupant in possession or other user of the Premises or any part thereof (16) **Maintenance and Repair:** Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances, rules, regulations and directives of any governmental authority including but not limited to any buildings, structures, parking lots, driveways or other improvements now or hereafter constructed on the land which is part of the Premises shall be removed, demolished or materially altered without the prior written consent of Grantee. If at any time during the continuance of the Indebtedness any addition, alteration, change, repair, reconstruction or other work on the Premises or any part thereof, the entire expense thereof, regardless of when the same shall be incurred or become due, shall be the sole obligation and responsibility of Grantor, and Grantor shall keep the Premises insured against loss or damage by fire and such other causes as Grantee may require from time to time, with such companies, in such amounts and under such forms of policies as Grantee may approve. Such policies shall insure Grantee's interest in the Premises, name Grantee as an insured party thereunder, provide that no cancellation or reduction in coverage shall be effective unless the insurer first gives Grantee thirty (30) days prior written notice. Irrespective of the insurance required and approved by Grantee, Grantor shall against loss or damage to the Premises, and Grantor hereby grants to Grantee a security interest in the proceeds from any and all such policies. Grantor shall also procure and maintain public liability insurance coverage with such companies, in such amounts and under such forms of policies as Grantee may approve, naming Grantee as an additional insured thereunder and providing prior written notice. Furthermore upon the issuance of all such policies, Grantor shall deliver the same to Grantee together with evidence satisfactory to Grantee that the premiums therefor have been paid. Within fifteen (15) days prior to the expiration date of each such policy, Grantor shall deliver to Grantee a renewal policy together with evidence satisfactory to Grantee that the premium therefor has been paid. In the event of a foreclosure and sale by Grantor of the Premises, the purchaser of the Premises shall succeed to all rights of Grantor in and to such policies, including the right to the refund of unearned premiums and to warranty or representation, express or implied, and without recourse. In the event of damage to or destruction of the Premises or any part thereof, Grantee may adjust, settle or compromise claims under such policies, and the proceeds therefrom shall be paid to Grantee. Grantee, at Grantee's option and at Grantee's sole discretion, may either (i) apply the proceeds or any part thereof to the Indebtedness or (ii) require Grantor to repair, replace or reconstruct the Premises or any part thereof and disburse the proceeds to Grantor to be applied against the costs and expenses thereof as incurred or paid by Grantor. (8) **Flood Insurance:** Grantor represents and has certified to Grantee that no part of the Premises lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973. In the event Grantee determines that the rules or regulations of the Federal Reserve Board, the Comptroller of the Currency or any other governmental agency licensing or regulating the operations of Grantee require that flood insurance coverage be obtained for the Premises or any part thereof in order for Grantee to comply with such rules or regulations or with the Flood Disaster Protection Act of 1973 as then in effect, then Grantor, upon receiving written notice from Grantee of such determination, shall promptly purchase and pay the premiums for such flood insurance policies as Grantee deems required by such agency or agencies so that Grantee shall be deemed in compliance with the rules and regulations of such agency or agencies and with the Flood Disaster Protection Act of 1973 as then in effect; and (ii) shall deliver such policies to Grantee together with evidence satisfactory to Grantee that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Grantee, shall name Grantee as an insured thereunder, shall provide that losses thereunder be payable to Grantee pursuant to such forms of loss payable clause as Grantee may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to the Premises under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Grantee except upon thirty (30) days prior written notice given by the insurer to Grantee. Within ten (10) days prior to the expiration date of each such flood insurance policy, Grantor shall deliver to Grantee a renewal policy or endorsement together with evidence satisfactory to Grantee that the premium therefor has been paid. (9) **Condemnation:** To the extent of the Indebtedness, Grantor grants to Grantee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Grantor may be or may become entitled or which Grantee may receive by reason of injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain, Grantor shall continue to pay the Indebtedness. All sums paid or payable to Grantor by reason of any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain shall be delivered to Grantee and Grantee, at Grantee's option and at Grantee's sole discretion, may either (i) apply the sum or any part thereof to the Indebtedness or (ii) require Grantor to repair, replace or reconstruct the Premises or any part thereof and disburse such sums to Grantor to be applied against the costs and expenses thereof as incurred or paid by Grantor. (10) **Inspection:** Grantor shall permit any person designated by Grantee to visit and inspect the Premises, to examine the books of account and other records of Grantor with respect to the Premises, and to discuss the affairs, finances and accounts of Grantor with and times and intervals as Grantee may desire. (11) **Restriction on Transfer:** Unless Grantee gives its written consent thereto and such consent is recorded in the public deed records of the Clerk of the Superior Court of the county in which this Security Deed is recorded, Grantor shall not grant, bargain, convey, transfer, assign, exchange or sell all or any portion of Grantor's interest in the Premises prior to the satisfaction and release by Grantee of this Security Deed.

EVENTS OF DEFAULT hereunder shall be the occurrence of any one or more of the following: (1) **Payment of Indebtedness:** Failure of Grantor to pay the Indebtedness or any part thereof when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for payment or at a date fixed by reason of acceleration of the due date thereof or otherwise. (2) **Other Payment and Terms:** Failure of Grantor to make any payment (other than on the Indebtedness) required hereunder or to observe, perform, or comply with any of the covenants, terms or conditions set forth herein, or in any other instrument, document, agreement, letter or other writing heretofore, concurrently herewith or in the future executed by Grantor in favor of Grantee in connection with any transaction which resulted in the Indebtedness or any part thereof. (3) **False Statements:** If any certificate, representation, warranty, statement or other writing made herein or heretofore, now or hereafter furnished by Grantor to or on behalf of Grantee in connection with any transaction which resulted in the Indebtedness or any part thereof should be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially damaged or altered as a result of which the value of the Premises shall be diminished. (4) **Seizure or Levy:** If the Premises or any part thereof be seized or levied upon under legal process or a receiver be appointed for the Premises or any part thereof or for Grantor. (5) **Liens:** If any Federal tax lien or any claim of lien for labor, material or architectural or engineering services furnished or alleged to have been furnished in the improvement of or with respect to the Premises is filed of record against Grantor or the Premises and is not removed from record by payment or bond within thirty (30) days from the date of such filing. (6) **Priority Claim:** If any person shall assert any claim of priority over this Security Deed in any legal or equitable proceeding, and such claim shall not become insolvent or make an assignment for benefit of creditors; or if Grantor should file a petition for bankruptcy or an arrangement pursuant to the Federal Bankruptcy Act or any similar statute, or if Grantor be adjudicated a bankrupt or an insolvent, or if any proceeding is instituted against or on behalf of Grantor alleging that Grantor is insolvent or unable to pay Grantor's debts as they mature, or if a petition for the bankruptcy or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute is filed. (7) **Reversion:** If there should be appointed a receiver, liquidator or trustee for Grantor or for any property of Grantor. (8) **Judgments:** If any judgment is rendered against Grantor which is not paid in full and satisfied or is not appealed from within the time allowed for appeals and paid in full and satisfied when it becomes final. (9) **Liquidation or Dissolution:** Should Grantor, if a corporation, be liquidated or dissolved or its articles of incorporation expire or be revoked, or if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire.

