

 GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

EPD Director's Office

2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

NOV 03 2025

DEED B: 62173 P: 00007

11/06/2025 02:56 PM Pgs: 16 Fees: \$25.00

Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

VIA EMAIL AND UPS

ERECORDED

Mr. Larry Newport, CIH CSP
Senior Director, Global EHS
Matthews International Corporation
Two NorthShore Center
Pittsburgh, PA 15212
LNewport@matw.com

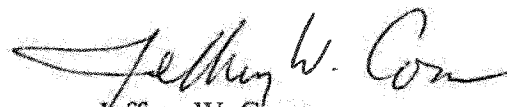
**RE: UNIFORM ENVIRONMENTAL COVENANT
YORK CASKET HARDWARE, LAWRENCEVILLE, GWINNETT COUNTY
EPA ID NO. GAD003265030, GA EPD PERMIT NO. HW-092(D)**

Dear Mr. Newport:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant for The York Group, Inc. facility. The fully executed original is attached. Within thirty (30) days of receipt, please file the Environmental Covenant with the Clerk of the Superior Court of Gwinnett 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. The submittal should include a certification that the parties identified in O.C.G.A. 44-16-7 have also been sent a file-stamped copy. Please contact Brian Koehler at (470) 524-1576 if there are any questions regarding the Uniform Environmental Covenant.

Sincerely,


Jeffrey W. Cown
Director

Encl: Fully executed Uniform Environmental Covenant – Parcels R5144 050A and R5144 051

After Recording Return to:
The York Group, Inc.
Mr. Brian Walters
Two NorthShore Center
Pittsburgh, PA 15212

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 Matthews International Corporation as set forth herein.

Fee Simple Owner(s)/Grantor(s): The York Group, Inc.
Two NorthShore Center
Pittsburgh, PA 15212

Grantee/Holder with the power to enforce: Matthews International Corporation
Two NorthShore Center
Pittsburgh, PA 15212

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 two tracts combined of approximately 15.566 acres of real property located at 506 Maltbie Street, Lawrenceville, Gwinnett County, Georgia, which is further identified by the tax parcel ID numbers below (hereinafter "Property"). The Property was conveyed to The York Group, Inc. by two conveyances as follows:

- A. Olsen & Company, Inc to The York Group, Inc. by warranty deed dated October 31, 1990, and recorded in Deed Book 6274, Page 204 consisting of 0.245 acres M.O.L., and
- B. Olsen & Company, Inc to The York Group, Inc. by warranty deed dated October 31, 1990, and recorded in Deed Book 6274, Page 207 consisting of 15.321 acres M.O.L.

The Property is located in Land Lots 144 and 145 of the 5th District of Gwinnett County, Georgia. The Property tax parcels are R5144 050A and R5144 051 of Gwinnett County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property 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 The York Group, Inc. and Matthews International Corporation, 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 under corrective action performed and/or being performed at the York Casket Hardware Facility/Site EPA ID No. GAD003265030 and Hazardous Waste Facility Permit HW-092(D). Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 MLK Jr. Drive, SE, Suite 1058 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

A portion of this Property has been listed on the State's Hazardous Site Inventory at HSI # 10137 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 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. 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 for any other purpose besides site characterization and corrective action is prohibited unless conducted under a plan approved in writing by EPD.

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 Matthews International Corporation. 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 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.
- D. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 *et seq.*, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 *et seq.*
- E. Periodic Reporting. The Owner shall inspect the Affected Areas at least annually to ensure compliance with this document. Annually, by no later than December 31, following the effective date of this Environmental Covenant, the Owner shall complete and submit to EPD the Annual Uniform Environmental Covenant Certification attached to this document as Exhibit C, or a modified format as approved by EPD.

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 Matthews International Corporation 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, Matthews International Corporation 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, The York Group, 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 the Environmental Covenant, The York Group,

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(s). The York Group, Inc. represents and warrants that all of the following are true and correct:

- A. The York Group, Inc. holds fee simple title to the Property.
- B. The York Group, Inc. 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 The York Group, Inc. 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 The York Group, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which The York Group, Inc. is a party or by which The York Group, Inc. 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, The York Group, 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 SE
Suite 1058 East Tower
Atlanta, GA 30334

With a copy to:

Matthews International Corporation
Two NorthShore Center
Pittsburgh, PA 15212

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

The York Group, Inc.

B. A. Walters

(Signature)

Brian Walters

Executive Vice President,
General Counsel, and Secretary

State of Pennsylvania

County of Allegheny

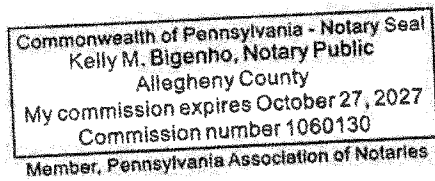
This instrument was signed or attested before
me this 2nd day of October, 2025, by
Brian Walters.

