

After Recording Return to:

Arnall Golden Gregory LLP
171 17th St., N.W., Suite 2100
Atlanta, GA 30363
Attn: John C. Spinrad, Esq.

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 1071 WB, LLC as set forth herein.

Fee Owner of Property/Grantor: 1071 WB, LLC
691 14th Street
Suite B
Atlanta, GA 30318
Attn: Mr. Michael Millett

Grantee/Holder: 1071 WB, LLC
691 14th Street
Suite B
Atlanta, GA 30318
Attn: Mr. Michael Millett

**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

Parties with interest in the Property: Center State Bank, as lender
5448 Spalding Drive
Building 100, Suite C
Peachtree Corners, GA 30092
Attn: Ms. Kristen Weinstein

Property:

The property subject to this Environmental Covenant is the property located on 1071 Howell Mill Road in Atlanta, Fulton County, Georgia (hereinafter the "Property"). This tract of land was conveyed on December 3, 2012 from William Daniel Graham, Jr. to 1071 WB, LLC recorded in Deed Book 51994, Page 282, Fulton County Records. The area is located in Land Lot 150 of the 17th District of Fulton County, Georgia. The Property is approximately 0.9 acres. A complete legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

Tax Parcel Number(s): ID 17-0150-009-14-4 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]:

- Voluntary Remediation Plan and Application, dated September 2012 for 1071 Howell Mill Road, HSI Site No. 10637 (“VRP Application”);
- Letter dated October 15, 2012 from the Georgia Environmental Protection Division, accepting the site into the Voluntary Remediation Program;
- Letter dated October 15, 2012 from the Georgia Environmental Protection Division providing comments on the VRP application for the site;
- Application for Limitation of Liability and Corrective Action Plan (“CAP”) for Former Sunlow, Inc., 1071 Howell Mill Road, HSI Site No. 10637, dated September 2012;
- Letter dated October 15, 2012 from the Georgia Environmental Protection Division providing comments on the Application for Limitation of Liability and CAP;
- Letter dated October 15, 2012 from the Georgia Environmental Protection Division providing a limitation of liability pursuant to the Georgia Hazardous Site Reuse and Redevelopment Act for Westbridge Realty Partners, LLC. for the site;
- Monitoring and Maintenance Plan for 1071 Howell Mill Road, HSI Site # 10637, dated April 2013, which is included in Semi-Annual Progress Report #1;
- Remediation Plan for 1071 Howell Mill Road, HSI Site #10637, dated April 2013, which is included in the Semi-Annual Progress Report #1;
- VRP Compliance Status Report dated October 15, 2017;
- Brownfield Compliance Status Report dated December 21, 2018; and
- Letter dated September 27, 2019 from the Georgia Environmental Protection Division providing comments on the 8th Semi-Annual Progress Report, the 9th Semi-Annual Progress Report, the VRP Compliance Status Report, and the Brownfield Compliance Status Report.

These documents are available at the following locations:

Georgia Environmental Protection Division
 Response and Remediation Program
 2 MLK Jr. Drive, SE, Suite 1054 East Tower
 Atlanta, GA 30334
 M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory 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.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by 1071 WB, 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 a disposal or release of arsenic, barium, cadmium chromium, lead, mercury, 1,1,1-trichloroethane, 1,1-dichloroethane, 1,1-dichloroethene, bromodichloromethane, chloroethane, chloroform, tetrachloroethene and trichloroethene occurred on, or migrated to the Property. Arsenic, barium,

cadmium chromium, lead, mercury, 1,1,1-trichloroethane, 1,1-dichloroethane, 1,1-dichloroethene, bromodichloromethane, chloroethane, chloroform, cis-1,2-dichloroethene, tetrachloroethene and trichloroethene are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively).

The Corrective Action consists of the installation and maintenance of engineering controls, including the use of a surficial barrier primarily consisting of an existing concrete floor slab and/or other hard ground cover or replacements thereof, and institutional controls including restricting groundwater use to protect human health and the environment as set forth more specifically in the CAP, the VRP Application, the Remediation Plan and this Covenant.

Grantor, 1071 WB, LLC, hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity 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 any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

1071 WB, LLC makes the following declaration as to limitations and restrictions and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of EPD, 1071 WB, LLC and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, 1071 WB, LLC 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.