GRANTEE'S REMEDIES AND POWER OF SALE upon the occurrence of an event of default shall be that, at Grantee's option and election without notice to Grantor, Grantee may declare all or any portion of the indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable by Grantor and Grantee, at Grantee's option and election, may do any notice of any kind, all of which are expressly waived by Grantor, and Grantee, at Grantee's option and election, may do any one or more of the following: (1) *Entry and Possession*: Grantee may enter upon the Premises or any part thereof and take possession thereof, excluding therefrom Grantor and all agents, employees and representatives of Grantor, employ a manager of conduct business thereon, make all necessary and appropriate repairs, renewals, and replacements, keep the Premises insured, or carry out or enter into agreements of any kind with respect to the Premises; (2) *Collection of Rents*: Grantee may collect and receive all rents, issues, income, revenues, profits, accounts and contract rights from the Premises, and apply the same to the indebtedness, after deducting therefrom all costs, charges and expenses of taking, holding, managing, and operating the Premises, including the fees and expenses of Grantee's attorneys, and agents; (3) *Foreclosure*: Grantee may pay any sum or sums deemed necessary or appropriate by Grantee to protect the Premises or any part thereof or Grantee's interest therein; (4) *Other Remedies*: Grantee may exercise all rights and remedies contained in any other instrument, document, agreement or other writing, resulting in the indebtedness or any part thereof; (5) *Appointment of Receiver*: Grantee may make application to any court and be entitled to the appointment of a receiver to take charge of the Premises or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Premises as security for the indebtedness or any other matter usually incident to the appointment of a receiver; (6) *U.C.C. Remedies*: With respect to the personal property in Security Deed, the Uniform Commercial Code (44 U.S.C. 9-101 et seq. of the U.S. Code, Annotated) and any other applicable law, to be designated by Grantee, which shall be reasonably convenient to Grantor and Grantee. Any notice required to be given by Grantee of a public or private sale, leave or other disposition of the personal property or any other intended action by Grantee may be personally delivered to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Grantee at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action; (7) *Power of Sale*: Grantee may sell the Premises, or any part thereof or any interest therein separately, at Grantee's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Premises, or a part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement published once a week for four weeks, without regard for the number of days, in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Grantee may bid and sufficient conveyance of the Premises or the part thereof or interest therein sold. Grantee's conveyance may contain recitals as to the occurrence of any event of default under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Grantee shall be binding and conclusive upon Grantor, and the sale and conveyance made by Grantee shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Premises, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Grantee may hold one or more sales hereunder until the indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Grantee as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Grantee as Grantor's agent and attorney-in-fact hereunder. Grantee's agents and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the indebtedness has been satisfied in full. The proceeds of each sale by Grantee hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorney's fees if applicable, then to pay the indebtedness in full. Grantee shall determine, at Grantee's option and in Grantee's discretion, if the proceeds of any sale are not sufficient to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Premises, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

All rights and remedies set forth above are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Grantee to collect or enforce the indebtedness, exercise each and every such right and remedy concurrently or separately.

ADDITIONAL PROVISIONS of this Security Deed, constituting additional covenants and agreements by Grantor, are as follows: (1) *Applicable Law*: This Security Deed shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Georgia. (2) *Forebearance*: Grantee shall not be deemed to waive any of Grantor's rights or remedies hereunder unless such waiver be in writing and signed by or on behalf of Grantee. No delay, omission or forbearance by Grantee in exercising any of Grantor's rights or remedies shall operate as a waiver of such rights or remedies, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or any remedy on any future occasion. (3) *Time, Time and Precedence*: The text of separate sections, paragraphs and sub-paragraphs hereof are solely for reference purposes and shall not affect the meaning, construction, interpretation or effect of the text. (4) *Notices*: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to Grantor if personally delivered or if mailed in the United States mail, by certified mail with a return receipt requested and with postage prepaid, to Grantor's last address known to Grantee. (5) *Severability*: In the event that any of the terms, provisions or covenants of this Security Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of this Security Deed are held to be partially or wholly unenforceable. (6) *Definitions*: The word "Grantor" as used herein shall include the plural should more than one Grantor execute this document; the masculine and feminine gender, regardless of the sex of Grantor or any of them, individuals, partnerships, joint ventures, corporations and other legal entities should such an entity execute this document; and the heirs, legal representatives, successors and assigns of Grantor. If more than one party shall execute this Security Deed, the word "Grantor" shall mean all parties signing, and each of them, and each and every agreement and obligation of Grantor shall be and mean the joint and several undertaking of each of them. The word "Grantee" as used herein shall include the transferees, successors, legal representatives and assigns of Grantee, and all rights of Grantee hereunder shall inure to the benefit of its transferees, successors, legal representatives and assigns. (7) *Other Provisions*: The terms and conditions set forth in Exhibit "B", if any, attached hereto are legal incorporated herein and made a part hereof by reference.

GRANTOR EXPRESSLY WAIVES the following: (1) *Notice and Hearing*: Any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Grantee by this Security Deed, and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated without prior notice or judicial hearing or both; and (2) *all homestead* rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, or any part thereof. All waivers by Grantor in this paragraph have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights, been voluntarily, intelligently and knowingly made.

IN WITNESS WHEREOF, this Security Deed has been executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:

Robert Rogero
Notary Public

Official Witness

John D. Brown
Notary Public

Notary Public, Fulton County, Georgia
Commercial Loan Department Commission Expires May 14, 1994

Security Deed Form No.

First Priority Lien Position

(Second Priority By Attaching Exhibit "B")

TECHNOPOLIS, INC., a Georgia corporation

By: *Charles Davis* (SEAL)

Title: *President*

Attest: *[Signature]* (SEAL)

Title: *Secretary*

(CORPORATE SEAL) (SEAL) CORP. SEAL

N.P.
SEAL

BOOK 23350 PAGE 215

EXHIBIT "A"

TRACT "A": 14F0059LL0170 Aston

All that tract or parcel of land lying and being in Land Lots 58 and 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the east line of Land Lot 59 a distance of 306.34 feet north of the southeast corner of said Land Lot 59, said point also being located at the intersection of the northerly right-of-way line of the CSX Railroad 150 foot right-of-way and the east line of Land Lot 59; thence northwesterly along the northern right-of-way line of the said CSX Railroad right-of-way and following the curvature of said right-of-way a distance of 3378.35 feet to a point on the west line of Land Lot 59, said point also being located at the intersection of the northerly right-of-way line of said CSX Railroad right-of-way and the west line of Land Lot 59; thence North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 and crossing a 100 foot CSX Railroad Easement a distance of 336.92 feet to a 1/2 inch rebar, said 1/2 inch rebar being located at the intersection of the northerly side of a 100 foot CSX Railroad Easement and the west line of Land Lot 59; thence North 74 degrees 42 minutes 45 seconds East along the northerly side of the aforesaid 100 foot easement a distance of 1104.01 feet to a 1/2 inch rebar set on the westerly side of a Georgia Power Company Easement; thence North 26 degrees 16 minutes 21 seconds West along the westerly side of the aforementioned Georgia Power Company Easement a distance of 734.31 feet to a 1/2 inch rebar on the southerly right-of-way line of Bakers Ferry Road; thence northeasterly along the southern right-of-way line of Bakers Ferry Road a distance of 730.72 feet to a nail set at the intersection of the southerly right-of-way line of Bakers Ferry Road and the southerly right-of-way line of Boulder Park Drive; thence southeasterly and easterly along the southerly right-of-way line of Boulder Park Drive a distance of 1018.78 feet to a 1/2 inch rebar, which is located 660.00 feet from the intersection of the southerly right-of-way line of Boulder Park Drive and the east line of Land Lot 59; thence South 00 degrees 20 minutes 59 seconds West a distance of 660.00 feet to a 1/2 inch rebar set; thence North 89 degrees 46 minutes 28 seconds East a distance of 660.00 feet to the east line of Land Lot 59; thence South 00 degrees 21 minutes 00 seconds West along the east line a distance of 1915.80 feet to a point on the northerly right-of-way of the CSX Railroad and the Point of Beginning. Said courses and distances are shown as Tract "A" containing 107.161 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

LESS AND EXCEPT from the above-described property the property acquired by the American Legion by Deed recorded in Deed Book 2582, Page 156, Fulton County, Georgia records.