☒ Personally Known
☐ Produced Identification

Kelly M. Bigenho
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) October 27, 2027



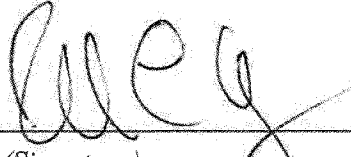
Signed in the presence of:

Joseph C. Bartolacci
Unofficial Witness (signature)

Joseph C. Bartolacci
Unofficial Witness (print name)

Grantee

Matthews International Corporation

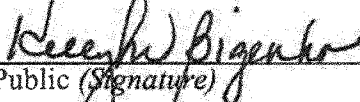

(Signature)
Ronald C. Awenowicz

Senior Vice President

State of Pennsylvania
County of Allegheny

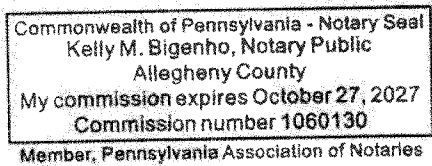
This instrument was signed or attested before
me this 2nd day of October, 2025 by
Ronald C. Awenowicz.

☒ Personally Known
☐ Produced Identification

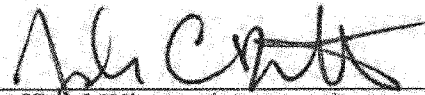

Notary Public (Signature)

My Commission Expires: October 27, 2027

(NOTARY SEAL) _____



Signed in the presence of:

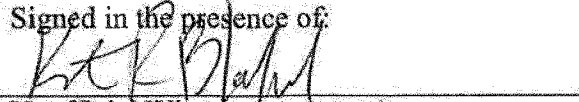

Unofficial Witness (signature)
Joseph C. Bartolacci
Unofficial Witness (print name)

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 3rd day of November, 2025 :


(Signature)

Jeffrey W. Cown
Director, Environmental Protection Division

Signed in the presence of:


Unofficial Witness (signature)

Katie R Bloomfield
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 3rd day of November, 2025 by
Jeffrey W. Cown.

☒ Personally Known
☐ Produced Identification


Notary Public (Signature)

My Commission Expires: July 31, 2027

(NOTARY SEAL)

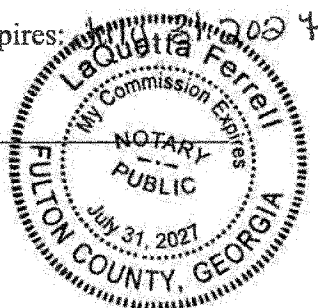


Exhibit A
Legal Description of Properties

PARCEL NO. R5144 050A

All that tract of land situated in Gwinnett County, Georgia, being more fully described as Parcel "A" in a property survey, dated June 1, 1990, revised October 22, 1990, and certified to York Acquisition Corp., Gwinnett Title and Abstract Company, Inc., Chicago Title Insurance Company, Provident Services, Inc., and Olsen & Company, Inc., by William J. Daniel III, a registered land surveyor at Lowe Engineers, Inc. with offices at 7100 Peachtree Dunwoody Road, Atlanta, Georgia as follows:

All that tract or parcel of land lying and being in Land Lots 144 and 145 of the 5th District of Gwinnett County, Georgia, and more particularly described as follows:

Beginning at an iron pin located on the northeast side of Maltbie Street existing right-of-way 1,104.7 feet northwest of the intersection with the centerline of Curtis Road, a 50 foot right-of-way, said point being the POINT OF BEGINNING.

THENCE North 71 degrees 56 minutes 35 seconds West along the existing northeastern right-of-way of Maltbie Street for a distance of 46.71 feet to a point;

THENCE North 60 degrees 26 minutes 36 seconds West along said right-of-way for a distance of 3.49 feet to a point;

THENCE North 70 degrees 26 minutes 36 seconds West along said right-of-way for a distance of 200.9 feet to a point;

THENCE North 72 degrees 21 minutes 40 seconds West along said right-of-way for a distance of 302.56 feet to a point;

THENCE North 73 degrees 12 minutes 17 seconds West along said right-of-way for a distance of 184.72 feet to a point;

THENCE North 72 degrees 09 minutes 21 seconds West along said right-of-way for a distance of 85.00 feet to an iron pin set;

THENCE North 10 degrees 02 minutes 34 seconds West for a distance of 649.24 feet to an iron pin found;

THENCE South 86 degrees 27 minutes 34 seconds East for a distance of 1,054.75 feet to an iron pin found;

THENCE South 08 degrees 04 minutes 03 seconds West for a distance of 199.57 feet to an iron pin found;

THENCE South 11 degrees 35 minutes 03 seconds West for a distance of 451.40 feet to a point;
THENCE North 66 degrees 27 minutes 44 seconds West for a distance of 61.00 feet to a point;
THENCE South 08 degrees 45 minutes 33 seconds West for a distance of 199.02 feet to a point located on the northeastern right-of-way of Maltbie Street, said point being the TRUE POINT OF BEGINNING.

