

After Recording Return to:
Randall D. Quintrell, P.C.
Suite 2300
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996
ATTN: Randall D. Quintrell

CROSS-REFERENCES:

County: Fulton
Deed Book: 55216
Pages: 493-503
Deed Book: 57556
Pages: 293-302

Amended Environmental Covenant

This instrument is an Amended 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"). A prior Environmental Covenant was granted by Seitzinger, LLC (hereinafter "Original Grantor/Grantee") with respect to the Property and was recorded on August 3, 2015 at Deed Book 55216, pages 493-503. A Modification of Environmental Covenant, which corrected the legal description in the Environmental Covenant, was recorded on May 30, 2017 at Deed Book 57556, pages 293-302. The Environmental Covenant granted by Original Grantor/Grantee, as modified by the Modification of Environmental Covenant, will be referred to hereinafter as the "Original Environmental Covenant". This Amended Environmental Covenant is intended to supersede and replace the Original Environmental Covenant. This Amended Environmental Covenant subjects the Property identified below to the activity and/or use limitations and other requirements specified in this document. This Amended Environmental Covenant further grants such other rights in favor of the Georgia Environmental Protection Division (hereinafter "EPD") as are set forth herein.

Fee Simple Owner(s)/Grantor(s): CRP/LPC Aspire Owner, LLC
6340 Sugarloaf Parkway, Suite 350
Duluth, Georgia 30097

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

CRP/LPC Aspire Owner, LLC
6340 Sugarloaf Parkway, Suite 350
Duluth, Georgia 30097

**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 Amended Environmental Covenant is a tract of approximately 5.06 acres of real property located at 900 Joseph E. Lowery Boulevard in Land Lot 113 of the 14th District and Land Lot 189 of the 17th District of Fulton County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on October 30, 2018, from Seitzinger, LLC, a Georgia limited liability company, to CRP/LPC Aspire Owner, LLC, a Delaware limited liability company ("CRP/LPC"), via Limited Warranty Deed; such conveyance is recorded in Deed Book 59358, Page 371, of the Fulton County deed records. A copy of the Limited Warranty Deed is attached hereto as Exhibit "A". A metes and bounds legal description of the Property is contained within the Limited Warranty Deed.

The Fulton County, Georgia tax parcel ID number of the Property is:
14011300010053

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Amended 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 Amended Environmental Covenant shall be binding upon CRP/LPC and all successors, assigns and transferees of any interest in the Property or any portion thereof. This Amended Environmental

Covenant is intended to supersede and replace the Original Environmental Covenant.

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 Property. Records pertaining to this corrective action are available at the following EPD location:

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

Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Description of Contamination and Corrective Action.

Seitzinger, LLC performed extensive assessment and remediation work at the Property pursuant to the requirements of the Resource Conservation and Recovery Act (RCRA) and under the supervision of EPD. This work included extensive excavation and off-site disposal of impacted soil from the Property. CRP/LPC entered the Property into the Georgia Brownfield Program and acquired the Property. Pursuant to its EPD-approved Prospective Purchaser Corrective Action Plan, CRP/LPC has performed additional assessment and remediation work at the Property and has certified that the soil on the portion of the Property intended to be used for residential purposes now meets residential risk reduction standards. A small portion of the Property not used for residential purposes meets non-residential risk reduction standards. The attached Figure 1 depicts the portions of the Property meeting residential vs. non-residential risk reduction standards. Reports and other documentation of the above-described assessment and remediation are available at the EPD office listed above.

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

Groundwater Limitation – The use or extraction of groundwater from beneath the Property for drinking water or any other non-remedial purpose not approved

by EPD shall be prohibited, unless the groundwater at the Property is remediated to Hazardous Site Response Act Type 1 or 2 (as applicable at the time) Risk Reduction Standards or otherwise approved 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 limitation described herein shall include a statement that the Property is subject to this Amended Environmental Covenant (and any subsequent amendments thereto), the location (County, Deed Book and Page) in the deed records where this Amended 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. 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.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Amended 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 of CRP/LPC's successors, assigns and transferees of any fee simple interest in the Property or any portion thereof shall have the right to enter the Property at reasonable times in connection with

implementation, compliance, or enforcement of this Amended Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Amended Environmental Covenant shall be enforceable by EPD, CRP/LPC 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 Amended 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 Amended Environmental Covenant by the Director of EPD, CRP/LPC shall record the Amended 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, CRP/LPC 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). CRP/LPC represents and warrants that all of the following are true and correct:

- A. CRP/LPC holds fee simple title to the Property.
- B. CRP/LPC has the authority to enter into this Amended Environmental Covenant, has the authority to grant any rights granted by it within, and has the ability to carry out the obligations described herein and based upon the information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of CRP/LPC that will alter this representation and warranty.
- C. The execution and delivery of this Amended Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, or operating agreement of CRP/LPC nor will it violate, contravene and/or constitute

a breach or default under any agreement, contract, order or instrument to which CRP/LPC is a party or by which CRP/LPC may be bound.

- D. CRP/LPC 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; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD.
- 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. Seitzinger, LLC, Original Grantor/Grantee under the original Environmental Covenant and the Modification of Environmental Covenant, waived any right to consent to any future termination of, modification or amendment to the original Environmental Covenant or the Modification of Environmental Covenant. Such waiver is contained within the Limited Warranty Deed attached hereto as Exhibit "A".
- G. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, CRP/LPC served a copy of the proposed final text of this Amended 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

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.

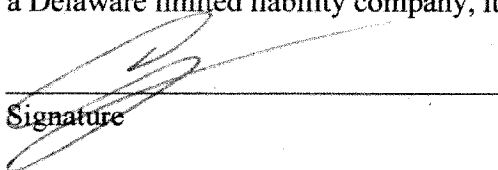
Effective Date

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

CRP/LPC Aspire Owner, L.L.C.,
a Delaware limited liability company

By: CRP/LPC Aspire Venture, L.L.C.,
a Delaware limited liability company, its sole member


Signature

Charles O. Shallat
Authorized Representative – Print Name

Authorized Signatory of Sole Member
Title of Authorized Representative

8/29/2019
Date

Signed in the presence of:


Unofficial Witness (Signature)

MICHELLE LARA
Unofficial Witness (Print Name)

State of Georgia

County of Forsyth

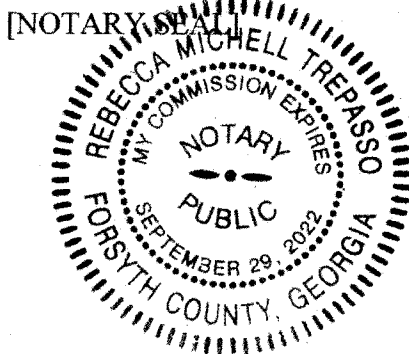
This instrument was acknowledged before me this 29th day of August, 2019, by
Charles O. Shallat.

☒ Personally Known

☐ Produced Identification


Notary Public (Signature)

My Commission Expires: 9-29-2022



For the Environmental Protection Division, Department of Natural Resources,
State of Georgia, this 10th day of October, 2019:

R. Dunn
Richard Dunn
Director, Environmental Protection Division

State of Georgia

County of Fulton

This instrument was acknowledged before me this 10th
day of October, 2019, by
Tamara Fischer (name).