TRACT "B":

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the southwest corner of Land Lot 59 and run North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 a distance of 454.23 feet to a 1/2 inch rebar set; thence North 47 degrees 40 minutes 27 seconds East along the southerly side of a 100 foot CSX Railroad right-

BOOK 13350 PAGE 216

of-way, a distance of 503.09 feet to a point; thence running North 05 degrees 57 minutes 42 seconds West and crossing the aforementioned right-of-way a distance of 124.51 feet to a 1/2 inch rebar and the Point of Beginning; run thence North 68 degrees 17 minutes 18 seconds West a distance of 119.31 feet to a 1/2 inch rebar; thence North 21 degrees 33 minutes 27 seconds East a distance of 569.78 feet to a 1/2 inch rebar on the southerly line of the CSX Railroad 150 foot right-of-way; thence southeasterly along the southern line of the 150 foot CSX Railroad right-of-way a distance of 668.33 feet to a 1/2 inch rebar located at the intersection of the southerly line of the 150 foot CSX Railroad right-of-way and the northerly side of the 100 foot CSX Railroad right-of-way; thence southwesterly along the northerly line of the 100 foot CSX Railroad right-of-way a distance of 748.03 feet to the Point of Beginning. Said courses and distances are shown as Tract "B" containing 4.265 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

TRACT "C": 14F0059 LLO170

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the southeast corner of Land Lot 59 and run North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 a distance of 429.00 feet to the Point of Beginning; run thence North 00 degrees 04 minutes 07 seconds East along the west line of said Land Lot 59 a distance of 25.23 feet to a 1/2 inch rebar on the southerly side of the CSX Railroad 100 foot right-of-way; thence northeasterly along the southerly right-of-way of the CSX Railroad 100 foot right-of-way a distance of 1449.08 feet to a 1/2 inch rebar at the intersection of the southerly side of the CSX Railroad 100 foot right-of-way and the southerly side of the CSX Railroad 150 foot right-of-way (said rebar being hereafter designated as "Traverse Point A"); thence continuing along the southerly side of the CSX Railroad 150 foot right-of-way a distance of 204.8 feet, more or less, to the centerline of Utoy Creek; thence westerly, southwesterly, southerly, southeasterly, southerly, southwesterly and westerly along the centerline of Utoy Creek and following the meanderings thereof a distance of 1092.8 feet, more or less; thence leaving said creek and running South 09 degrees 16 minutes 59 seconds West a distance of 164.23 feet, more or less, to a 1/2 inch rebar set (said rebar being hereafter referred to as "Traverse Point B"), (the traverse lines from "Traverse Point A" to "Traverse Point B" run as follows: South 89 degrees 58 minutes 10 seconds West a distance of 181.83 feet to a point; thence South 43 degrees 53 minutes 16 seconds West a distance of 426.27 feet to a point; thence South 77 degrees 19 minutes 09 seconds West a distance of 355.40 feet to Traverse Point B); thence from Traverse Point B run South 89 degrees 16 minutes 59 seconds West a distance of 549.77 feet to the west line of Land Lot 59 and the Point of Beginning. Said courses and distances are shown as Tract "C" containing 10.744 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

TRACT "D": 14F0059 LLO188

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at the southeast corner of Land Lot 59 and running North 89 degrees 47 minutes 03 seconds West along the south line of Land Lot 59 a distance of 1172.15 feet to a 1/2 inch rebar set; thence North 14 degrees 50 minutes 28 seconds West a distance of 697.52 feet to a 1/2 inch rebar set on the southerly line of the CSX Railroad 150 foot right-of-way; thence southeasterly along the southerly line of the CSX Railroad 150 foot right-of-way a distance of 1465.42 feet to a 1/2 inch rebar set on the east line of Land Lot 59; thence South 00 degrees 21 minutes 00 seconds West along the east line of Land Lot 59 a distance of 156.15 feet to the southeast corner of Land Lot 59 and the Point of Beginning. Said courses and distances are shown as Tract "D" containing 9.452 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

44 DEP: 17785, 54

EXHIBIT "B"

Additional terms and conditions to that certain Security Deed and Agreement from Technopolis, Inc. to Aston Investment Corporation dated April 11, 1990.

1.

Prior to the commencement of any development or construction upon the Premises, Grantor covenants and agrees that it shall provide Grantee with a plat or survey of the property upon which any such development or construction is to take place and shall obtain the written approval of Grantee (which approval shall not be unreasonably withheld) respecting the location, dimensions and configuration of the property upon which such development shall take place.

RECORDED BY COM 20355
JUL 11 1990

BOOK 13350 PAGE 219

CROSS REFERENCE

DE Book 48422 Page 573

ASTON

GEORGIA, FULTON COUNTY
FILED AND RECORDED

1994 FEB 11 AM 9:48

CROSS REFERENCE

DEED UNDER POWER OF SALE

QUANTA HICKS
CLERK, SUPERIOR COURT

THIS INDENTURE, made on September 3, 1993, by and between ASTON INVESTMENT CORPORATION, as Attorney-in-Fact for said TECHNOLIS, INC., as Grantor, and ASTON INVESTMENT CORPORATION, as Grantee.

WITNESSETH: That on January 5, 1993, pursuant to the authority of a power of sale contained in a Security Deed and Agreement from TECHNOLIS, INC. to ASTON INVESTMENT CORPORATION dated April 11, 1990, recorded in Deed Book 13350, Page 213, Fulton County, Georgia records, the undersigned, as Attorney-in-Fact as aforesaid, did offer for sale at public outcry, during the legal hours of sale, to the highest bidder for cash, before the courthouse door of Fulton County, Georgia, the property hereinafter described, at which sale Grantee herein was the highest and best bidder, and said property was then and there knocked off and sold to Grantee herein for the sum of \$550,000.00 cash. Such sale was made after advertising the time, date, place and terms thereof once a week for four weeks prior to said sale, to wit: on December 8, 15, 22 and 29, 1992 in The Fulton County Daily Report, a newspaper of general circulation in said County, being the publication designated as the official organ of said County and in which the Sheriff's advertisements for said County are now published, and said advertisement and the exercise of such power of sale complied in all respects with the requirements of the power of sale contained in the Security Deed and Agreement. Sale was made for the purpose of paying the indebtedness secured by such Security Deed and Agreement, and all expenses of sale, all of which were due and payable by reason of default under the terms of such Security Deed and Agreement, the default remaining uncured, and the holder of such Security Deed and Agreement having declared the entire remaining balance of such indebtedness due and payable.

NOW THEREFORE, for and in consideration of the sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS in hand paid at and before the sealing and delivery of this instrument, and in

Fulton County, Georgia
 State Transfer Tax
 \$50.00
 \$2.00
 QUANTA HICKS
 Clerk, Superior Court
 JCH

BOOK 17785 PAGE 094

consideration of the facts hereinbefore recited, ASTON INVESTMENT CORPORATION, as Attorney-in-Fact as aforesaid, acting under and by virtue of the power of sale contained in such Security Deed and Agreement, has bargained, sold and conveyed, and does hereby bargain, sell and convey unto Grantee herein, Grantee's successors and assigns, the following described property to wit:

All those tracts or parcels of land lying and being in Land Lots 58 and 59 of the 14th FF District of Fulton County, Georgia and being more particularly described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said above-described property unto the said Grantee, Grantee's successors and assigns in fee simple.

This conveyance is made subject to any unpaid taxes, assessments, easements, restrictions of record, or other interests in such property, if any, which are superior to such Security Deed and Agreement, it being the purpose and intent of this instrument to convey all of the right, title, equity and interest in such property of said TECHNOPSIS, INC., its successors and assigns, and all persons whomsoever claiming thereunder. All notices as required by Section 44-14-162.2 of the Code of Georgia have been timely given.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and affixed its seal on the day and year first above written.

ASTON INVESTMENT CORPORATION, as
Attorney-in-Fact for Technopolis, Inc.

By: [Signature]
Title: [Signature]

Attest: _____
Title: _____

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness BRENDA L. GARRETSON

[Signature]
Official Witness PAULA L. DAY

(CORPORATE SEAL)

CORP.
SEAL

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 3rd day of September, 1993, by Alan Freeman, President of Aston Investment Corporation, a Michigan corporation on behalf of said corporation.

