

OCT 25 2023

VIA UPS

Continental Tire the Americas, LLC
c/o Mr. Roger Hutchins, Plant Manager
160 Aldora Street
Barnesville, GA 30204

RE: Executed Uniform Environmental Covenant
General Tire - Aldora Plant
HSI Site No. 10057
160 Aldora Street
Barnesville, Lamar County, Georgia
Tax Parcel ID No. 036 002

Dear Mr. Hutchins:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant submitted for the above-referenced property. The fully executed original is enclosed. Within thirty (30) days of receipt, this covenant is to be filed with the clerk of the Superior Court of Lamar County and recorded in the clerk's deed records pursuant to O.C.G.A. 44-16-8. Within thirty (30) days of recording, please submit a file-stamped copy of the covenant to EPD. If you have any questions, please contact Chance Grzesik at (407) 524-0700.

Sincerely,



Jeffrey W. Cown
Director

Encl: Fully executed Uniform Environmental Covenant – Tax Parcel ID No. 036 002

cc: Continental Tire the Americas, LLC, Attention: General Counsel (w/ enclosure)

File: HSI No. 10057, File ID No. 181-0001

DEED BOOK 1254 PAGES 199-210

Caleb A. Tyson
CALEB A. TYSON, CLERK

After Recording Return to:
Michael Palmieri
Continental Tire the Americas, LLC.
160 Aldora Street
Barnesville, GA 30204

CROSS-REFERENCE:
County: _____
Deed Book: _____
Page(s): _____

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and Continental Tire the Americas, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s):	General Tire Inc. c/o Continental Tire the Americas, LLC 160 Aldora Street Barnesville, GA 30204
Grantee/Holder with the power to enforce:	Continental Tire the Americas, LLC 1830 MacMillian Park Dr. Fort Mill, SC 29707
Grantee/Entity with express power to enforce:	State of Georgia Department of Natural Resources Environmental Protection Division 2 Martin Luther King Jr. Drive, SE Suite 1456 East Tower Atlanta, GA 30334

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 1.983 acres of real property located at 160 Aldora Street, Barnesville, Lamar County, Georgia, being more particularly described in the legal description of the Property attached hereto as Exhibit A and as

“Tract 2” on that certain Minor Subdivision Plat dated March 10, 2020 attached hereto as Exhibit B and recorded on March 13, 2020 in Plat Book 000016, Page 00733 in the records of the Clerk of the Superior Court Of Lamar County Georgia (hereinafter “Property”). The Property is a portion of the property that was conveyed on October 27th, 1987 to The General Tire, Inc. (predecessor in interest to Continental Tire the Americas, LLC); such conveyance is recorded in Deed Book 127, Page 270, of the Lamar County deed records. The Property is located in Land Lots 40 and 41 of the 7th District of Lamar County, Georgia.

The Property is currently a portion of tax parcel ID number 036 002 of Lamar County, Georgia. Grantor anticipates that Lamar County will issue a distinct tax parcel ID number to the Property in the future that is independent from tax parcel ID number 036 002.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon Continental Tire the Americas, LLC as owner during its ownership of the Property, and upon all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the Continental Tire the Americas, LLC facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch
Response and Remediation Program
2 Martin Luther King, Jr. Dr. SE
Suite 1054, East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice. This Property was listed on the State’s Hazardous Site Inventory in 1994 as HSI #10057 and was designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the Property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

Activity and Use Limitations. The Property is subject to the following activity and/or use limitations:

- A. Real Property. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Lamar

County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited.

- B. Groundwater. The use or extraction of groundwater beneath the Property for potable water or for any other non-remedial purposes shall be prohibited.
- C. Engineering Controls. The owner of the Property shall maintain an appropriate soil vegetated cover over regulated substances at the Property consistent with the Pre-Construction Soil Cover, Monitoring and Maintenance Plan dated June 12, 2023, as may be amended with EPD and Holder approval (“Soil Cover Monitoring and Maintenance Plan”). Owner shall maintain security fencing around the Property and signage as set forth in the Soil Cover Monitoring and Maintenance Plan.
- D. Interference with Remedy. Any activity on the Property, including, but not limited to construction activities, that may result in the release or exposure to the regulated substances that were contained as part of the corrective action, or create a new exposure pathway, is prohibited with the exception of work necessary for the maintenance, repair, or replacement of Engineering Controls. Activities that are prohibited in the soil cover areas except as noted above include, but are not limited to the following: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capacity, piercing the surface with a rod, spike or similar item, bulldozing or earthwork. No invasive work on the Property may be conducted without the prior written consent of EPD and Holder.
- E. Periodic Reporting. Annually, by no later than January 15th of each calendar year, the owner shall submit to EPD and Holder an Annual Report including but not limited to inspection and certification of Engineering Controls, verification of implementation of the Soil Cover Monitoring and Maintenance Plan and documentations stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

Other Requirements. The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD and Holder. The notice shall include the new owner’s name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the

conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.