☒ Personally Known
☐ Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

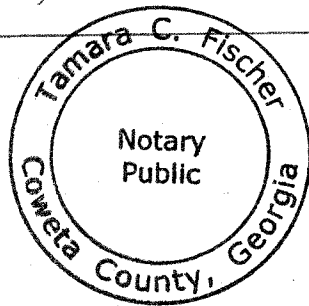


Exhibit A
Copy of Limited warranty Deed

GSCCCA.org - Image Index

Deed Book 59358 Pg. 371
 Filed and Recorded Oct-31-2018 10:25am
 2018-0283572
 Real Estate Transfer Tax \$4,250.00
CATHELENE ROBINSON
 Clerk of Superior Court
 Fulton County, Georgia

(Above Space for Recorder's Use)

After recording, please return to:
 Holt Ney Zetcoff & Wasserman, LLP
 100 Galleria Parkway, Suite 1800
 Atlanta, Georgia 30339
 Attention: Andrew H. Prussack, Esq.

Cross-Reference:
 Deed Book 55216, Page 493; and
 Deed Book 57556, Page 293
 Fulton County, Georgia records

Parcel ID Number: 14-0113-0001-005-3

STATE OF GEORGIA

COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE is made as of the 30th day of October, 2018, between SEITZINGER, LLC, a Georgia limited liability company (formerly known as SEITZINGER, INC., a Georgia corporation) ("**Grantor**"), and CRP/LPC ASPIRE OWNER, L.L.C., a Delaware limited liability company ("**Grantee**") (the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten 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 whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, the following described real property, to wit:

ALL THOSE TRACTS OR PARCELS of land lying and being in Fulton County, Georgia, being more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights,

849588_5

Deed Book 59358 Ps 372

members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons or entities claiming by, through or under Grantor, subject only to the matters set forth on Exhibit B attached hereto and made a part hereof by this reference.

Notice is hereby given that that certain Environmental Covenant between Grantor and State of Georgia, Department of Natural Resources, dated June 16, 2015, filed August 3, 2015, recorded in Deed Book 55216, page 493, Fulton County, Georgia records, as modified by Modification of Environmental Covenant between Grantor and State of Georgia, Environmental Protection Division, dated March 8, 2017, filed May 30, 2017, recorded in Deed Book 57556, page 293, aforesaid records, contains activity and use limitations.

In connection with Grantor's conveyance of the Property to Grantee, Grantor hereby waives Grantor's right, from and after the date hereof, to consent to any future termination, modification or amendment of that certain Environmental Covenant between Grantor and State of Georgia, Department of Natural Resources, dated June 16, 2015, filed August 3, 2015, recorded in Deed Book 55216, page 493, Fulton County, Georgia records; as modified by Modification of Environmental Covenant between Grantor and State of Georgia, Environmental Protection Division, dated March 8, 2017, filed May 30, 2017, recorded in Deed Book 57556, page 293, aforesaid records, including, without limitation, any termination, amendment or modification to remove therefrom the activity and/or use limitation that restricts the use of the Property only for non-residential uses.

[SIGNATURES APPEAR ON NEXT PAGE]

849588_5

GSCCCA.org - Image Index

Deed Book 59358 Pg 373

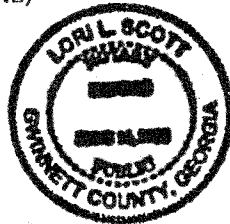
IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be signed, sealed and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Paul B. Miller
Unofficial Witness

Lori L. Scott
Notary Public

My Commission Expires: 6/14/22
(NOTARY SEAL)



SEITZINGER, LLC, a Georgia limited liability company (formerly known as Seitzinger, Inc., a Georgia corporation)

By: Jadaki, L.P., a Georgia limited partnership, its Manager

By: A&L GP Management Company, LLC, a Georgia limited liability company, its General Partner

By: James M. Taratoot (SEAL)
James M. Taratoot
Authorized Member

[Signature Page to Limited Warranty Deed]

Exhibit A**Legal Description****TRACT I**

All that tract or parcel of land lying and being in Land Lot 113 of the 14th District and in Land Lot 189 of the 17th District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the western side of Joseph E. Lowery Boulevard NW (formerly Ashby Street) 1115 feet northerly along said street from the intersection formed by the western side of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and the northern side of Jefferson Street, said point of beginning also being the northeastern corner of property now or formerly owned by Massey & Fair, Inc., and running thence northerly along the western side of Joseph E. Lowery Boulevard NW (formerly Ashby Street), 358.75 feet, more or less, to the southeastern corner of property now or formerly owned by Puritan Chemical Company; thence westerly along the southern line of said Puritan Chemical Company property, 149.9 feet to a southwestern corner thereof; thence northerly along a western line of said Puritan Chemical Company property, 9.48 feet to a southern line of said property; thence westerly, along said southern line of Puritan Chemical Company property, 301.1 feet to a point; thence southerly 318.2 feet to the northwestern corner of property now or formerly owned by The Centrif-Air Machine Co., Inc.; thence easterly along the northern line of said The Centrif-Air Machine Co., Inc. property, 208 feet to the western line of the 30 foot right-of-way of the Atlanta, Birmingham and Atlantic Railway Company; thence continuing easterly across said railway right-of-way 30 feet to the eastern line thereof; thence southerly along the eastern line of said railway right-of-way, 42 feet to the northwestern corner of the aforesaid Massey & Fair, Inc. property; thence easterly along the northern line of the said Massey & Fair, Inc. property, 212 feet to the western side of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and the point of beginning; being improved property known as No. 900 Joseph E. Lowery Boulevard NW (formerly Ashby Street), according to the present system of numbering improvements in the City of Atlanta.

849588_5

TOGETHER WITH:

TRACT II

Parcel I

All that tract or parcel of land lying and being in the City of Atlanta and in Land Lot 113 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING on the western line of the right-of-way of the sidetrack of the Atlanta, Birmingham & Coast (formerly A. B. & C.) Railroad which point is 242 feet west of the west line of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and 1140 feet north of the north line of Jefferson Street; said beginning point being the northeast corner of the land conveyed on August 22, 1936, by deed recorded in Deed Book 1632, page 557, of the deed records of Fulton County, Georgia; running thence north along the west line of said right-of-way 25 feet; thence west 208 feet to the west line of the property of Thos. F. Seitzinger's Sons as shown by plat of same of record in Plat Book 10, pages 14 and 15, of the Fulton County records; thence south 25 feet to the north line of the property above referred to as having been conveyed on August 22, 1936; thence east along the north line of the said property 208 feet to the point of beginning.

Parcel II

All that tract or parcel of land lying and being in the City of Atlanta and in Land Lot 113 of the 14th District of Fulton County, Georgia, and more fully described as follows:

BEGINNING at a point on the western line of the right-of-way of the sidetrack of the Atlanta, Birmingham & Coast (formerly A. B. & C.) Railroad which point is 242 feet west of the west line of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and 1015 feet, more or less, north of the north line of Jefferson Street as shown by plat of a survey of the property of Thos. F. Seitzinger's Sons made by W.J. Nalley, C.E., July 27, 1933, a copy of which is of record in Plat Book 10, pages 14 and 15 of the records of Fulton County, Georgia; running thence north along the west line of said Railroad right-of-way 125 feet; thence west 208 feet to the west line of the Seitzinger property as shown on the plat above referred to; thence south 125 feet to the south line of the Seitzinger property as shown on said plat; thence east along said south line 208 feet to the beginning point. Also the right to use as a driveway, jointly with the owners of the land adjoining it on the north, a strip of land beginning at the southeast corner of the above described land; running north along the east line of said land 15 feet and extending east, 15 feet in width, 242 feet, more or less, to the west line of Joseph E. Lowery Boulevard NW (formerly Ashby Street).