Activity and/or Use Limitation(s)

1. **Registry.** Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. **Notice.** The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
3. **Notice of Limitation in Future Conveyances.** Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. **Periodic Reporting.** Annually, by no later than October 15th, following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the Monitoring and Maintenance Plan dated April 2013 or the most recent revision approved by EPD including, but not

limited to: maintenance and inspection activities, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). Engineering controls are being relied upon at the Property to restrict exposure to regulated substances in soil. The engineering controls consist of a surficial barrier across the entire Property. The surficial barrier includes concrete building slabs, pavement, and a minimum of two (2) feet of fill soil meeting Type 1 Risk Reduction Standards in unpaved areas. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, activities that are prohibited include, but are not limited to the following: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork. Activities that are otherwise prohibited may occur in conjunction with redevelopment of the Property, or as may be necessary for the maintenance, repair, or replacement of engineering controls, but must be performed in compliance with the CAP, the Remediation Plan, or a revised Corrective Action Plan approved by EPD.
6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
7. Right of Access. In addition to any rights already possessed by EPD, 1071 WB, LLC, and/or the Owner shall allow authorized representatives of EPD and/or 1071 WB, LLC the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
8. 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 Recorders of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) 1071 WB, LLC (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
9. 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 Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*
10. 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.
11. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by 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 by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).
12. Permanent Marker. A permanent marker shall be installed at the Property and maintained as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of the marker is prohibited.

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 Activity 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That 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 the 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, GA 30334

1071 WB, LLC
691 14th Street
Suite B
Atlanta, GA. 30318
Attn: Mr. Michael Millett

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 21 day of DECEMBER, 2020.

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 PAGE]

Grantee

WB 1071, LLC

[Signature]
(Signature)

Signed in the presence of:

Name: Michael J. Millett

Title: Manager

[Signature]
Unofficial Witness (signature)

Jon Huang
Unofficial Witness (print name)

State of Georgia
County of _____

This instrument was signed or attested before
me this ___ day of _____, 20___, by

_____.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 9/13/2022

(NOTARY SEAL) _____



Holder

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

WB 1071, LLC

[Signature]
(Signature)

Signed in the presence of:

Name: Michael J. Hallett

Title: Manager

[Signature]
Unofficial Witness (signature)

Jon Huang
Unofficial Witness (print name)

State of Georgia
County of _____

This instrument was signed or attested before
me this ___ day of _____, 20___, by

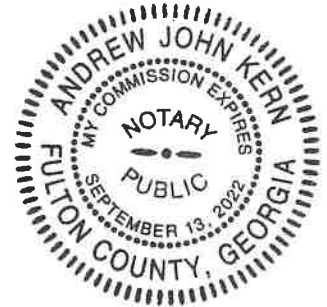
_____.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 9/13/2022

(NOTARY SEAL) _____



[SIGNATURES CONTINUED ON FOLLOWING PAGE

For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this

16 day of January, 2020 :

Richard
(Signature)

Signed in the presence of:

Traci Douglas
Unofficial Witness (signature)

Director, Environmental Protection Division

Traci Douglas
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 16 day of January, 2021, by

Flora

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL) _____

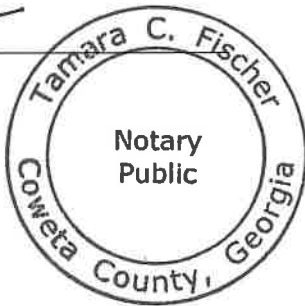


EXHIBIT ALegal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 150 of the 17th Land District, City of Atlanta, Fulton County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino and Associates, Inc. (Job #12-078; Drawing/File #12-078), bearing the seal of Glen A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a computed point located at the intersection of the easterly right-of-way line of Howell Mill Road (variable width public r/w) and the northerly right-of-way line of 11th Street (F.K.A. Gerard Avenue; 40' public right-of-way).

THENCE proceeding in a northerly direction along said easterly right-of-way line of Howell Mill Road for a distance of 320.9 feet to a 1" open top found on said easterly right-of-way line of Howell Mill Road, said 1" open top pipe found being the POINT OF BEGINNING.

THENCE proceeding along said easterly right-of-way line of Howell Mill Road along a curve to the right having a radius of 638.00 feet for an arc distance of 130.07 feet (said arc being subtended by a chord of North 00 degrees 36 minutes 54 seconds West for a distance of 129.85 feet) to a nail/spike found;

THENCE departing said easterly right-of-way line of Howell Mill Road South 89 degrees 26 minutes 31 seconds East for a distance of 300.00 feet to a ½" iron pin set;

THENCE South 00 degrees 24 minutes 01 second West for a distance of 130.00 feet to a ½" iron pin set;

THENCE North 89 degrees 24 minutes 27 seconds West for a distance of 297.70 feet to a 1" open top found being the POINT OF BEGINNING.

EXHIBIT B
 1071 Howell Mill Rd
 Atlanta, GA 30318
 Fulton County