- C. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or Engineering Controls described herein, the owner of the Property must provide to EPD and the Holder thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work. Notwithstanding the forgoing, the owner may not change the use of the Property contrary to the activity and use limitations described herein.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

Rights of Access and Enforcement

Authorized representatives of EPD and Holder shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD, Holder and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Holder shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Holder shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s). Continental Tire the Americas, LLC represents and warrants that all of the following are true and correct:

- A. General Tire, Inc. holds fee simple title to the Property and Continental Tire the Americas, LLC is a successor to General Tire, Inc.
- B. Continental Tire the Americas, LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Continental Tire the Americas, LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Continental Tire the Americas, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Continental Tire the Americas, LLC is a party or by which Continental Tire the Americas, LLC may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Continental Tire the Americas, LLC served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

With a copy to:

Continental Tire the Americas, LLC
Attn: Plant Manager
160 Aldora Street
Barnesville, GA 30204

and

Continental Tire the Americas, LLC
Attn: General Counsel
1830 Macmillan Park Drive
Fort Mill, South Carolina 29707

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor

Continental Tire the Americas, LLC

[Signature]
(Signature)

Signed in the presence of:

Rick Holcomb
Head of Labor, Employment,
Environmental Law - U.S. & Canada

[Signature]
Unofficial Witness (signature)

August D. Sheehan
Unofficial Witness (print name)

State of SC
County of Lancaster

This instrument was signed or attested before
me this 5th day of July, 2023, by
Rick Holcomb.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 04/21/2027

(NOTARY SEAL)



Grantee/Holder

Continental Tire the Americas, LLC

[Signature]
(Signature)

Signed in the presence of:

Rick Holcomb
Head of Labor, Employment, Environmental
Law - U.S. & Canada

[Signature]
Unofficial Witness (signature)

August D. Sheehan
Unofficial Witness (print name)

State of SC
County of Lancaster

This instrument was signed or attested before
me this 5th day of July, 2023, by
Rick Holcomb.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 04/21/2027

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 25th day of October, 2023 :

Jeffrey W. Conn
(Signature)

Signed in the presence of:

Richard E. Dunn Jeffrey W. Conn
Director, Environmental Protection Division

Amy Mussler
Unofficial Witness (signature)

Amy Mussler
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 25 day of October, 2023 by
Richard E. Dunn.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: July 9, 2027



(NOTARY SEAL)