Said property contains 15.321 acres, more or less.

PARCEL NO. R5144 051

All that tract of land situated in Gwinnett County, Georgia, being more fully described as Parcel "B" in a property survey, dated June 1, 1990, revised October 22, 1990, and certified to York Acquisition Corp., Gwinnett Title and Abstract Company, Inc., Chicago Title Insurance Company, Provident Services, Inc., and Olsen & Company, Inc., by William J. Daniel III, a registered land surveyor at Lowe Engineers, Inc. with offices at 7100 Peachtree Dunwoody Road, Atlanta, Georgia as follows:

All that tract or parcel of land lying and being in Land Lot 144 of the 5th District of Gwinnett County, Georgia, and more particularly described as follows:

Beginning at an iron pin located on the northeast side of Maltbie Street existing right-of-way 1,104.7 feet northwest of the intersection with the centerline of Curtis Road with a 50 right-of-way, said point being the TRUE POINT OF BEGINNING.

THENCE North 71 degrees 56 minutes 35 seconds West along the existing northeastern right-of-way of Maltbie Street for a distance of 46.71 feet to a point;
THENCE North 70 degrees 26 minutes 36 seconds West along said right-of-way for a distance of 3.49 feet to a point;
THENCE North 08 degrees 45 minutes 33 seconds East for a distance of 199.02 feet to a point;
THENCE South 66 degrees 27 minutes 44 seconds East for a distance of 61.00 feet to a point;
THENCE South 11 degrees 35 minutes 03 seconds West for a distance of 191.89 feet to an iron pin set on the northeastern right-of-way of Maltbie Street, said iron pin being the TRUE POINT OF BEGINNING.

Said property contains 0.245 acres, more or less.

Exhibit B
Map of Property

Site Location Map



AECS

1

Exhibit C

Annual Uniform Environmental Covenant Certification

Annual Uniform Environmental Covenant Certification

UECs are one form of corrective action that may be used to address contamination on a property. Owners are legally required to ensure that the conditions of the UEC are maintained, to report changes in property ownership to the Georgia Environmental Protection Division (EPD) within 30 days, and to complete this annual certification. If the UEC conditions are not maintained, additional investigation and/or corrective action may be required. Each UEC has unique conditions and reporting requirements; you may find a copy of the conditions that apply to your property at: <https://epd.georgia.gov/properties-subject-uniform-environmental-covenants>.

If you have additional questions, you may contact EPD's Land Protection Branch at 404-657-8600.

I certify that I have reviewed the specific conditions of the UEC for the property located at:

Assigned Site Environmental Name or Number (if known):

What is your property's current use? _____

Please indicate UEC Status (select all that apply):

☐ My property has a restriction on groundwater usage. Groundwater on the property is not being used except as permitted in the UEC.

☐ My property has a restriction prohibiting residential use. The property is only being used for non-residential use **as defined in HSRA Rule 391-3-19.02(2)** "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, for example, day care facilities, playgrounds, schools, etc. at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group...".

☐ My property has a restriction associated with the potential for vapor intrusion. Those conditions are being met in that no new enclosed structures have been constructed and, if applicable, any existing passive vapor intrusion mitigation system remains in place and functional. If your property has an active vapor intrusion mitigation system or you have engaged in any new construction on the property, check the following box and submit the Annual Property Evaluation Form.

☐ My property or covenant has additional restrictions or requirements. The Annual Property Evaluation Form and supporting documentation are attached.

☐ At least one condition described in the Uniform Environmental Covenant has changed. This may include, without limitation, changes to groundwater usage, ownership, fencing, vapor intrusion systems, asphalt or concrete maintenance, etc. If ownership of part or all of the property has changed, please provide contact information for the new owner(s) below.

If this is the case, please describe:

I, _____ (Name of individual signing the Certification), the _____ (Title), am the Responsible Official for _____ (Name of the Owner), which is a _____ (Legal form of the Entity), and am duly authorized to represent _____ (Name of the Owner) in connection with compliance with the UEC and to execute this Certification.

Certification:

Following reasonable inquiry, I certify that this document, all attachments and the information submitted are, to the best of my knowledge and belief, true, accurate and complete.

NAME (Please type or print)

TITLE

SIGNATURE

DATE