N.P.
SEAL

[Signature]
Paula L. Day, Notary Public
Oakland County, Michigan
My Commission Expires: 10-2-94

BOOK 17785 PAGE 095

EXHIBIT "A"

TRACT "A":

All that tract or parcel of land lying and being in Land Lots 58 and 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the east line of Land Lot 59 a distance of 306.34 feet north of the southeast corner of said Land Lot 59, said point also being located at the intersection of the northerly right-of-way line of the CSX Railroad 150 foot right-of-way and the east line of Land Lot 59; thence northwesterly along the northern right-of-way line of the said CSX Railroad right-of-way and following the curvature of said right-of-way a distance of 3378.35 feet to a point on the west line of Land Lot 59, said point also being located at the intersection of the northerly right-of-way line of said CSX Railroad right-of-way and the west line of Land Lot 59; thence North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 and crossing a 100 foot CSX Railroad Easement a distance of 336.92 feet to a 1/2 inch rebar, said 1/2 inch rebar being located at the intersection of the northerly side of a 100 foot CSX Railroad Easement and the west line of Land Lot 59; thence North 74 degrees 42 minutes 45 seconds East along the northerly side of the aforesaid 100 foot easement a distance of 1104.01 feet to a 1/2 inch rebar set on the westerly side of a Georgia Power Company Easement; thence North 26 degrees 16 minutes 21 seconds West along the westerly side of the aforementioned Georgia Power Company Easement a distance of 734.31 feet to a 1/2 inch rebar on the southerly right-of-way line of Bakers Ferry Road; thence northeasterly along the southern right-of-way line of Bakers Ferry Road a distance of 730.72 feet to a nail set at the intersection of the southerly right-of-way line of Bakers Ferry Road and the southerly right-of-way line of Boulder Park Drive; thence southeasterly and easterly along the southerly right-of-way line of Boulder Park Drive a distance of 1018.78 feet to a 1/2 inch rebar, which is located 660.00 feet from the intersection of the southerly right-of-way line of Boulder Park Drive and the east line of Land Lot 59; thence South 00 degrees 20 minutes 59 seconds West a distance of 660.00 feet to a 1/2 inch rebar set; thence North 89 degrees 46 minutes 28 seconds East a distance of 660.00 feet to the east line of Land Lot 59; thence South 00 degrees 21 minutes 00 seconds West along the east line a distance of 1915.80 feet to a point on the northerly right-of-way of the CSX Railroad and the Point of Beginning. Said courses and distances are shown as Tract "A" containing 107.161 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

LESS AND EXCEPT from the above-described property the property acquired by the American Legion by Deed recorded in Deed Book 2582, Page 156, Fulton County, Georgia records.

TRACT "B":

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the southwest corner of Land Lot 59 and run North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 a distance of 454.23 feet to a 1/2 inch rebar set; thence North 47 degrees 40 minutes 27 seconds East along the southerly side of a 100 foot CSX Railroad right-

of-way, a distance of 503.09 feet to a point; thence running North 05 degrees 57 minutes 42 seconds West and crossing the aforementioned right-of-way a distance of 124.51 feet to a 1/2 inch rebar and the Point of Beginning; run thence North 68 degrees 17 minutes 18 seconds West a distance of 119.31 feet to a 1/2 inch rebar; thence North 21 degrees 33 minutes 27 seconds East a distance of 569.78 feet to a 1/2 inch rebar on the southerly line of the CSX Railroad 150 foot right-of-way; thence southeasterly along the southern line of the 150 foot CSX Railroad right-of-way a distance of 668.33 feet to a 1/2 inch rebar located at the intersection of the southerly line of the 150 foot CSX Railroad right-of-way and the northerly side of the 100 foot CSX Railroad right-of-way; thence southwesterly along the northerly line of the 100 foot CSX Railroad right-of-way a distance of 748.03 feet to the Point of Beginning. Said courses and distances are shown as Tract "B" containing 4.265 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

TRACT "C":

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FP District of Fulton County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the southeast corner of Land Lot 59 and run North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 a distance of 429.00 feet to the Point of Beginning; run thence North 00 degrees 04 minutes 07 seconds East along the west line of said Land Lot 59 a distance of 25.23 feet to a 1/2 inch rebar on the southerly side of the CSX Railroad 100 foot right-of-way; thence northeasterly along the southerly right-of-way of the CSX Railroad 100 foot right-of-way a distance of 1449.08 feet to a 1/2 inch rebar at the intersection of the southerly side of the CSX Railroad 100 foot right-of-way and the southerly side of the CSX Railroad 150 foot right-of-way (said rebar being hereafter designated as "Traverse Point A"); thence continuing along the southerly side of the CSX Railroad 150 right-of-way a distance of 204.8 feet, more or less, to the centerline of Utoy Creek; thence westerly, southwesterly, southerly, southeasterly, southerly, southwesterly and westerly along the centerline of Utoy Creek and following the meanderings thereof a distance of 1092.8 feet, more or less; thence leaving said creek and running South 09 degrees 16 minutes 59 seconds West a distance of 164.23 feet, more or less, to a 1/2 inch rebar set (said rebar being hereafter referred to as "Traverse Point B"), (the traverse lines from "Traverse Point A" to "Traverse Point B" run as follows: South 89 degrees 58 minutes 10 seconds West a distance of 181.83 feet to a point; thence South 43 degrees 53 minutes 16 seconds West a distance of 426.27 feet to a point; thence South 77 degrees 19 minutes 09 seconds West a distance of 355.40 feet to Traverse Point B); thence from Traverse Point B run South 89 degrees 16 minutes 59 seconds West a distance of 549.77 feet to the west line of Land Lot 59 and the Point of Beginning. Said courses and distances are shown as Tract "C" containing 10.744 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

TRACT "D":

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FP District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at the southeast corner of Land Lot 59 and running North 89 degrees 47 minutes 03 seconds West along the south line of Land Lot 59 a distance of 1172.15 feet to a 1/2 inch rebar set; thence North 14 degrees 50 minutes 28 seconds West a distance of 697.52 feet to a 1/2 inch rebar set on the southerly line of the CSX Railroad 150 foot right-of-way; thence southeasterly along the southerly line of the CSX Railroad 150 foot right-of-way a distance of 1465.42 feet to a 1/2 inch rebar set on the east line of Land Lot 59; thence South 00 degrees 21 minutes 00 seconds West along the east line of Land Lot 59 a distance of 156.15 feet to the southeast corner of Land Lot 59 and the Point of Beginning. Said courses and distances are shown as Tract "D" containing 9.452 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

