

After Recording Return to:  
Hercules LLC  
Attn: General Counsel's Office  
500 Hercules Road  
Wilmington, DE 19808

CROSS-REFERENCE:  
Glynn 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 the Georgia Department of Natural Resources Environmental Protection Division ("EPD") and Hercules LLC as set forth herein.

**Fee Simple Owner/Grantor:** East Bay Realty Services, Inc.  
8145 Blazer Drive  
Wilmington, Delaware 19808

**Grantee/Holder with the power to enforce:** Hercules LLC  
500 Hercules Road  
Wilmington, Delaware 19808

**Grantee/Entity with express power to enforce:** State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
2 Martin Luther King Jr. Drive, S.E.  
Suite 1456 East Tower  
Atlanta, Georgia 30334

### **Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 13.957 acres of real property consisting of three parcels (Tract 1, Tract 2, and Parcel A) (hereinafter "Property"). Tract 1 is located at 2698 Glynn Ave, Brunswick, Glynn County, Georgia. Tract 2 is located at 2700 Glynn Ave, Brunswick, Glynn County, Georgia. Parcel A is located at 2696 Glynn Ave, Brunswick, Glynn County, Georgia.

The three parcels are further identified by the tax parcel ID numbers below. The Property was conveyed on October 15, 2024, to East Bay Realty Services, Inc.; such conveyance is recorded in Deed Book 5032, Page 162, of the Glynn County deed records. The Property is located in the 26<sup>th</sup> Georgia Militia District ("G.M.D.") of Glynn County, Georgia.

The tax parcel of Tract 1 is ID Number 01-07336 of Glynn County, Georgia.

The tax parcel of Tract 2 is ID Number 01-03943 of Glynn County, Georgia.

The tax parcel of Parcel A is ID Number 01-03942 of Glynn County, Georgia.

A legal description of the Property is attached as Exhibit A, and a survey map of the Property performed by a licensed surveyor is attached as Exhibit B.

### **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 East Bay Realty Services, Inc., Hercules LLC, EPD and 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 from former commercial and industrial uses at the Property and/or corrective action being performed at the Hercules LLC/Pinova facility located at 2801 Cook Street, Brunswick, Glynn County, Georgia, which impacts or may impact a portion of the Property. Records pertaining to the corrective action are available at the following EPD location in the files for Hazardous Waste Facility Permit No. HW-052 (D&S)-2 and Hazardous Site Inventory No. 10058:

Georgia Environmental Protection Division  
Hazardous Waste Corrective Action Program  
2 MLK Jr. Drive, S.E., Suite 1054 East Tower  
Atlanta, Georgia 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

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

- A. Groundwater Limitations. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater beneath the Property for environmental investigation, monitoring, remediation, and/or corrective action purposes is not impacted by this provision and shall remain permitted.

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

- B. 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).

- C. 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 Hercules LLC. 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.
- D. 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 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.

### **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**

In addition to any rights already possessed by EPD and/or Grantee/Holder, authorized representatives of EPD and Hercules LLC shall have the right to enter the Property at reasonable times for the purpose of performing, evaluating or inspecting the corrective action associated with the Hercules LLC/Pinova property conducted at the Property or for the purpose of the 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. Owner shall reasonably cooperate with EPD and Grantee/Holder in connection with these activities.

This Environmental Covenant shall be enforceable by EPD, Hercules LLC, and other parties as provided in the Act. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce compliance. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

### **No Interest in Real Property in EPD**

The rights of EPD 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, East Bay Realty Services, Inc. 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 this Environmental Covenant, East Bay Realty Services, Inc. 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.** East Bay Realty Services, Inc. represents and warrants that all of the following are true and correct:

- A. East Bay Realty Services, Inc. holds fee simple title to the Property.
- B. East Bay Realty Services, Inc. has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it herein, has the ability to carry out the obligations described herein and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of East Bay Realty Services, Inc. that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described herein will not conflict with any of the provisions of the organizational documents or operating agreement of East Bay Realty Services, Inc., nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which East Bay Realty Services, Inc. is a party or by which East Bay Realty Services, Inc. may be bound.
- D. East Bay Realty Services, Inc. has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained.
- 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, East Bay Realty Services, Inc. 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 S.E.  
Suite 1054 East Tower  
Atlanta, GA 30334

*With a copy to:*

Hercules LLC  
Attn: General Counsel's Office  
500 Hercules Road  
Wilmington, DE 19808

### **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 has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 8<sup>th</sup> day of May, 2025.

**EAST BAY REALTY SERVICES, INC.**

Joshua E. Levin

Name: Joshua E. Levin  
Title: Manager Global Real Estate  
Dated: 5/8/2025

STATE OF PA  
COUNTY OF Montgomery

Signed in the presence of:

Barbara Devlin  
Unofficial Witness

Margaret Accardo  
Unofficial Witness

On this 8<sup>th</sup> day of MAY, 2025, I certify that Joshua E. Levin personally appeared before me, acknowledged that **he/she** is the MANAGER Global Real Estate of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said limited liability company.

Kimberly A. Lawson  
Notary Public in and for the State of  
PA, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

Commonwealth of Pennsylvania - Notary Seal  
Kimberly A. Lawson, Notary Public  
Montgomery County  
My Commission Expires April 7, 2028  
Commission Number 1093149

Grantee/Holder with the Power to Enforce has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 7<sup>th</sup> day of May, 2025.

**HERCULES LLC**

[Signature]

Name: Edward D. Meeks

Title: Senior Manager - Remediation

Dated: 5/7/2025

Signed in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Unofficial Witness

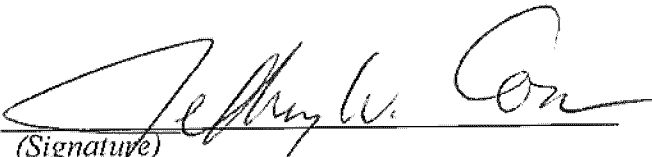
STATE OF  
COUNTY OF

On this 7<sup>th</sup> day of MAY, 2025, I certify that Edward D. Meeks personally appeared before me, acknowledged that he/she is the Senior Mgr - Remediation of the limited liability company that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said limited liability company.

[Signature]  
Notary Public in and for the State of GA, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

Commonwealth of Pennsylvania - Notary Seal  
Kimberly A. Lawson, Notary Public  
Montgomery County  
My Commission Expires April 7, 2028  
Commission Number 1093149

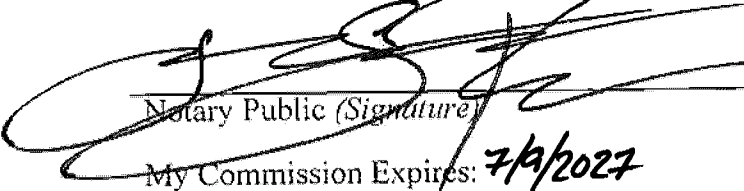
For the **Environmental Protection Division, Department of Natural Resources, State of Georgia**, this 12<sup>th</sup> day of June, 2025:

  
(Signature)  
Jeffrey W. Cown  
Director, Environmental Protection Division

State of Georgia  
County of Fulton

This instrument was signed or attested before me this 12 day of June, 2025, by Jeffrey W. Cown.

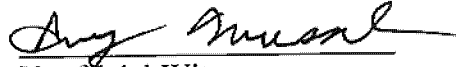
☒ Personally Known  
☐ Produced Identification

  
Notary Public (Signature)


My Commission Expires: 7/9/2027

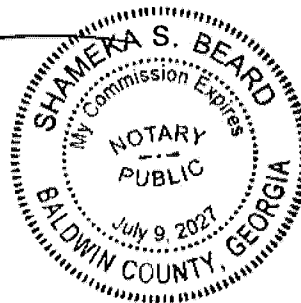
(NOTARY SEAL) \_\_\_\_\_

Signed in the presence of:

  
Unofficial Witness

Amy Mussler  
Unofficial Witness

  
BRET BLACKWELDER





## Exhibit A

### Legal description of the Property

#### **TRACT ONE:**

All that certain lot, tract or parcel of land situate, lying and being in 26th G.M.D., City of Brunswick, Glynn County, Georgia, and shown as Tract 1 on a survey plat prepared by Shupe Surveying Company, P.C, certified by C. Teeple Hill, Georgia Professional Land Surveyor No. 3081, titled "A Boundary Retracement Survey Of Tract 1 and Tract 2 and Marshland Tract, the O'Brien Paints Facility and Parcel A, the Buddy Nesmith Oil Company, Inc.," dated 10/11/2024, and being more particularly described as follows:

Beginning at a  $\frac{1}{2}$ " capped iron rebar set located on the Eastern right-of-way of U.S. Highway 17 (varying public R/W) whose coordinates are N: 425940.54, E: 872658.25 (Georgia State Plane Coordinate System, East Zone, NAD 83); thence leaving said right-of-way proceed S  $81^{\circ}05'22''$  E for a distance of 192.48' to a point; thence S  $09^{\circ}48'23''$  W for a distance of 53.14' to a point; thence S  $81^{\circ}10'46''$  E for a distance of 27.83' to a point; thence S  $08^{\circ}56'00''$  W for a distance of 531.50' to a  $\frac{1}{2}$ " capped iron rebar set; thence S  $81^{\circ}04'26''$  E for a distance of 572.45' to a point; thence S  $13^{\circ}16'01''$  E for a distance of 107.86' to a point; thence S  $09^{\circ}43'51''$  E for a distance of 100.86' to a point; thence S  $15^{\circ}40'19''$  E for a distance of 100.34' to a concrete monument found; thence N  $81^{\circ}57'47''$  W for a distance of 618.13' to a 1" iron rebar found; thence N  $09^{\circ}08'11''$  W for a distance of 171.91' to a  $\frac{1}{2}$ " iron rebar found; thence N  $81^{\circ}32'40''$  W for a distance of 144.62' to a  $\frac{1}{2}$ " iron rebar found located on the Eastern right-of-way of U.S. Highway 17; thence continuing along a curve, turning to the left, whose arc distance is 17.85' (said curve having a radius of 2604.48', a chord bearing of N  $01^{\circ}00'00''$  W and a chord distance of 17.85') to a  $\frac{1}{2}$ " capped iron rebar set; thence N  $01^{\circ}12'16''$  W for a distance of 89.96' to a " capped iron rebar set; thence N  $00^{\circ}59'42''$  W for a distance of 55.90' to a  $\frac{1}{2}$ " capped iron rebar set; thence N  $02^{\circ}31'45''$  E for a distance of 538.85' to a concrete monument found; thence along a curve, turning to the right, with an arc distance of 21.94' (said curve having a radius of 7569.44', a chord bearing of N  $03^{\circ}23'37''$  E and a chord distance of 21.94') to the point of beginning. Said tract of land contains 6.966 acres, more or less.

Reference is hereby made to said Shupe plat for all further purposes of identifying and describing said real property and for all other purposes.

#### **TRACT TWO:**

All that certain lot, tract or parcel of land situate, lying and being in 26th G.M.D., City of Brunswick, Glynn County, Georgia, and shown as Tract 2 on a survey plat prepared by Shupe Surveying Company, P.C, certified by C. Teeple Hill, Georgia Professional Land Surveyor No. 3081, titled "A Boundary Retracement Survey Of Tract 1 and Tract 2 and Marshland Tract, the O'Brien Paints Facility and Parcel A, the Buddy Nesmith Oil Company, Inc.," dated 10/11/2024, and being more particularly described as follows:

Beginning at a  $\frac{1}{2}$ " iron rebar found located on the Eastern right-of-way of U.S. Highway 17 (varying public R/W) whose coordinates are N: 425991.52, E: 872661.52 (Georgia State Plane Coordinate System, East Zone, NAD83); thence leave said right-of-way line S  $80^{\circ}59'14''$  E for a distance of 531.29' to a  $\frac{1}{2}$ " iron rebar found; thence along the lands of Wells JW Lumber Company the following courses and distances: thence S  $05^{\circ}26'52''$  E for a distance of 107.27' to a point; thence S  $08^{\circ}07'18''$  E for a distance of 119.67' to a point; thence S  $10^{\circ}01'37''$  E for a distance of 55.42' to a point; thence S  $12^{\circ}15'54''$  E for a distance of 32.46' to a point; thence S  $15^{\circ}09'03''$  E for a distance of 54.31' to a point; thence S  $07^{\circ}18'40''$  E for a distance of 54.95' to a point; thence S  $30^{\circ}04'15''$  E for a distance of 47.23' to a point; thence S  $08^{\circ}53'17''$  E for a distance of 50.94' to a point; thence S  $30^{\circ}23'35''$  E for a distance of 90.48' to a point; thence S  $18^{\circ}17'07''$  E for a distance of 27.93' to a point; thence S  $13^{\circ}16'01''$  E for a distance of 55.31' to a point; thence N  $81^{\circ}04'26''$  W for a distance of 572.45' to a  $\frac{1}{2}$ " capped iron rebar set; thence N  $08^{\circ}56'00''$  E for a distance of 531.50' to a point; thence N  $81^{\circ}10'46''$  W for a distance of 27.83' to a point; thence N  $09^{\circ}48'23''$  E for a distance of 53.14' to a point; thence N  $81^{\circ}05'22''$  W for a distance of 192.48' to a  $\frac{1}{2}$ " capped iron rebar set located on the eastern right-of-way of U.S. Highway 17; thence along the said right-of-way of U.S. Highway 17 along a curve, turning to the right, whose arc distance is 51.09' (said curve having a radius of 7569.44', a chord bearing of N  $03^{\circ}40'12''$  E and a chord distance of 51.09') to the point of beginning. Said tract of land contains 6.391 acres more or less.

Reference is hereby made to said Shupe plat for all further purposes of identifying and describing said real property and for all other purposes.

**PARCEL A:**

All that certain lot, tract or parcel of land situate, lying and being in 26th G.M.D., City of Brunswick, Glynn County, Georgia, and shown as Parcel A on a survey plat prepared by Shupe Surveying Company, P.C, certified by C. Teeple Hill, Georgia Professional Land Surveyor No. 3081, titled "A Boundary Retracement Survey Of Tract 1 and Tract 2 and Marshland Tract, the O'Brien Paints Facility and Parcel A, the Buddy Nesmith Oil Company, Inc.," dated 10/11/2024, and being more particularly described as follows:

Beginning at a 1A" iron rebar found located on the Eastern right-of-way of U.S. Highway 17 (varying public R/W) whose coordinates are N: 425050.46, E: 872633.32 (Georgia State Plane Coordinate System, East Zone, NAD83); Proceed thence along the said right-of-way of U.S. Highway 17 along a curve, turning to the left, whose arc distance is 166.23' (said curve having a radius of 2604.48', a chord bearing of N 01°02'31" E and a chord length of 166.20') to a 1A" iron rebar found; thence leaving said right-of-way S 81°32'40" E for a distance of 1/1462' to a 1A" iron rebar found; thence S 09°08'11" E for a distance of 171.91' to a 1A" iron rebar found; thence N 81°51'07"W for a distance of 175.14' to the point of beginning. Said lot, tract or parcel of land contains 26,145 sq. ft., more or less.

Reference is hereby made to said Shupe plat for all further purposes of identifying and describing said real property and for all other purposes.

**Exhibit B**  
**Map of the Property**