849588_5

TOGETHER WITH:

TRACT III

All that tract or parcel of land lying and being in Land Lot 113 of the 14th District of Fulton County, Georgia, and more particularly described as follows:

To arrive at the BEGINNING POINT, start at the northwest corner of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and Jefferson Street, and run south 85 degrees 19 minutes west along the northern line of Jefferson Street, 245.8 feet to an iron pin; thence north 38 degrees 15 minutes west, 182.3 feet to an iron pin; thence north 31 degrees 06 minutes west, 234 feet to an iron pin; thence 14 degrees 38 minutes west, 100 feet to an iron pin; thence north 4 degrees 33 minutes west, 392.6 feet to an iron pin; thence north 86 degrees 10 minutes east, 19.9 feet to an iron pin which iron pin is the POINT OF BEGINNING; thence north 4 degrees 27 minutes west, 163.3 feet to an iron pin; thence north 85 degrees 33 minutes east, 208 feet to an iron pin; thence south 4 degrees 25 minutes east, 165.7 feet to an iron pin; thence south 86 degrees 13 minutes west, 208 feet to the point of beginning; said tract of land containing 0.7851 acre, and being shown outlined in yellow on print by L. R. Fitzpatrick, C.E., dated April, 1959, and revised July, 1960.

849588_5

Exhibit B**Permitted Exceptions**

1. All taxes and assessments for 2019 and subsequent years, not yet due and payable.
2. Easement for driveway shown on plat showing Property of Atlanta Chemical & Equipment Co., dated October X, 1974, recorded plat filed in Plat Book 33, page 54, Fulton County, Georgia records.
3. Driveway easement contained in Deed from Edward Seitzinger and Rudolph P. Seitzinger to The Centrif-Air Machine Co., Inc., dated November 3, 1947, filed November 4, 1947, recorded in Deed Book 2258, page 512, aforesaid records.
4. Easement contained in Deed from Edward Seitzinger and Rudolph P. Seitzinger, a partnership under the name of Thos. F. Seitzinger's Sons, to R.W. Clerk, M.W. Fletcher, F.E. Fletcher, J.D. Bunch a partnership under the name of Atlantic Chemical & Equipment Co., dated November 3, 1947, filed November 4, 1947, recorded in Deed Book 2258, page 513, aforesaid records.
5. Easement from Thos. F. Seitzinger's Sons to Georgia Power Company, dated November 14, 1947, filed December 8, 1947, recorded in Deed Book 2299, page 379, aforesaid records.
6. Right of Way Easement from Edw. Seitzinger to Georgia Power Company, dated September 29, 1954, filed October 12, 1954, recorded in Deed Book 2928, page 333, aforesaid records.
7. Easement from Seitzinger's Inc. to Georgia Power Company, dated September 22, 1960, filed October 26, 1960, recorded in Deed Book 3629, page 56, aforesaid records.
8. Right of Way Easement from Edward Seitzinger to Georgia Power Company, dated June 18, 1968, filed August 22, 1968, recorded in Deed Book 4946, page 437, aforesaid records.
9. Agreement between Seitzinger's Inc. and Georgia Power Company, dated January 6, 1975, filed January 17, 1975, recorded in Deed Book 6205, page 55, aforesaid records.
10. Easement from Seitzinger's Inc. to Georgia Power Company, dated July 25, 1977, filed August 8, 1977, recorded in Deed Book 6762, page 158, aforesaid records.
11. Easement from Seitzinger's Inc. to Georgia Power Company, dated August 23, 1977, filed August 30, 1977, recorded in Deed Book 6776, page 453, aforesaid records.
12. Easement from Seitzinger Inc. to Georgia Power Company, dated May 16, 1979, filed June 14, 1979, recorded in Deed Book 7272, page 485, aforesaid records.
13. Affidavit Re: Hazardous Waste by Stanton Sobel, Executive Vice President of Seitzinger's, Inc., dated January 22, 1988, filed January 22, 1988, recorded in Deed Book 11285, page 241, aforesaid records.

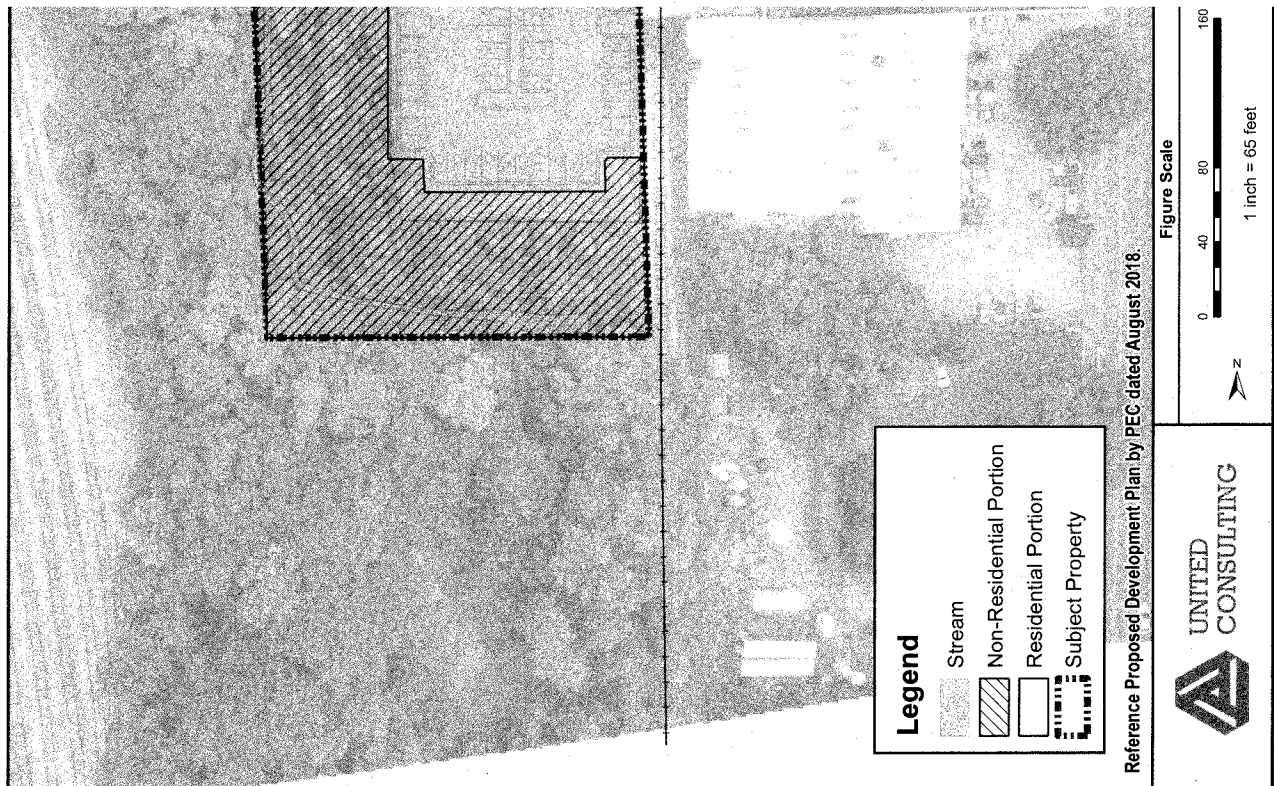
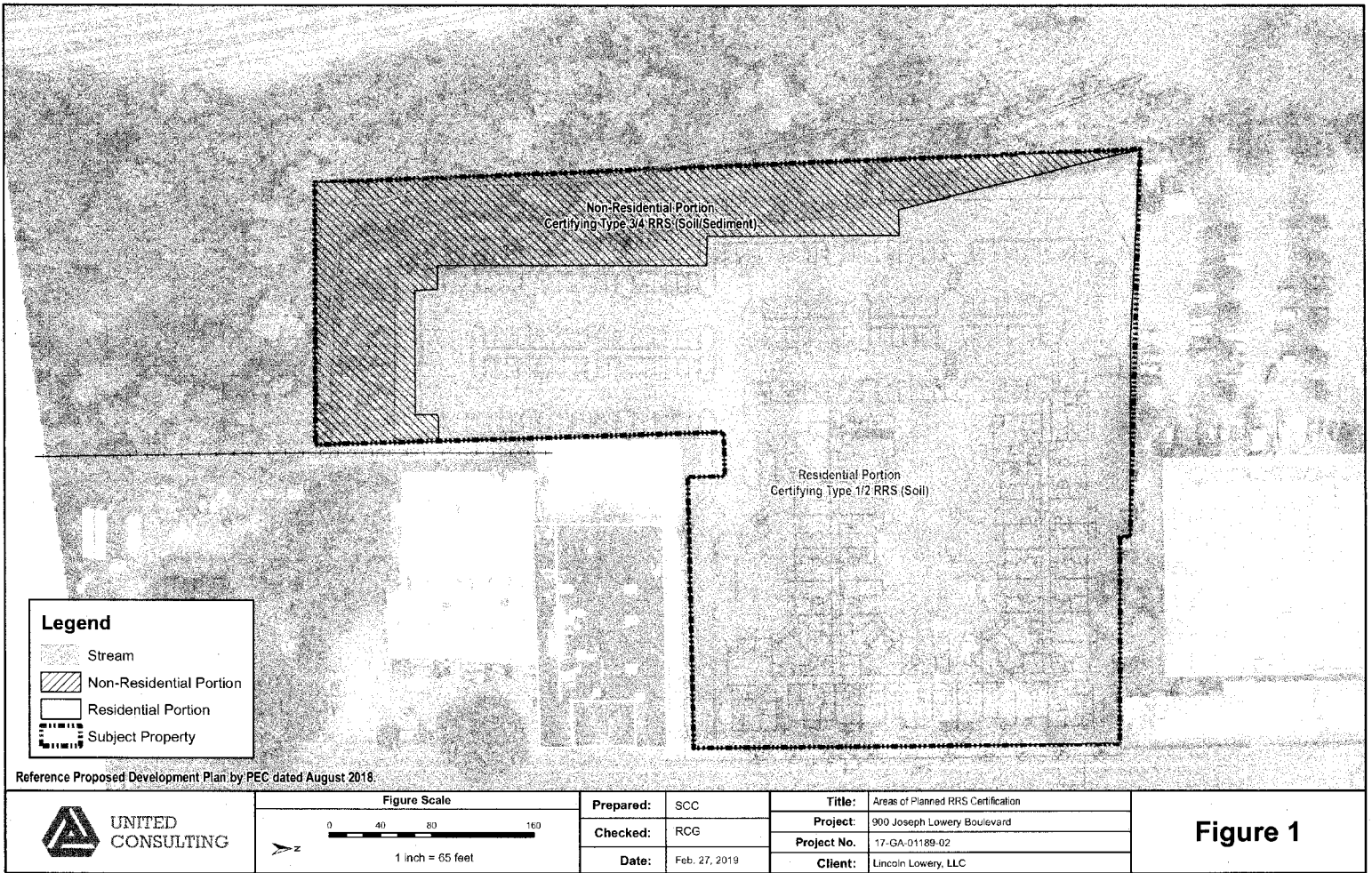
849588 5