NP 6757/Technopolis

BOOK 13350 P. 213

(5) **Rents and Leases:** Grantor hereby transfers, assigns and conveys unto Grantee all of Grantor's right, title and interest in and to all leases or undertakings to lease now or hereafter existing or made, and all other agreements for use or occupancy, with respect to the Premises or any part thereof, and grants to Grantee a security interest in all rents, issues, income, revenues, profits, accounts and contract rights due or to become due thereunder or otherwise deriving from the use and occupancy of the Premises. Grantor shall faithfully perform the covenants of Grantor as lessor under all present and future leases of all or any portion of the Premises and shall not do, neglect to do, or permit to be done, anything which may cause the termination of such leases, or any of them, or which may diminish or impair their value or the rents provided for Grantor, shall not consent to the cancellation or surrender of any lease of the Premises or any part thereof now existing or hereafter to be made, shall not modify any such lease so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder and shall not collect rents from the Premises or any part thereof for more than one month in advance. Grantor shall procure and deliver to Grantee upon request as required by and in form and substance satisfactory to Grantee, together with proof of due service of a copy of such assignment on each lessee, tenant, occupant in possession or other user of the Premises or any part thereof, a recordable assignment of all of Grantor's interest in all leases now or hereafter existing or made with respect to the Premises or any part thereof, which assignment shall be in form and substance satisfactory to Grantee, together with proof of due service of a copy of such assignment on Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances, rules, regulations and directives of any governmental authority including but not limited to any buildings, structures, parking lots, driveways or other improvements now or hereafter constructed on the land which is part of the Premises shall be removed, demolished or materially altered without the prior written consent of Grantee. If at any time during the continuance of the Indebtedness any addition, alteration, change, repair, reconstruction or other work on the Premises or any part thereof, the entire expense thereof, regardless of when the same shall be incurred or become due, shall be the sole obligation and responsibility of Grantor, and Grantor shall keep the Premises insured against loss or damage by fire and such other causes as Grantee may require from time to time, with such companies, in such amounts and under such forms of policies as Grantee may approve. Such policies shall insure Grantee's interest in the Premises, name Grantee as an insured party thereunder, provide that no cancellation or reduction in coverage shall be effective unless the insurer first gives Grantee thirty (30) days prior written notice. Irrespective of the insurance required and approved by Grantee, Grantor shall against loss or damage to the Premises, and Grantor hereby grants to Grantee a security interest in the proceeds from any and all such policies. Grantor shall also procure and maintain public liability insurance coverage with such companies, in such amounts and under such forms of policies as Grantee may approve, naming Grantee as an additional insured thereunder and providing prior written notice. Furthermore upon the issuance of all such policies, Grantor shall deliver the same to Grantee together with evidence satisfactory to Grantee that the premiums therefor have been paid. Within fifteen (15) days prior to the expiration date of each such policy, Grantor shall deliver to Grantee a renewal policy together with evidence satisfactory to Grantee that the premium therefor has been paid. In the event of a foreclosure and sale by Grantor of the Premises, the purchaser of the Premises shall succeed to all rights of Grantor in and to such policies, including the right to the refund of unearned premiums and to warranty or representation, express or implied, and without recourse. In the event of damage to or destruction of the Premises or any part thereof, Grantee may adjust, settle or compromise claims under such policies, and the proceeds therefrom shall be paid to Grantee. Grantee, at Grantee's option and at Grantee's sole discretion, may either (i) apply the proceeds or any part thereof to the Indebtedness or (ii) require Grantor to repair, replace or reconstruct the Premises or any part thereof and disburse the proceeds to Grantor to be applied against the costs and expenses thereof as incurred or paid by Grantor. (8) **Flood Insurance:** Grantor represents and has certified to Grantee that no part of the Premises lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973. In the event Grantee determines that the rules or regulations of the Federal Reserve Board, the Comptroller of the Currency or any other governmental agency licensing or regulating the operations of Grantee require that flood insurance coverage be obtained for the Premises or any part thereof in order for Grantee to comply with such rules or regulations or with the Flood Disaster Protection Act of 1973 as then in effect, then Grantor, upon receiving written notice from Grantee of such determination, shall promptly purchase and pay the premiums for such flood insurance policies as Grantee deems required by such agency or agencies so that Grantee shall be deemed in compliance with the rules and regulations of such agency or agencies and with the Flood Disaster Protection Act of 1973 as then in effect; and (ii) shall deliver such policies to Grantee together with evidence satisfactory to Grantee that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Grantee, shall name Grantee as an insured thereunder, shall provide that losses thereunder be payable to Grantee pursuant to such forms of loss payable clause as Grantee may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to the Premises under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Grantee except upon thirty (30) days prior written notice given by the insurer to Grantee. Within ten (10) days prior to the expiration date of each such flood insurance policy, Grantor shall deliver to Grantee a renewal policy or endorsement together with evidence satisfactory to Grantee that the premium therefor has been paid. (9) **Condemnation:** To the extent of the Indebtedness, Grantor grants to Grantee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Grantor may be or may become entitled or which Grantee may receive by reason of injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain, Grantor shall continue to pay the Indebtedness. All sums paid or payable to Grantor by reason of any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain shall be delivered to Grantee and Grantee, at Grantee's option and at Grantee's sole discretion, may either (i) apply the sum or any part thereof to the Indebtedness or (ii) require Grantor to repair, replace or reconstruct the Premises or any part thereof and disburse such sums to Grantor to be applied against the costs and expenses thereof as incurred or paid by Grantor. (10) **Inspection:** Grantor shall permit any person designated by Grantee to visit and inspect the Premises, to examine the books of account and other records of Grantor with respect to the Premises, and to discuss the affairs, finances and accounts of Grantor with and times and intervals as Grantee may desire. (11) **Restriction on Transfer:** Unless Grantee gives its written consent thereto and such consent is recorded in the public deed records of the Clerk of the Superior Court of the county in which this Security Deed is recorded, Grantor shall not grant, bargain, convey, transfer, assign, exchange or sell all or any portion of Grantor's interest in the Premises prior to the satisfaction and release by Grantee of this Security Deed.

EVENTS OF DEFAULT hereunder shall be the occurrence of any one or more of the following: (1) **Payment of Indebtedness:** Failure of Grantor to pay the Indebtedness or any part thereof when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for payment or at a date fixed by reason of acceleration of the due date thereof or otherwise. (2) **Other Payment and Terms:** Failure of Grantor to make any payment (other than on the Indebtedness) required hereunder or to observe, perform, or comply with any of the covenants, terms or conditions set forth herein, or in any other instrument, document, agreement, letter or other writing heretofore, concurrently herewith or in the future executed by Grantor in favor of Grantee in connection with any transaction which resulted in the Indebtedness or any part thereof. (3) **False Statements:** If any certificate, representation, warranty, statement or other writing made herein or heretofore, now or hereafter furnished by Grantor to or on behalf of Grantee in connection with any transaction which resulted in the Indebtedness or any part thereof should be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially damaged or altered as a result of which the value of the Premises shall be diminished. (4) **Seizure or Levy:** If the Premises or any part thereof be seized or levied upon under legal process or a receiver be appointed for the Premises or any part thereof or for Grantor. (5) **Liens:** If any Federal tax lien or any claim of lien for labor, material or architectural or engineering services furnished or alleged to have been furnished in the improvement of or with respect to the Premises is filed of record against Grantor or the Premises and is not removed from record by payment or bond within thirty (30) days from the date of such filing. (6) **Priority Claim:** If any person shall assert any claim of priority over this Security Deed in any legal or equitable proceeding, and such claim shall not become insolvent or make an assignment for benefit of creditors; or if Grantor should file a petition for bankruptcy or an arrangement pursuant to the Federal Bankruptcy Act or any similar statute, or if Grantor be adjudicated a bankrupt or an insolvent, or if any proceeding is instituted against or on behalf of Grantor alleging that Grantor is insolvent or unable to pay Grantor's debts as they mature, or if a petition for the bankruptcy or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute is filed. (7) **Reversion:** If there should be appointed a receiver, liquidator or trustee for Grantor or for any property of Grantor. (8) **Liquidation or Dissolution:** If any judgment is rendered against Grantor which is not paid in full and satisfied or is not appealed from within the time allowed for appeals and paid in full and satisfied when it becomes final. (9) **Liquidation or Dissolution:** Should Grantor, if a corporation, be liquidated or dissolved or its articles of incorporation expire or be revoked, or if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire.

GRANTEE'S REMEDIES AND POWER OF SALE upon the occurrence of an event of default shall be that, at Grantee's option and election without notice to Grantor, Grantee may declare all or any portion of the indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable by Grantor and Grantee, at Grantee's option and election, may do any notice of any kind, all of which are expressly waived by Grantor, and Grantee, at Grantee's option and election, may do any one or more of the following: (1) *Entry and Possession*: Grantee may enter upon the Premises or any part thereof and take possession thereof, excluding therefrom Grantor and all agents, employees and representatives of Grantor, employ a manager of conduct business thereon, make all necessary and appropriate repairs, renewals, and replacements, keep the Premises insured, or carry out or enter into agreements of any kind with respect to the Premises; (2) *Collection of Rents*: Grantee may collect and receive all rents, issues, income, revenues, profits, accounts and contract rights from the Premises, and apply the same to the indebtedness, after deducting therefrom all costs, charges and expenses of taking, holding, managing, and operating the Premises, including the fees and expenses of Grantee's attorneys, and agents; (3) *Foreclosure*: Grantee may pay any sum or sums deemed necessary or appropriate by Grantee to protect the Premises or any part thereof or Grantee's interest therein; (4) *Other Remedies*: Grantee may exercise all rights and remedies contained in any other instrument, document, agreement or other writing, resulting in the indebtedness or any part thereof; (5) *Appointment of Receiver*: Grantee may make application to any court and be entitled to the appointment of a receiver to take charge of the Premises or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Premises as security for the indebtedness or any other matter usually incident to the appointment of a receiver; (6) *U.C.C. Remedies*: With respect to the personal property in Security Deed, the Uniform Commercial Code (44 U.S.C. 9-101 et seq. of the C.F.R. Code, Annotated) and any other applicable law, to be designated by Grantee, which shall be reasonably convenient to Grantor and Grantee. Any notice required to be given by Grantee of a public or private sale, leave or other disposition of the personal property or any other intended action by Grantee may be personally delivered to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Grantee at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action; (7) *Power of Sale*: Grantee may sell the Premises, or any part thereof or any interest therein separately, at Grantee's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Premises, or a part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement published once a week for four weeks, without regard for the number of days, in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices Grantee may bid and sufficient conveyance of the Premises or the part thereof or interest therein sold. Grantee's conveyance may contain recitals as to the occurrence of any event of default under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Grantee shall be binding and conclusive upon Grantor, and the sale and conveyance made by Grantee shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Premises, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Grantee may hold one or more sales hereunder until the indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Grantee as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Grantee as Grantor's agent and attorney-in-fact hereunder. Grantee's agents and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the indebtedness has been satisfied in full. The proceeds of each sale by Grantee hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorney's fees if applicable, then to pay the indebtedness in full. Grantee shall determine, at Grantee's option and in Grantee's discretion, if the proceeds of any sale are not sufficient to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Premises, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

All rights and remedies set forth above are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Grantee to collect or enforce the indebtedness, exercise each and every such right and remedy concurrently or separately.