Exhibit A
Legal Description of Property

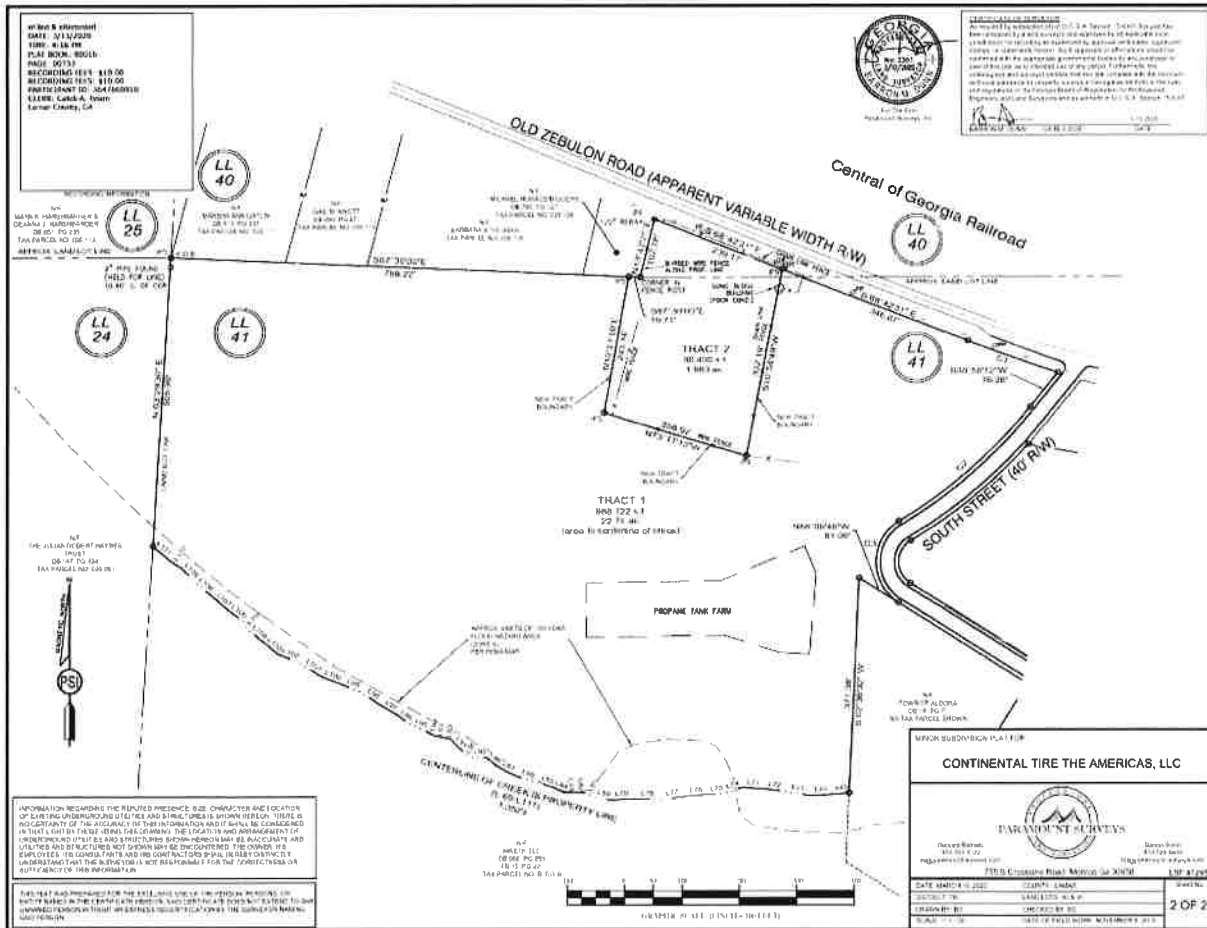
Tract 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lots 40 & 41, 7th District, Lamar County, Georgia, and being more particularly described as follows:

COMMENCING at an iron pin set at the corner common to Land Lots 24, 25, 40 and 41; **THENCE** running along the northerly line of Land Lot 41 South 87 degrees 30 minutes 00 seconds East a distance of 798.22 feet to an iron pin set at the **POINT OF BEGINNING**;

THENCE continuing along said Land Lot Line South 87 degrees 30 minutes 00 seconds East a distance of 19.71 feet to a point in a fence post; **THENCE** leaving said Land Lot Line North 13 degrees 47 minutes 28 seconds East a distance of 102.78 feet to a 1/2" rebar found on the southerly R/W line of Old Zebulon Road (apparent variable width R/W); **THENCE** running along said R/W line South 68 degrees 42 minutes 31 seconds East a distance of 239.17 feet to an iron pin set; **THENCE** leaving said R/W line South 10 degrees 54 minutes 49 seconds West a distance of 332.19 feet to an iron pin set; **THENCE** North 73 degrees 11 minutes 13 seconds West a distance of 258.92 feet to an iron pin set; **THENCE** North 10 degrees 21 minutes 19 seconds East a distance of 243.14 feet to an iron pin set; said point being the **POINT OF BEGINNING**.

Said tract or parcel of land containing 86,400 square feet, or 1.983 acres.



LAMAR County
Caleb A. Tyson,
CLERK OF SUPERIOR COURT
326 THOMASTON STREET, BOX 7
BARNESVILLE, GA 30204

Reference Number
100653
Date
11/13/2023

Reference Number

To: CONTINENTAL (ALDORA MILLS)
160 ALDORA STREET
BARNESVILLE, GA 30204
CONTINENTAL (ALDORA MILLS)

Account Description	QTY	Each	Extended
COVE-DECLARATION RESTRICTION			\$25.00

Cash Paid: <u>\$25.00</u>	Check Paid: <u>\$0.00</u>	Check #:	Total Paid	<u>\$25.00</u>
	<u>\$0.00</u>			
	<u>\$0.00</u>			
	<u>\$0.00</u>			
	<u>\$0.00</u>			

MEMO: