

Rebecca J. Walden  
Clerk of Superior Court, Glynn County, GA

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:**

Hercules LLC  
500 Hercules Road  
Wilmington, DE 19808

**Grantee/Holder with the  
power to enforce:**

Hercules LLC  
500 Hercules Road  
Wilmington, DE 19808

**Grantee/Entity with  
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 the property consisting of 5.562 acres, owned by Hercules LLC (hereinafter "Property"), located at 3128 Hopkins Avenue in Brunswick, Glynn County, Georgia 31520. The Property is further identified by the tax parcel ID number below. The Property is located in the 26<sup>th</sup> Georgia Militia District (G.M.D.) of Glynn County, Georgia.

The tax parcel of the Property is ID Number 01-05011 of Glynn County, Georgia. The Property was conveyed to Hercules LLC and consolidated through a series of transactions, as described in the chart below, with such Owner/Grantors, conveyances, and Deed Book references to the Glynn County deed records as shown.

Deed Reference	Grantor	Date of Conveyance
Book 22-1, Folio 520	Church Of Christ Of Richmond, CA	December 31, 1980
*Book 21-W, Folio 829	Douglas L Baker	May 12, 1980
*Book 22-Q, Folio 1067	Prospero Asen-Loo	August 6, 1981

Note: \*Indicates a partial sale from this originating parcel

A legal description of the Property is attached as Exhibit A and a survey 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 Grantor and 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 corrective action being or to be performed at the Hercules LLC/Pinova facility located at 2801 Cook Street, Brunswick, Glynn County, Georgia, which impacts or may impact 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 1058 East Tower  
Atlanta, Georgia 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Notice.** The Property has been listed on the State's Hazardous Site Inventory at HSI #10058 and has been 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 the Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

### **Activity and 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.
- B. Real Property. No portion of the Property where occupants could be exposed to soil shall be used for residential purposes as defined in Section 391-3-19-.02 unless it is first demonstrated to EPD's satisfaction that any such exposure shall not exceed applicable

residential risk reduction standards, that such use shall comply with the vapor intrusion controls required by Activity and Use Limitation "E" of this Environmental Covenant, and Grantee/Entity provides written approval of the change in use. For clarity, this restriction shall not limit multifamily residential uses within interior portions of structures at levels located above the ground-level floor or located above below-grade ground level parking structures now existing or erected in the future on the Property, nor commercial uses classified as residential by Section 391-3-19-.02 in those same above-grade areas, all provided residents are not exposed to soils above residential risk reduction standards at ground level and that such future use shall comply with the vapor intrusion controls required by Activity and Use Limitation "E" of this Environmental Covenant.

- C. Construction Worker Notices. A Site-Specific Health and Safety Plan (HSP) and Soil Management Plan (SMP) are in place to address potential exposure by construction and utility workers to affected soils and/or groundwater at the Property. The Owner shall be bound by the HSP and SMP, as may be modified or amended from time to time. If affected soils and/or groundwater will be encountered during construction activities, Owner shall ensure that a copy of the HSP and SMP is provided in advance to the individual(s) responsible for such activities so that appropriate protective measures are taken to protect worker health and safety.
- D. Non-Interference. Owner shall prohibit any activity at the Property that may interfere with the ground water monitoring well network shown on the attached Exhibit C.
- E. Vapor Intrusion
- 1) New Construction. No person may construct a new building or structure to be enclosed and occupiable at the Property unless that structure or building is elevated from the grade of the Property or constructed as slab-on-grade (i.e., no basement). Further, no person may construct a new building or structure to be enclosed and occupiable at the Property, regardless of grade level, unless that structure or building incorporates engineering controls, such as a sub-slab vapor barrier or venting system, that are designed to manage the potential for vapor intrusion. EPD may waive these restrictions in writing if data and analysis are presented to EPD demonstrating that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.
  - 2) Modification of Existing Structures. No person may modify any unoccupied existing structure or building at the Property so as to be enclosed and occupiable, unless a current evaluation of the potential for vapor intrusion into the enclosed and occupiable space of such a building or structure is performed, and additional remedial or mitigation measures, as necessary, are implemented to mitigate unacceptable risks associated with vapor intrusion into the building or structure.

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

- F. 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).

- G. 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.
- H. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, including those identified in the attached Exhibit C, 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.
- I. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-5, unless and until the Director determines in its sole discretion that the Property meets cleanup standards or other applicable Risk Reduction Standards derived in accordance with the Georgia Environmental Protection Division Guidance for Selecting Media Remediation for Solid Waste Management Units, November 1996 (or its replacement), whereupon the Environmental Covenant can be amended or terminated in accordance with the Georgia Uniform Environmental Covenants Act. In the event of a termination or amendment of the Environmental Covenant, such amendment or termination shall be recorded in every county in which any portion of the Property is located, in accordance with O.C.G.A. § 44-16-8(a).

### **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 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, Hercules LLC shall record the Environmental Covenant with the Recorder of Deeds for Glynn County in accordance with the law governing the recording and priority of interests in real property, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Additionally, upon recording of this Environmental Covenant, Hercules LLC 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.** Grantor represents and warrants that all of the following are true and correct:

- A. Grantor holds fee simple title to the Property.
- B. Grantor 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 Grantor 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 Grantor, nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Grantor is a party or by which Grantor may be bound.
- D. Hercules LLC 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, Grantor 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:*

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).

[SIGNATURES ON FOLLOWING PAGES]

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.

**HERCULES LLC**

Joshua E. Levin

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

STATE OF GA  
COUNTY OF Montgomery

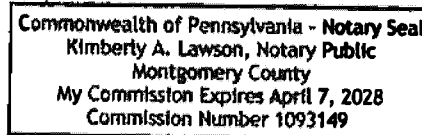
Signed in the presence of:

Barbara Denton  
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 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.

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

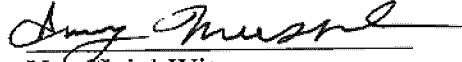


For the **Environmental Protection Division, Department of Natural Resources, State of Georgia**,  
this 12<sup>th</sup> day of June, 2025:

  
(Signature)

Jeffrey W. Cown  
Director, Environmental Protection Division

Signed in the presence of:

  
Unofficial Witness

Amy Mussler  
Unofficial Witness

  
BRET BLACKWELDER

State of Georgia  
County of Fulton

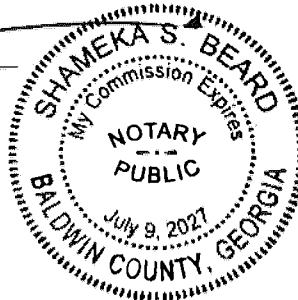
This instrument was signed or attested before  
me this 12 day of June, 2025, by  
[Name].

☒ Personally Known  
☐ Produced Identification

  
Notary Public (Signature)

My Commission Expires: 7/9/2027

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





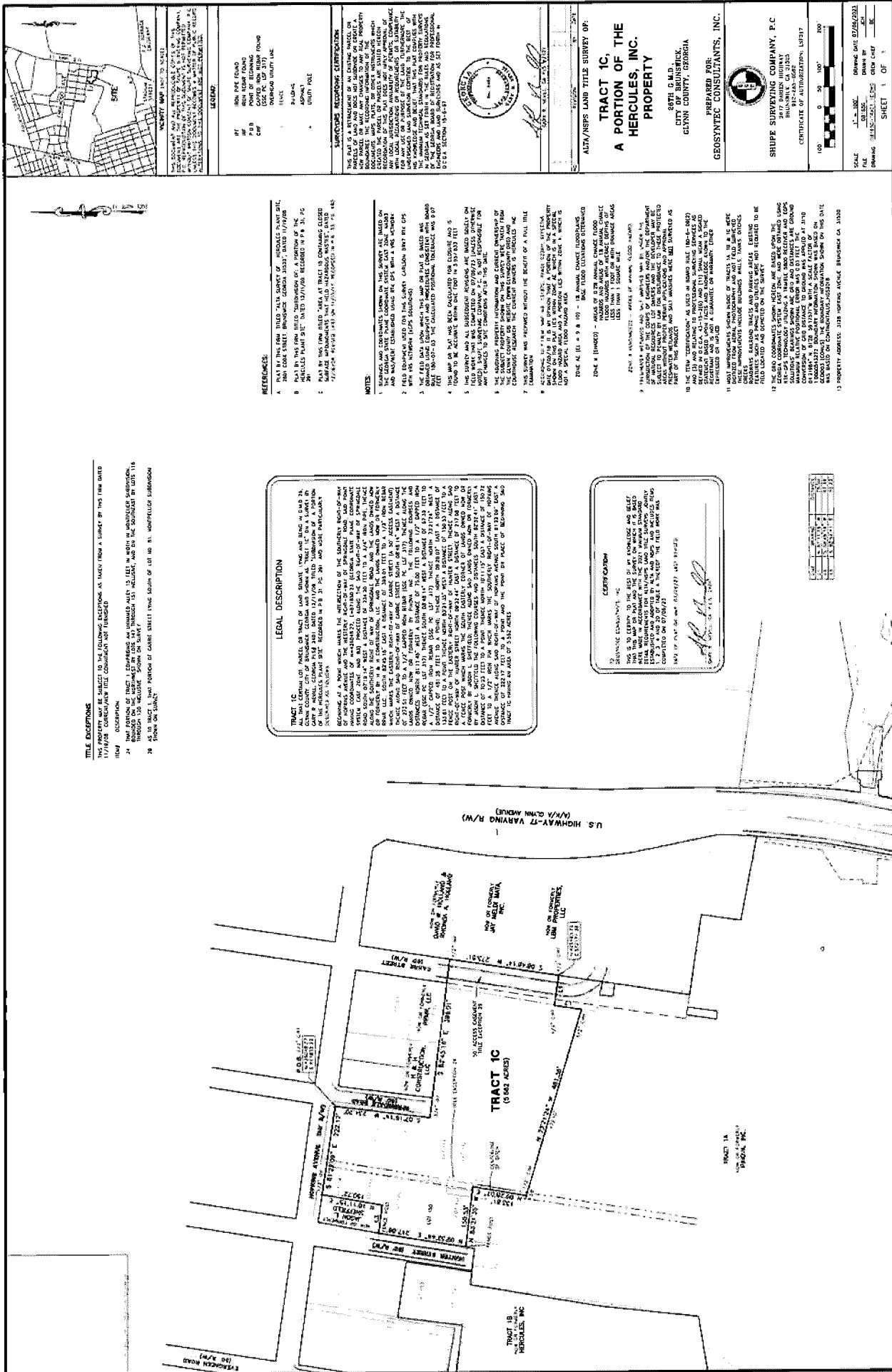
**Exhibit A**  
**Legal Description**

**TRACT 1C**

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN G.M.D 26, GLYNN COUNTY, CITY OF BRUNSWICK, GEORGIA AND SHOWN AS "TRACT 1C ON A SURVEY BY GARY R. NEVILL. GEORGIA PLS# 2401, DATED 12/11/09, TITLED "SUBDIVISION OF: A PORTION OF THE HERCULES PLANT SITE", RECORDED IN P.B. 31, PG. 291. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH MARKS THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HOPKINS AVENUE AND THE WESTERLY RIGHT-OF-WAY OF SPRINGDALE ROAD, SAID POINT HAVING COORDINATES OF N=426048.27, E=871850.23 (GEORGIA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83), PROCEED ALONG THE SAID RIGHT-OF-WAY OF SPRINGDALE ROAD SOUTH 07°19'14" WEST A DISTANCE OF 234.20 FEET TO A 3/4" IRON PIPE: THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF SPRINGDALE ROAD, AND THE LANDS OWNED NOW OR FORMERLY BY H & H CONSTRUCTION, LLC., AND THE LANDS OWNED NOW OR FORMERLY RRMR, LLC., SOUTH 82°45'16" EAST A DISTANCE OF 396.01 FEET TO A 1/2" IRON REBAR WHICH MARKS THE EASTERLY RIGHT-OF-WAY OF CARRIE STREET (A 50' ACCESS EASEMENT); THENCE ALONG SAID RIGHT-OF-WAY OF CARRIE STREET SOUTH 08°48'14" WEST A DISTANCE OF 273.51 FEET TO A 1/2" CAPPED IRON REBAR (SSC PC, LSF 317): THENCE ALONG THE LANDS OWNED NOW OR FORMERLY BY PINOVA, INC., THE FOLLOWING COURSES AND DISTANCES: NORTH 81°11'46" WEST A DISTANCE OF 75.00 FEET TO A 1/2" CAPPED IRON REBAR (SSC PC, LSF 317): THENCE SOUTH 08°48'14" WEST A DISTANCE OF 67.39 FEET TO A 1/2" CAPPED IRON REBAR (SSC PC, LSF 317): THENCE NORTH 73°21'24" WEST A DISTANCE OF 481.38 FEET TO A POINT: THENCE NORTH 09°28'07" EAST A DISTANCE OF 133.81 FEET TO A POINT: THENCE NORTH 83°21'35" WEST A DISTANCE OF 150.53 FEET TO A FENCE POST ON THE EASTERLY RIGHT-OF-WAY OF HUNTER STREET; THENCE ALONG SAID RIGHT-OF-WAY OF HUNTER STREET NORTH 09°32'44" EAST A DISTANCE OF 217.08 FEET TO A FENCE POST WHICH MARKS THE SOUTH EASTERLY CORNER OF LANDS OWNED NOW OR FORMERLY BY JASON L. SHEFFIELD: THENCE ALONG SAID LANDS OWNED NOW OR FORMERLY BY JASON L. SHEFFIELD THE FOLLOWING COURSES AND DISTANCES: SOUTH 82°52'41" EAST A DISTANCE OF 70.23 FEET TO A POINT; THENCE NORTH 10°11'15" EAST A DISTANCE OF 150.72 FEET TO A 1/2" IRON PIN WHICH MARKS THE SOUTHERLY RIGHT-OF-WAY OF HOPKINS AVENUE; THENCE ALONG SAID RIGHT-OF-WAY OF HOPKINS AVENUE SOUTH 81°22'09" EAST A DISTANCE OF 222.17 FEET TO A POINT AND THE POINT OR PLACE OF BEGINNING. SAID TRACT 1C HAVING AN AREA OF 5.562 ACRES.

**Exhibit B**  
**Property Map**



**Exhibit C**  
**Property Map Annotated with Restricted Areas/Infrastructure**