ADDITIONAL PROVISIONS of this Security Deed, constituting additional covenants and agreements by Grantor, are as follows: (1) *Applicable Law*: This Security Deed shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Georgia. (2) *Forebearance*: Grantee shall not be deemed to waive any of Grantor's rights or remedies hereunder unless such waiver be in writing and signed by or on behalf of Grantee. No delay, omission or forbearance by Grantee in exercising any of Grantor's rights or remedies shall operate as a waiver of such rights or remedies, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or any remedy on any future occasion. (3) *Time, Time and Precedence*: The text of separate sections, paragraphs and sub-paragraphs hereof are solely for reference purposes and shall not affect the meaning, construction, interpretation or effect of the text. (4) *Notices*: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to Grantor if personally delivered or if mailed in the United States mail, by certified mail with a return receipt requested and with postage prepaid, to Grantor's last address known to Grantee. (5) *Severability*: In the event that any of the terms, provisions or covenants of this Security Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of this Security Deed are held to be partially or wholly invalid or unenforceable. (6) *Definitions*: The word "Grantor" as used herein shall include the plural should more than one Grantor execute this document; the masculine and feminine gender, regardless of the sex of Grantor or any of them, individuals, partnerships, joint ventures, corporations and other legal entities should such an entity execute this document; and the heirs, legal representatives, successors and assigns of Grantor. If more than one party shall execute this Security Deed, the word "Grantor" shall mean all parties signing, and each of them, and each and every agreement and obligation of Grantor shall be and mean the joint and several undertaking of each of them. The word "Grantee" as used herein shall include the transferees, successors, legal representatives and assigns of Grantee, and all rights of Grantee hereunder shall inure to the benefit of its transferees, successors, legal representatives and assigns. (7) *Other Provisions*: The terms and conditions set forth in Exhibit "B", if any, attached hereto are legal incorporated herein and made a part hereof by reference.

GRANTOR EXPRESSLY WAIVES the following: (1) *Notice and Hearing*: Any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Grantee by this Security Deed, and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated without prior notice or judicial hearing or both; and (2) *all homestead* rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, or any part thereof. All waivers by Grantor in this paragraph have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights, been voluntarily, intelligently and knowingly made.

IN WITNESS WHEREOF, this Security Deed has been executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:

Robert Rogero
Notary Public

Official Witness

Notary Public

Notary Public, Fulton County, Georgia
Commercial Loan Department Commission Expires May 14, 1994

Security Deed Form No.

First Priority Lien Position

(Second Priority By Attaching Exhibit "B")

TECHNOPOLIS, INC., a Georgia corporation

By: *Robert Rogero* (SEAL)

Title: *President*

Attest: *Notary Public* (SEAL)

Title: *Secretary*

(CORPORATE SEAL) (SEAL) CORP. SEAL

N.P.
SEAL

BOOK 23350 PAGE 215

EXHIBIT "A"

TRACT "A": 14F0059LL0170 Aston

All that tract or parcel of land lying and being in Land Lots 58 and 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the east line of Land Lot 59 a distance of 306.34 feet north of the southeast corner of said Land Lot 59, said point also being located at the intersection of the northerly right-of-way line of the CSX Railroad 150 foot right-of-way and the east line of Land Lot 59; thence northwesterly along the northern right-of-way line of the said CSX Railroad right-of-way and following the curvature of said right-of-way a distance of 3378.35 feet to a point on the west line of Land Lot 59, said point also being located at the intersection of the northerly right-of-way line of said CSX Railroad right-of-way and the west line of Land Lot 59; thence North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 and crossing a 100 foot CSX Railroad Easement a distance of 336.92 feet to a 1/2 inch rebar, said 1/2 inch rebar being located at the intersection of the northerly side of a 100 foot CSX Railroad Easement and the west line of Land Lot 59; thence North 74 degrees 42 minutes 45 seconds East along the northerly side of the aforesaid 100 foot easement a distance of 1104.01 feet to a 1/2 inch rebar set on the westerly side of a Georgia Power Company Easement; thence North 26 degrees 16 minutes 21 seconds West along the westerly side of the aforementioned Georgia Power Company Easement a distance of 734.31 feet to a 1/2 inch rebar on the southerly right-of-way line of Bakers Ferry Road; thence northeasterly along the southern right-of-way line of Bakers Ferry Road a distance of 730.72 feet to a nail set at the intersection of the southerly right-of-way line of Bakers Ferry Road and the southerly right-of-way line of Boulder Park Drive; thence southeasterly and easterly along the southerly right-of-way line of Boulder Park Drive a distance of 1018.78 feet to a 1/2 inch rebar, which is located 660.00 feet from the intersection of the southerly right-of-way line of Boulder Park Drive and the east line of Land Lot 59; thence South 00 degrees 20 minutes 59 seconds West a distance of 660.00 feet to a 1/2 inch rebar set; thence North 89 degrees 46 minutes 28 seconds East a distance of 660.00 feet to the east line of Land Lot 59; thence South 00 degrees 21 minutes 00 seconds West along the east line a distance of 1915.80 feet to a point on the northerly right-of-way of the CSX Railroad and the Point of Beginning. Said courses and distances are shown as Tract "A" containing 107.161 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

LESS AND EXCEPT from the above-described property the property acquired by the American Legion by Deed recorded in Deed Book 2582, Page 156, Fulton County, Georgia records.

TRACT "B":

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the southwest corner of Land Lot 59 and run North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 a distance of 454.23 feet to a 1/2 inch rebar set; thence North 47 degrees 40 minutes 27 seconds East along the southerly side of a 100 foot CSX Railroad right-

BOOK 13350 PAGE 216

of-way, a distance of 503.09 feet to a point; thence running North 05 degrees 57 minutes 42 seconds West and crossing the aforementioned right-of-way a distance of 124.51 feet to a 1/2 inch rebar and the Point of Beginning; run thence North 68 degrees 17 minutes 18 seconds West a distance of 119.31 feet to a 1/2 inch rebar; thence North 21 degrees 33 minutes 27 seconds East a distance of 569.78 feet to a 1/2 inch rebar on the southerly line of the CSX Railroad 150 foot right-of-way; thence southeasterly along the southern line of the 150 foot CSX Railroad right-of-way a distance of 668.33 feet to a 1/2 inch rebar located at the intersection of the southerly line of the 150 foot CSX Railroad right-of-way and the northerly side of the 100 foot CSX Railroad right-of-way; thence southwesterly along the northerly line of the 100 foot CSX Railroad right-of-way a distance of 748.03 feet to the Point of Beginning. Said courses and distances are shown as Tract "B" containing 4.265 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