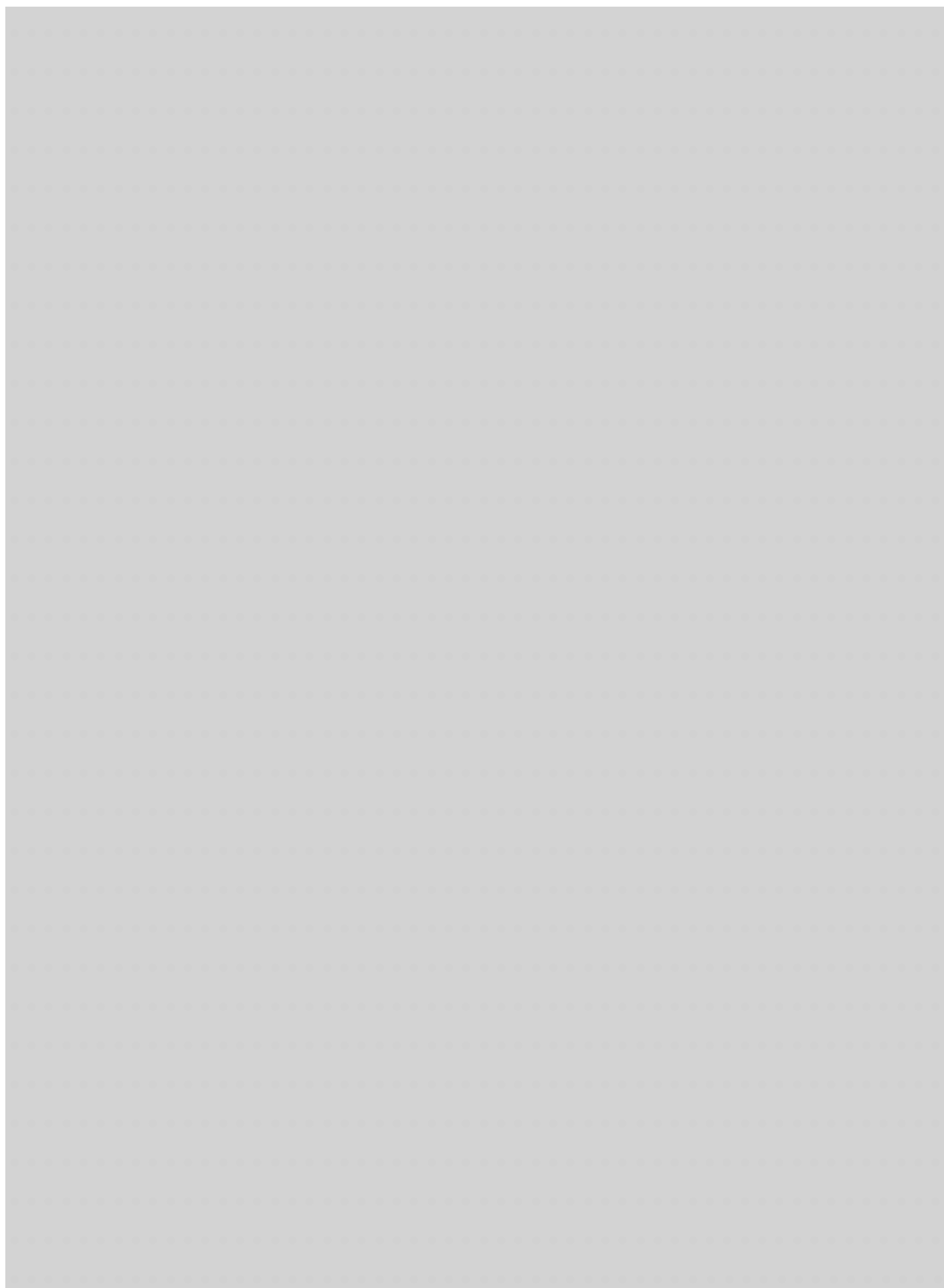
Deed Book 59358 Ps 378
CATHELENE ROBINSON
 Clerk of Superior Court
 Fulton County, Georgia

14. Easement from Nine Hundred Ashby Limited to Georgia Power Company, dated April X, 1992, filed May 14, 1992, recorded in Deed Book 15330, page 263, aforesaid records.
15. Affidavit Re: Hazardous Waste by James M. Taratoot for Seitzinger, LLC, dated December 19, 2005, filed January 4, 2006, recorded in Deed Book 41678, page 596, aforesaid records.
16. Environmental Covenant between Seitzinger, LLC and State of Georgia, Department of Natural Resources, dated June 16, 2015, filed August 3, 2015, recorded in Deed Book 55216, page 493, aforesaid records; as modified by Modification of Environmental Covenant between Seitzinger, LLC and State of Georgia, Environmental Protection Division, dated March 8, 2017, filed May 30, 2017, recorded in Deed Book 57556, page 293, aforesaid records.
17. Rights of upper and lower riparian owners in and to the waters of the streams or creeks traversing or adjoining the subject property, and the natural flow thereof, free from diminution or pollution.
18. Easement from Thos. F. Seitzinger's Sons to Georgia Power Company, dated December 24, 1950, recorded in Deed Book 2596, page 680, aforesaid records.
19. All matters disclosed on that certain ALTA/NSPS Land Title Survey for CRP/LPC Aspire Owner, LLC, CRP/LPC Aspire Venture, LLC, CRP Aspire Member, LLC, Katten Muchin Rosenman, LLP, Santander Bank, N.A., Lincoln Lowery LLC and First American Title Insurance Company prepared by Planners and Engineers Collaborative, Inc., bearing the seal and certification of Jonathan N. Howard, Georgia Registered Land Surveyor No. 3008, dated June 29, 2017, last revised October 16, 2018.

849588_5

Figure 1
Copy of Property Drawing





Deed Book 57556 Pg 293
Filed and Recorded May-30-2017 08:07am
2017-0190896
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

AFTER RECORDING RETURN TO:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East Tower
Atlanta, Georgia 30334

Cross Reference:
Book 55216, Pg. 493
Fulton County, GA

Modification of Environmental Covenant

This instrument is a Modification (this "Modification") of an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1, *et seq.* The effective date of this Modification shall be the date upon which a fully executed original of this Modification has been recorded in the deed records maintained by the Clerk of the Superior Court of Fulton County, Georgia in accordance with O.C.G.A. § 44-16-8(a).

RECITALS:

A. WHEREAS, Seitzinger, LLC ("Grantor") and the State of Georgia, Department of Natural Resources, Environmental Protection Division ("EPD") entered into that certain Environmental Covenant recorded August 3, 2015 in Official Records Book 55216, Page 493 in Fulton County, Georgia (as modified hereby and as may be further modified, amended, restated or supplemented from time to time, the "Environmental Covenant"); and

B. WHEREAS, the legal description of the property as described in Exhibit A of the Environmental Covenant recorded on August 3, 2015 was inaccurate and omitted certain portions of the property; and

C. WHEREAS, Grantor and EPD desire to revise the legal description in the Environmental Covenant to accurately describe the property by replacing Exhibit A with the legal description described in Exhibit A (revised) attached hereto and incorporated herein by reference; and

D. WHEREAS, to better identify the property Grantor and EPD additionally desire to replace the map shown in Exhibit A-1 of the Environmental Covenant with a survey of the property shown in Exhibit A-1 (revised) attached hereto and incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and EPD do hereby agree as follows:

1. Modification. Exhibit A of the Environmental Covenant is replaced by Exhibit A (revised) attached and Exhibit A-1 of the Environmental Covenant is replaced by Exhibit A-1 (revised) attached.
2. No Oral Modification. This Modification may not be amended except upon the written agreement of all parties hereto.
3. Ratification. Except as expressly modified herein, Grantor and EPD covenant and agree that all of the terms, covenants, promises, warranties, representations and conditions of the Environmental Covenant shall remain in full force and effect. Further, nothing contained herein shall in any way impair the validity of the Environmental Covenant.
4. Binding Upon Successors and Assigns. This Modification shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns and shall be enforceable by the Director of EPD or his agents or assigns, Grantor or its successors and assigns and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.
5. Headings. The headings of the articles, sections and subsections of this Modification are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.
6. Capitalized Terms. All capitalized terms used herein, unless otherwise defined in this Modification, shall have the meanings ascribed to them in the Environmental Covenant.
7. Counterparts. This Modification may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR BEGINNING ON FOLLOWING PAGE]

Grantor has caused this Modification of Environmental Covenant to be executed pursuant to
The Georgia Uniform Environmental Covenants Act, on the 8 day of
March, 2017.

Signed, sealed, and delivered in the presence
of:

[Signature]
Unofficial Witness (Signature)

JOHN B. MALTBY
Unofficial Witness Name (Print)

162 SIERRA CIRCLE
WOODSTOCK GA 30188
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: 11/4/2017

For the Grantor:

Seitzinger, LLC

Name of Grantor (Print)

[Signature] (Seal)
Grantor's Authorized Representative (Signature)

James M. Taratoot

Authorized Representative Name (Print)

Partner

Title of Authorized Representative (Print)

Dated: 3/8/2017
(NOTARY SEAL)



Signed, sealed, and delivered in the presence
of:

[Signature]
Unofficial Witness (Signature)

Sydney Brogden
Unofficial Witness Name (Print)

2 MLK JR. DR. SE, ATL, GA 30334
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: Jan. 12, 2021

For the State of Georgia
Environmental Protection Division:

[Signature] (Seal)
(Signature)

Richard E. Dunn
Director

Dated: 5/12/17
(NOTARY SEAL)

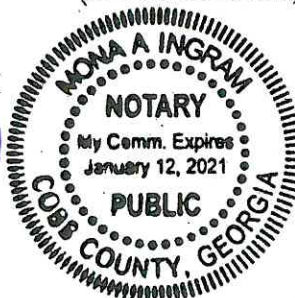


EXHIBIT A (revised)

**STAMP
ADDED
TO CAPTURE
IMAGE**

EXHIBIT "A" (revised)**Legal Description****TRACT I**

All that tract or parcel of land lying and being in Land Lot 113 of the 14th District and in Land Lot 189 of the 17th District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the western side of Joseph E. Lowery Boulevard NW (formerly Ashby Street) 1115 feet northerly along said street from the intersection formed by the western side of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and the northern side of Jefferson Street, said point of beginning also being the northeastern corner of property now or formerly owned by Massey & Fair, Inc., and running thence northerly along the western side of Joseph E. Lowery Boulevard NW (formerly Ashby Street), 358.75 feet, more or less, to the southeastern corner of property now or formerly owned by Puritan Chemical Company; thence westerly along the southern line of said Puritan Chemical Company property, 149.9 feet to a southwestern corner thereof; thence northerly along a western line of said Puritan Chemical Company property, 9.48 feet to a southern line of said property; thence westerly, along said southern line of Puritan Chemical Company property, 301.1 feet to a point; thence southerly 318.2 feet to the northwestern corner of property now or formerly owned by The Centrif-Air Machine Co., Inc.; thence easterly along the northern line of said The Centrif Air Machine Co., Inc. property, 208 feet to the western line of the 30 foot right-of-way of the Atlanta, Birmingham and Atlantic Railway Company; thence continuing easterly across said railway right-of-way 30 feet to the eastern line thereof; thence southerly along the eastern line of said railway right-of-way, 42 feet to the northwestern corner of the aforesaid Massey & Fair, Inc. property; thence easterly along the northern line of the said Massey & Fair, Inc. property, 212 feet to the western side of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and the point of beginning; being improved property known as No. 900 Joseph E. Lowery Boulevard NW (formerly Ashby Street), according to the present system of numbering improvements in the City of Atlanta.

TOGETHER WITH:

TRACT II

Parcel I

All that tract or parcel of land lying and being in the City of Atlanta and in Land Lot 113 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING on the western line of the right-of-way of the sidetrack of the Atlanta, Birmingham & Coast (formerly A. B. & C.) Railroad which point is 242 feet west of the west line of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and 1140 feet north of the north line of Jefferson Street; said beginning point being the northeast corner of the land conveyed on August 22, 1936, by deed recorded in Deed Book 1632, page 557, of the deed records of Fulton County, Georgia; running thence north along the west line of said right-of-way 25 feet; thence west 208 feet to the west line of the property of Thos. F. Seitzinger's Sons as shown by plat of same of record in Plat Book 10, pages 14 and 15, of the Fulton County records; thence south 25 feet to the north line of the property above referred to as having been conveyed on August 22, 1936; thence east along the north line of the said property 208 feet to the point of beginning.

Parcel II

All that tract or parcel of land lying and being in the City of Atlanta and in Land Lot 113 of the 14th District of Fulton County, Georgia, and more fully described as follows:

BEGINNING at a point on the western line of the right-of-way of the sidetrack of the Atlanta, Birmingham & Coast (formerly A. B. & C.) Railroad which point is 242 feet west of the west line of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and 1015 feet, more or less, north of the north line of Jefferson Street as shown by plat of a survey of the property of Thos. F. Seitzinger's Sons made by W.J. Nalley, C.E., July 27, 1933, a copy of which is of record in Plat Book 10, pages 14 and 15 of the records of Fulton County, Georgia; running thence north along the west line of said Railroad right-of-way 125 feet; thence west 208 feet to the west line of the Seitzinger property as shown on the plat above referred to; thence south 125 feet to the south line of the Seitzinger property as shown on said plat; thence east along said south line 208 feet to the beginning point. Also the right to use as a driveway, jointly with the owners of the land adjoining it on the north, a strip of land beginning at the southeast corner of the above described land; running north along the east line of said land 15 feet and extending east, 15 feet in width, 242 feet, more or less, to the west line of Joseph E. Lowery Boulevard NW (formerly Ashby Street).

TOGETHER WITH:

TRACT III

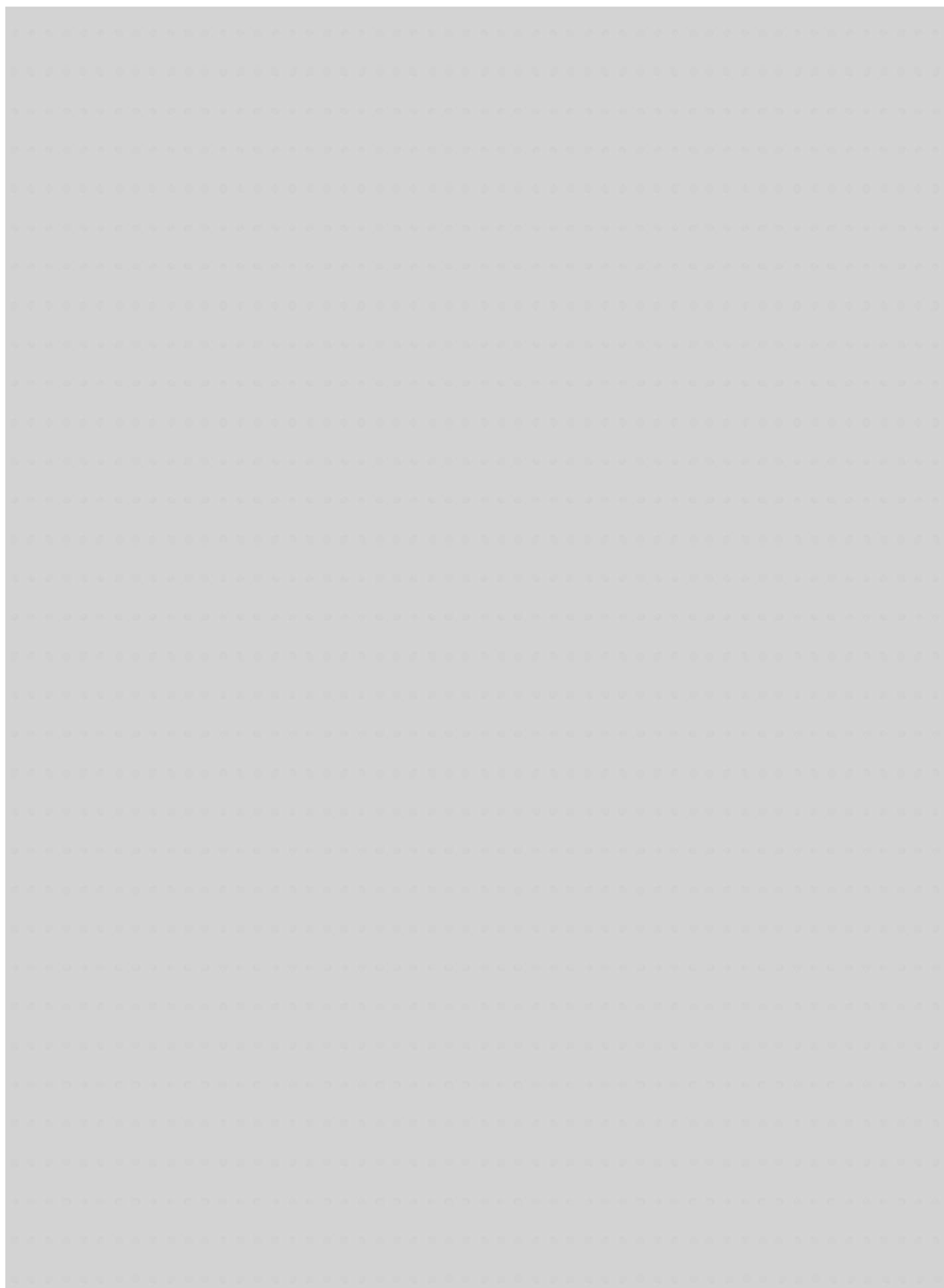
All that tract or parcel of land lying and being in Land Lot 113 of the 14th District of Fulton County, Georgia, and more particularly described as follows:

To arrive at the BEGINNING POINT, start at the northwest corner of Joseph E. Lowery Boulevard NW (formerly Ashby Street) and Jefferson Street, and run south 85 degrees 19 minutes west along the northern line of Jefferson Street, 245.8 feet to an iron pin; thence north 38 degrees 15 minutes west, 182.3 feet to an iron pin; thence north 31 degrees 06 minutes west, 234 feet to an iron pin; thence 14 degrees 38 minutes west, 100 feet to an iron pin; thence north 4 degrees 33 minutes west, 392.6 feet to an iron pin; thence north 86 degrees 10 minutes east, 19.9 feet to an iron pin which iron pin is the POINT OF BEGINNING; thence north 4 degrees 27 minutes west, 163.3 feet to an iron pin; thence north 85 degrees 33 minutes east, 208 feet to an iron pin; thence south 4 degrees 25 minutes east, 165.7 feet to an iron pin; thence south 86 degrees 13 minutes west, 208 feet to the point of beginning; said tract of land containing 0.7851 acre, and being shown outlined in yellow on print by L. R. Fitzpatrick, C.E., dated April, 1959, and revised July, 1960.

EXHIBIT A-1 (revised)

**STAMP
ADDED
TO CAPTURE
IMAGE**





After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East Tower
Atlanta, Georgia 30334

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.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified hereinbelow. The effective date of this Environmental Covenant shall be the date upon which a fully executed original of this Environmental Covenant has been recorded in the deed records maintained by the Clerk of the Superior Court of Fulton County, Georgia in accordance with O.C.G.A. § 44-16-8(a).

Fee Owner of Property/Grantor:	Seitzinger LLC 81 Paces West Circle Atlanta, Georgia 30327 Attn: James Taratoot
Grantee/Holder:	Seitzinger, LLC 81 Paces West Circle Atlanta, Georgia 30327 Attn: James Taratoot
Grantee/Entity with express power to enforce:	State of Georgia Department of Natural Resources Environmental Protection Division ("EPD") 2 Martin Luther King Jr. Drive, SE Suite 1054 East Tower Atlanta, Georgia 30334

Property:

The property subject to this Environmental Covenant (hereinafter "Property") is that certain tract or parcel of land, consisting of approximately 5.07 acres and located at 900 Joseph E. Lowery Boulevard in Land Lot 113 of the 14th District of Fulton County, City of Atlanta, Georgia, which was conveyed on December 2, 1999 from 900 Ashby, Ltd., to Seitzinger, Inc., a Georgia limited liability company, via Quitclaim Deed recorded in Deed Book 29428, Page 692, Fulton County Records. A complete legal

description of the Property and Permitted Exceptions is attached hereto as Exhibit A and a map of the area is attached hereto as Exhibit A-1.

Tax Parcel Number:

14-0113-00001-005-3 of Fulton County, Georgia.

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s]:

- February 2002 Corrective Action Plan
- November 2003 Groundwater Monitoring Well Installation and Monitoring Plan
- June 2004 Corrective Action Implementation Report
- January 2008 Closure Report for the Regulated Unit
- October 2008 Supplemental Closure Report
- March 2015 Risk Assessment Report

These documents are available at the following locations:

Georgia Environmental Protection Division

2 Martin Luther King Jr. Drive, SE, Suite 1054 East Tower
Atlanta, Georgia 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action.

This Property has undergone corrective action subject to the requirements of the Resource Conservation and Recovery Act (RCRA). However, institutional controls are required due to the previous presence of hazardous waste (now removed) and the remaining presence of various metals that are regulated substances, hazardous waste constituents, or hazardous constituents regulated under the Georgia Hazardous Site Response Act, O.C.G.A. 12-8-62 et seq. (HSRA); HSRA Rules for Hazardous Site Response, Chapt. 391-3-19 (HSRA Rules); Georgia Hazardous Waste Management Act, § 12-8-60 et seq. (Act); and the Georgia Hazardous Waste Management Rules, 391-3-11 (HW Rules). As stated in Section 391-3-19-.06(7)(b) of the HSRA Rules, the Corrective Action performed under the Act and HW Rules is presumed to be in compliance with Type 5 of the risk reduction standards of Rule 391-3-19-.07(10), and the requirements of 391-3-19-.06(3) through (5) of the HSRA Rules do not apply to this Property as a result. Contact the Owner or the Georgia Environmental Protection Division for further information concerning this Property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 et seq. by Seitzinger, LLC, its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because of the presence of various metals (including antimony, cadmium, cobalt, lead and nickel) on the Property. Antimony, Cadmium, Cobalt, Lead and Nickel are "regulated substances" as defined under HSRA and HSRA Rules and are "hazardous constituents" as defined under the Act and HW Rules. The Corrective Action consists of

remediated to the Hazardous Site Response Act Type 1 or 2 (as applicable at the time) Risk Reduction Standards or otherwise approved by EPD. Any activity on the Property resulting in the release or exposure to the regulated substances or creating a new exposure pathway is prohibited.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purposes not approved by EPD shall be prohibited, unless the groundwater at the Property is remediated to the Hazardous Site Response Act Type 1 or 2 (as applicable at the time) Risk Reduction Standards or otherwise approved by EPD.
7. Permanent Marker. A permanent marker containing the language on Exhibit B shall be installed and maintained at the primary point of entry to the Property to delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited during the effective term of this Environmental Covenant.
8. Right of Access. In addition to any rights already possessed by EPD and/or Seitzinger, LLC, the Owner shall allow authorized representatives of EPD and Seitzinger, LLC the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.
9. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Clerk of the Fulton County Superior Court, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days after recording (subject to Owner's receipt of such copy from the Clerk within such time period). Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property, (2) each person in possession of the Property, (3) each municipality, county, consolidated government, or other unit of local government in which the Property is located, and (4) each owner in fee simple whose property abuts the Property.
10. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the soil and/or groundwater at the Property is in compliance with the Type 1 or 2 Residential Risk Reduction Standards, as defined in Rules Section 391-3-19-.07, whereupon this Environmental Covenant may be amended or revoked in accordance with O.C.G.A. § 44-16-1 *et seq.* This Environmental Covenant may also be modified or revoked upon approval of the Director.
11. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
12. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest in favor of EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest in favor of EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;

- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in numbered Activity and/or Use Limitation (9) above with a true and complete copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That to Grantor's knowledge, this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over this Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

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

Seitzinger, LLC
81 Paces West Circle
Atlanta, Georgia 30327
Attn: James Taratoot

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR BEGINNING ON FOLLOWING PAGE]

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 16 day of JUNE, 2015

Signed, sealed, and delivered in the presence of:

Kim Taratoot
Unofficial Witness (Signature)

Kim Taratoot
Unofficial Witness Name (Print)

Unofficial Witness Address (Print)

John B. Maltby
Notary Public (Signature)

My Commission Expires:



Signed, sealed, and delivered in the presence of:

Dorothy A. Kirkland
Unofficial Witness (Signature)

Dorothy S. Kirkland
Unofficial Witness Name (Print)

2 MLK Jr. Dr.; Ste 1456 East
Atlanta GA 30334
Unofficial Witness Address (Print)

Cristal Sailors
Notary Public (Signature)

My Commission Expires: 1/22/17

For the Grantor:

SEITZINGER LLC
Name of Grantor (Print)

[Signature] (Seal)
Grantor's Authorized Representative (Signature)

JAMES M. TARATOOT
Authorized Representative Name (Print)

PARTNER
Title of Authorized Representative (Print)

Dated: 6/16/2015

(NOTARY SEAL)

For the State of Georgia
Environmental Protection Division:

[Signature] (Seal)
(Signature)

Judson H. Turner
Director

Dated: July 22, 2015
(NOTARY SEAL)

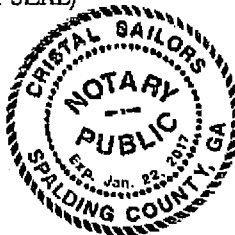


Exhibit A

Legal Description of Property

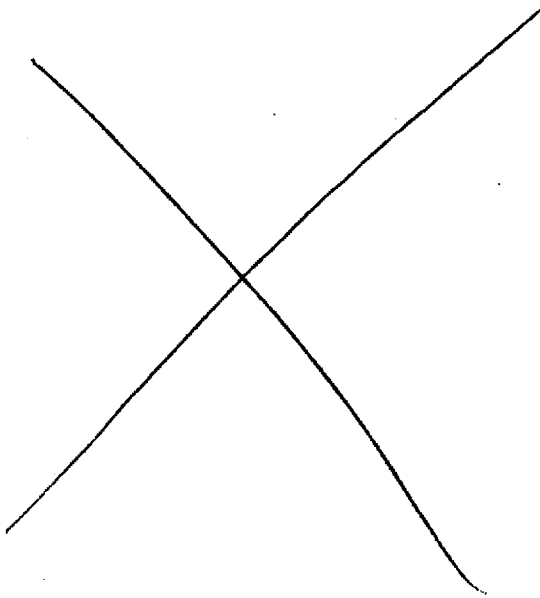


EXHIBIT "A"

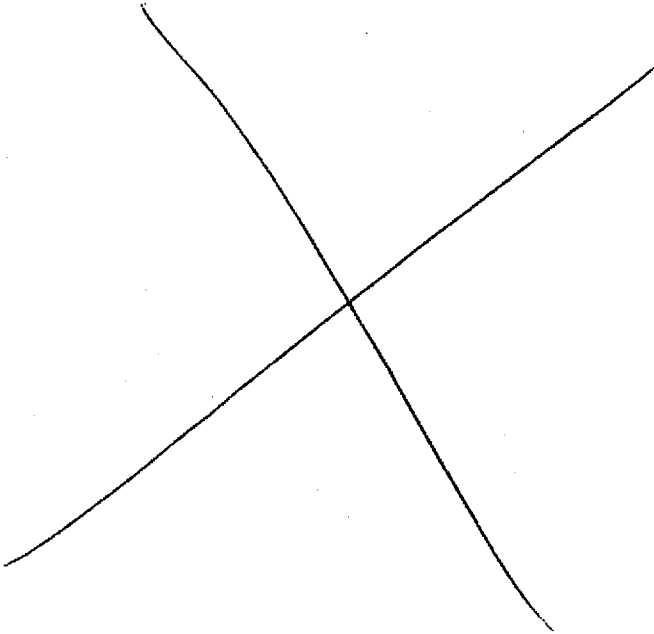
Deed Book 29428 Pg 695
[REDACTED]TRACT I

All that tract or parcel of land lying and being in Land Lot 113 of the 14th District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the western side of Ashby Street 1115 feet northerly along said street from the intersection formed by the western side of Ashby Street and the northern side of Jefferson Street, said point of beginning also being the northeastern corner of property now or formerly owned by Massey & Fair, Inc., and running thence northerly along the western side of Ashby Street, 358.75 feet, more or less, to the southeastern corner of property now or formerly owned by Puritan Chemical Company; thence westerly along the southern line of said Puritan Chemical Company property, 149.9 feet to a southwestern corner thereof; thence northerly along a western line of said Puritan Chemical property, 9.48 feet to a southern line of said property; thence westerly, along said southern line of Puritan Chemical Company property, 301.1 feet to a point; thence southerly 318.2 feet to the northwestern corner of property now or formerly owned by The Centrif-Air Machine Co., Inc.; thence easterly along the northern line of said The Centrif-Air Machine Co., Inc. property, 208 feet to the western line of the 30 foot right-of-way of the Atlanta, Birmingham and Atlantic Railway Company; thence continuing easterly across said railway right-of-way 30 feet to the eastern line thereof; thence southerly along the eastern line of said railway right-of-way, 42 feet to the northwestern corner of the aforesaid Massey & Fair, Inc. property; thence easterly along the northern line of the said Massey & Fair, Inc. property, 212 feet to the western side of Ashby Street and the point of beginning; being improved property known as No. 900 Ashby Street, N.W., according to the present system of numbering improvements in the City of Atlanta.

Exhibit A-1

Map Showing Location of Property



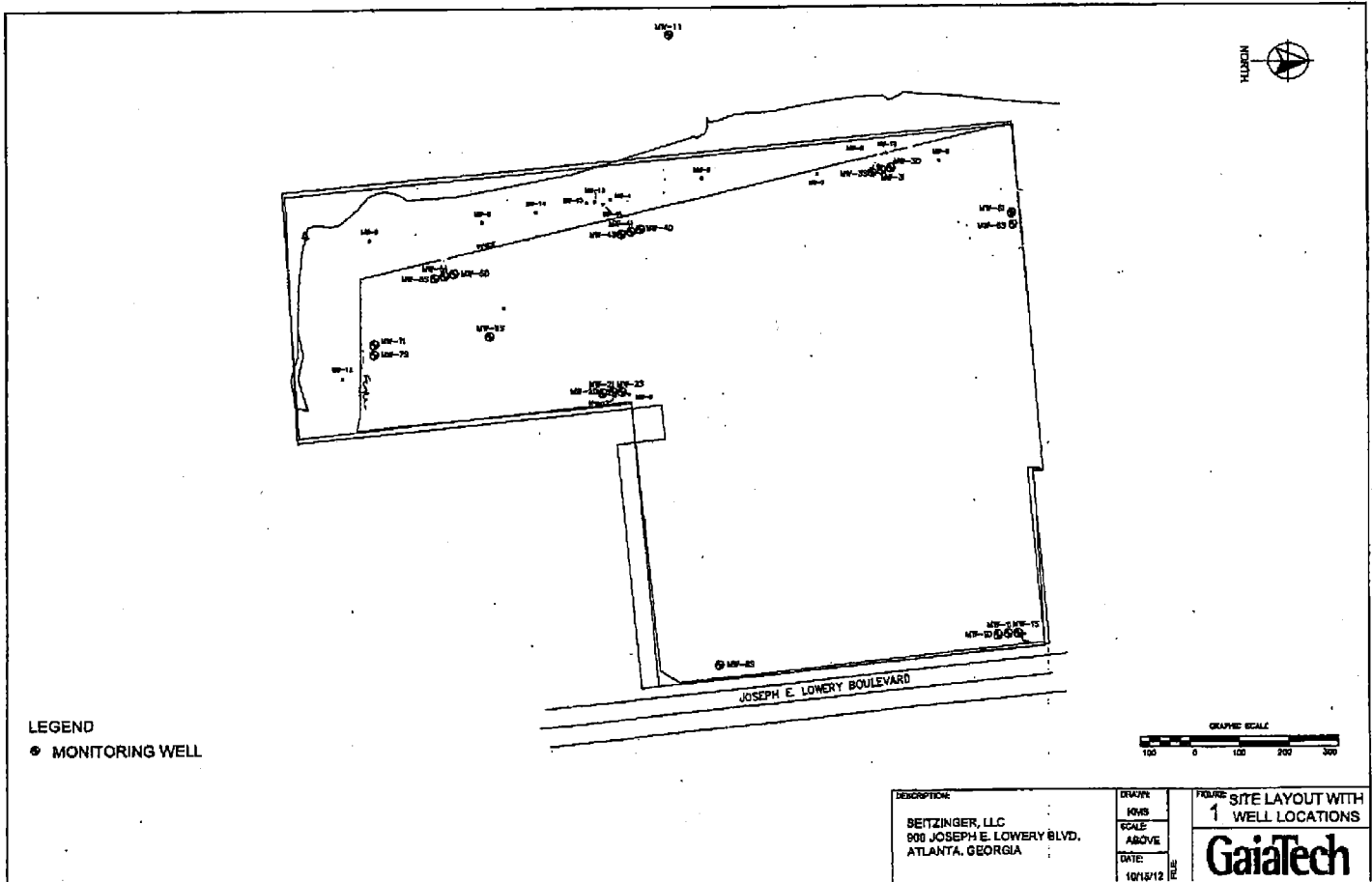


Exhibit B

Permanent Marker Language

RESTRICTED AREA
SUBJECT TO ENVIRONMENTAL COVENANT
CALL PROPERTY OWNER
OR
THE GEORGIA
ENVIRONMENTAL PROTECTION DIVISION
BEFORE
COMMENCING ANY
LAND DISTURBING ACTIVITY