TRACT "C": 14F0059 LLO170

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the southeast corner of Land Lot 59 and run North 00 degrees 04 minutes 07 seconds East along the west line of Land Lot 59 a distance of 429.00 feet to the Point of Beginning; run thence North 00 degrees 04 minutes 07 seconds East along the west line of said Land Lot 59 a distance of 25.23 feet to a 1/2 inch rebar on the southerly side of the CSX Railroad 100 foot right-of-way; thence northeasterly along the southerly right-of-way of the CSX Railroad 100 foot right-of-way a distance of 1449.08 feet to a 1/2 inch rebar at the intersection of the southerly side of the CSX Railroad 100 foot right-of-way and the southerly side of the CSX Railroad 150 foot right-of-way (said rebar being hereafter designated as "Traverse Point A"); thence continuing along the southerly side of the CSX Railroad 150 foot right-of-way a distance of 204.8 feet, more or less, to the centerline of Utoy Creek; thence westerly, southwesterly, southerly, southeasterly, southerly, southwesterly and westerly along the centerline of Utoy Creek and following the meanderings thereof a distance of 1092.8 feet, more or less; thence leaving said creek and running South 09 degrees 16 minutes 59 seconds West a distance of 164.23 feet, more or less, to a 1/2 inch rebar set (said rebar being hereafter referred to as "Traverse Point B"), (the traverse lines from "Traverse Point A" to "Traverse Point B" run as follows: South 89 degrees 58 minutes 10 seconds West a distance of 181.83 feet to a point; thence South 43 degrees 53 minutes 16 seconds West a distance of 426.27 feet to a point; thence South 77 degrees 19 minutes 09 seconds West a distance of 355.40 feet to Traverse Point B); thence from Traverse Point B run South 89 degrees 16 minutes 59 seconds West a distance of 549.77 feet to the west line of Land Lot 59 and the Point of Beginning. Said courses and distances are shown as Tract "C" containing 10.744 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

TRACT "D": 14F0059 LLO188

All that tract or parcel of land lying and being in Land Lot 59 of the 14th FF District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at the southeast corner of Land Lot 59 and running North 89 degrees 47 minutes 03 seconds West along the south line of Land Lot 59 a distance of 1172.15 feet to a 1/2 inch rebar set; thence North 14 degrees 50 minutes 28 seconds West a distance of 697.52 feet to a 1/2 inch rebar set on the southerly line of the CSX Railroad 150 foot right-of-way; thence southeasterly along the southerly line of the CSX Railroad 150 foot right-of-way a distance of 1465.42 feet to a 1/2 inch rebar set on the east line of Land Lot 59; thence South 00 degrees 21 minutes 00 seconds West along the east line of Land Lot 59 a distance of 156.15 feet to the southeast corner of Land Lot 59 and the Point of Beginning. Said courses and distances are shown as Tract "D" containing 9.452 acres on a Boundary Survey for Technopolis, Inc., dated March 7, 1990 made by Pearson & Associates, Inc.

44 DEP: 17785, 54

EXHIBIT "B"

Additional terms and conditions to that certain Security Deed and Agreement from Technopolis, Inc. to Aston Investment Corporation dated April 11, 1990.

1.

Prior to the commencement of any development or construction upon the Premises, Grantor covenants and agrees that it shall provide Grantee with a plat or survey of the property upon which any such development or construction is to take place and shall obtain the written approval of Grantee (which approval shall not be unreasonably withheld) respecting the location, dimensions and configuration of the property upon which such development shall take place.

RECORDED BY COM 20355
JUL 11 1990

BOOK 13350 PAGE 219

**APPENDIX B
LABORATORY REPORT**



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

August 02, 2010

Kevin Grant
Metal Plate Galvanizing
505 Selig Dr.
Atlanta GA 30336

TEL: (404) 691-0600
FAX: (404) 699-2270

RE: Stormwater

Dear Kevin Grant:

Order No: 1007H95

Analytical Environmental Services, Inc. received 2 samples on July 23, 2010 2:34 pm for the analyses presented in following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.

AES' certifications are as follows:

- NELAC/Florida Certification number E87582 for analysis of Environmental Water, soil/hazardous waste, and Drinking Water Microbiology, effective 07/01/10-06/30/11.
- AIHA Certification ID #100671 for Industrial Hygiene samples (Organics, Inorganics), Environmental Lead (Paint, Soil, Dust Wipes, Air), and Environmental Microbiology (Fungal) effective until 09/01/11.

These results relate only to the items tested. This report may only be reproduced in full.

If you have any questions regarding these test results, please feel free to call.

James Forrest
Project Manager

AES TEL.: (770) 457-8177 / TOLL-FREE (800) 972-4889 / FAX: (770) 457-8188

Date: 7-22-10 Page 1 of 1

COMPANY: Metalplate Galvanizing		ADDRESS: 505 Selig Drive Atlanta, GA 30336		ANALYSIS REQUESTED								Visit our website www.aesatlanta.com to check on the status of your results, place bottle orders, etc.		No # of Containers			
PHONE: 404-691-0600		FAX:															
SAMPLED BY: Adam Brown		SIGNATURE:															
#	SAMPLE ID	SAMPLED		Grab	Composite	Matrix (See codes)	PRESERVATION (See codes)								REMARKS		
		DATE	TIME														
1	Ditch	7-22-10	1530	X			X	X	X							/	
2	Well	7-22-10	1530	X			X	X	X							/	
3																	
4																	
5																	
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12																	
13																	
14																	
RELINQUISHED BY		DATE/TIME		RECEIVED BY		DATE/TIME		PROJECT INFORMATION								RECEIPT	
1:		7-22-10/1609		1: 7/23/10 1:20 PM				PROJECT NAME:								Total # of Containers	
2: 7/23/10 2:15 PM				2: 7/25/10 14:54				PROJECT #:								<input type="radio"/> Turnaround Time Request <input type="radio"/> Standard 5 Business Days <input type="radio"/> 2 Business Day Rush <input type="radio"/> Next Business Day Rush <input type="radio"/> Same Day Rush (auth req.) <input type="radio"/> Other _____	
3:								SITE ADDRESS:									
								SEND REPORT TO:									
SPECIAL INSTRUCTIONS/COMMENTS:				SHIPMENT METHOD				INVOICE TO:								STATE PROGRAM (if any):	
				OUT / / VIA:				(IF DIFFERENT FROM ABOVE)								E-mail? Y/N; Fax? Y/N	
				IN / / VIA:												QUOTE #: PO#	
CLIENT FedEx UPS MAIL COURIER GREYHOUND OTHER																	

SAMPLES RECEIVED AFTER 3PM OR SATURDAY ARE CONSIDERED AS RECEIVED ON THE NEXT BUSINESS DAY; IF NO TAT IS MARKED ON COC AES WILL PROCEED AS STANDARD TAT.
 SAMPLES ARE DISPOSED OF 30 DAYS AFTER COMPLETION OF REPORT UNLESS OTHER ARRANGEMENTS ARE MADE.

Page 2 of 8

MATRIX CODES. A = Air GW = Groundwater SE = Sediment SO = Soil SW = Surface Water W = Water (Blanks) DW = Drinking Water (Blanks) O = Other (specify) WW = Waste Water

PRESERVATIVE CODES: H+I = Hydrochloric acid + ice I = Ice only N = Nitric acid S+I = Sulfuric acid + ice S/M+I = Sodium Bisulfate/Methanol + ice O = Other (specify) NA = None

White Copy - Original; Yellow Copy - Client

Client: Metal Plate Galvanizing
Project: Stormwater
Lab ID: 1007H95

Case Narrative

Sample Receiving Nonconformance:

At client request, samples 1007H95-001A,-002A, were split from samples 1007H95-001B,-002B for analysis after receipt at the laboratory. Chemical preservatives were added to meet method specified pH requirements for the requested test methods.

Analytical Environmental Services, Inc
Date: 2-Aug-10

Client:	Metal Plate Galvanizing	Client Sample ID:	DITCH
Project:	Stormwater	Collection Date:	7/22/2010 3:30:00 PM
Lab ID:	1007H95-001	Matrix:	Aqueous

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
METALS, DISSOLVED E200.7								
Lead	BRL	0.0100		mg/L	132835	1	07/28/2010 18:17	MW
Zinc	283	2.00		mg/L	132835	100	07/29/2010 16:31	MW
HARDNESS SM2340 B								
Hardness, Calcium/Magnesium (As CaCO3)	962	1.00		mg/L CaCO3	132695	1	07/26/2010 00:00	MW

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value

Analytical Environmental Services, Inc
Date: 2-Aug-10

Client:	Metal Plate Galvanizing	Client Sample ID:	WELL
Project:	Stormwater	Collection Date:	7/22/2010 3:30:00 PM
Lab ID:	1007H95-002	Matrix:	Aqueous

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
METALS, DISSOLVED E200.7								
Lead	BRL	0.0100		mg/L	132835	1	07/28/2010 17:52	MW
Zinc	0.0790	0.0200		mg/L	132835	1	07/28/2010 17:52	MW
HARDNESS SM2340 B								
Hardness, Calcium/Magnesium (As CaCO3)	31.0	1.00		mg/L CaCO3	132695	1	07/26/2010 00:00	MW

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value

Analytical Environmental Services, Inc.

Sample/Cooler Receipt Checklist

Client Metal Plate Work Order Number 1007H95

Checklist completed by LR Date 7-23-10
Signature Date

Carrier name: FedEx ☐ UPS ☐ Courier ☒ Client ☐ US Mail ☐ Other ☐

Shipping container/cooler in good condition? Yes ☒ No ☐ Not Present ☐

Custody seals intact on shipping container/cooler? Yes ☐ No ☐ Not Present ☒

Custody seals intact on sample bottles? Yes ☐ No ☐ Not Present ☒

Container/Temp Blank temperature in compliance? (4°C±2)* Yes ☒ No ☐

Cooler #1 3.1 Cooler #2 ☐ Cooler #3 ☐ Cooler #4 ☐ Cooler #5 ☐ Cooler #6 ☐

Chain of custody present? Yes ☒ No ☐

Chain of custody signed when relinquished and received? Yes ☒ No ☐

Chain of custody agrees with sample labels? Yes ☒ No ☐

Samples in proper container/bottle? Yes ☒ No ☐

Sample containers intact? Yes ☒ No ☐

Sufficient sample volume for indicated test? Yes ☒ No ☐

All samples received within holding time? Yes ☒ No ☐

Was TAT marked on the COC? Yes ☐ No ☒

Proceed with Standard TAT as per project history? Yes ☒ No ☐ Not Applicable ☐

Water - VOA vials have zero headspace? No VOA vials submitted ☒ Yes ☐ No ☐

Water - pH acceptable upon receipt? Yes ☐ No ☒ Not Applicable ☐

Adjusted? LR Checked by LR

Sample Condition: Good ☒ Other(Explain) ☐

(For diffusive samples or AIHA lead) Is a known blank included? Yes ☐ No ☒

See Case Narrative for resolution of the Non-Conformance.

* Samples do not have to comply with the given range for certain parameters.

\\L\Quality Assurance\Checklists Procedures Sign-Off Templates\Checklists\Sample Receipt Checklists\Sample_Cooler_Receipt_Checklist

Client: Metal Plate Galvanizing
Project: Stormwater
Lab Order: 1007H95

Dates Report

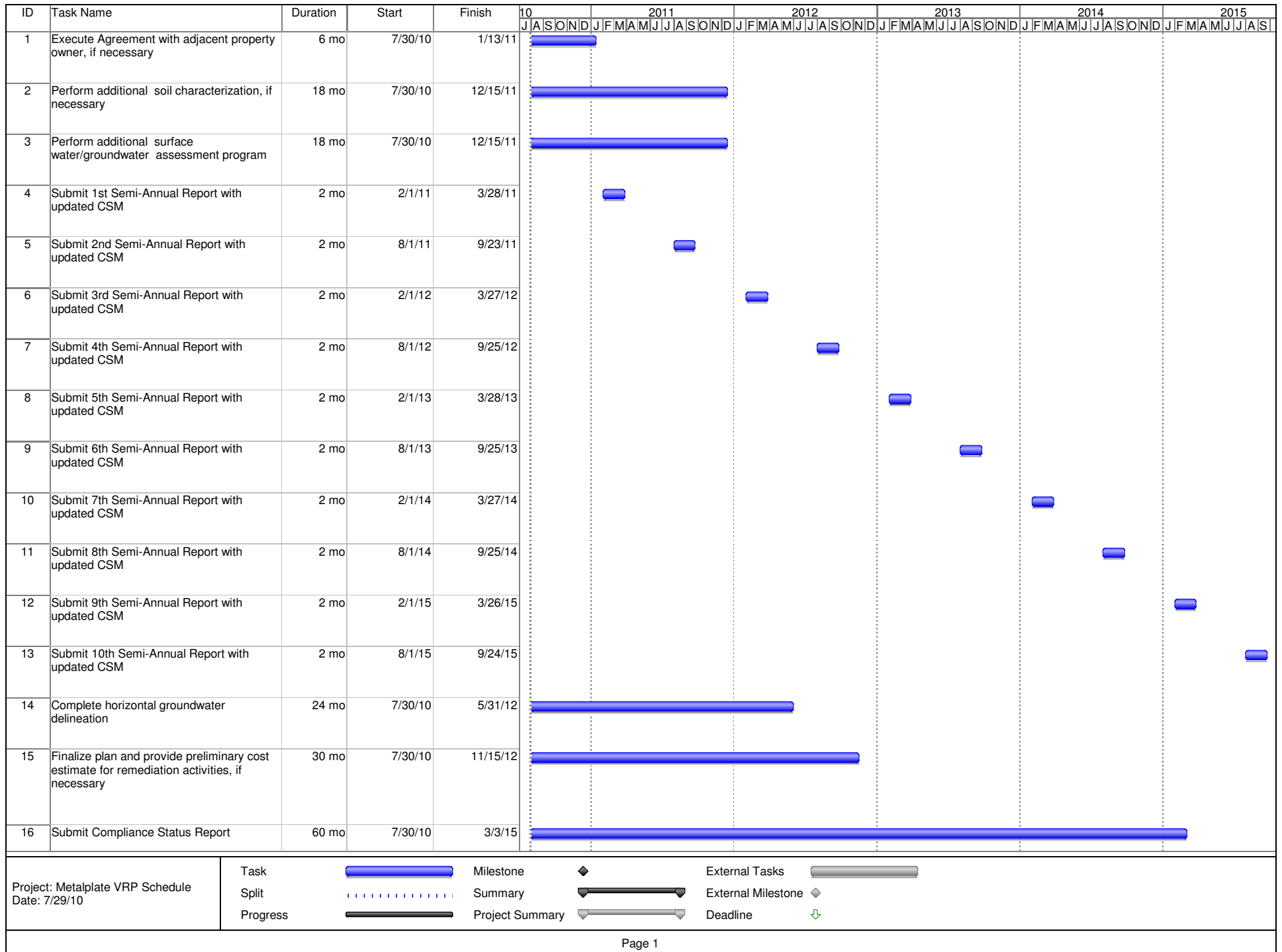
Lab Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date
1007H95-001A	DITCH	7/22/2010 3:30:00PM	Aqueous	TOTAL METALS BY ICP		07/26/2010	07/26/2010
1007H95-001A	DITCH	7/22/2010 3:30:00PM	Aqueous	TOTAL METALS BY ICP		07/26/2010	07/27/2010
1007H95-001A	DITCH	7/22/2010 3:30:00PM	Aqueous	Hardness		07/26/2010	07/26/2010
1007H95-001B	DITCH	7/22/2010 3:30:00PM	Aqueous	METALS, DISSOLVED		07/28/2010	07/28/2010
1007H95-001B	DITCH	7/22/2010 3:30:00PM	Aqueous	METALS, DISSOLVED		07/28/2010	07/29/2010
1007H95-002A	WELL	7/22/2010 3:30:00PM	Aqueous	TOTAL METALS BY ICP		07/26/2010	07/26/2010
1007H95-002A	WELL	7/22/2010 3:30:00PM	Aqueous	Hardness		07/26/2010	07/26/2010
1007H95-002B	WELL	7/22/2010 3:30:00PM	Aqueous	METALS, DISSOLVED		07/28/2010	07/28/2010

pH Adjustment Sheet

[illegible]

VJ 11/2/2007 2:04 PM

**APPENDIX C
GANTT SCHEDULE**



APPENDIX D
REGISTERED PROFESSIONAL SUPPORTING DOCUMENTATION

Gregory J, Wrenn, P.E.
Summary of Hours and Services
Metalplate Galvanizing
HSI Site No. 10204
MACTEC Project No. 6128-09-0118

Submittal to EPD dated 8/9/10
Application Form and Checklist, and Schedule
5 hours invoiced between 7/12/10 and 7/30/10
Services included preparation of submittal