

TROTTER JONES, LLP  
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Augusta, GA 30909  
#39158

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After Recording Return to:  
VanTran Electric Corporation  
Don Bolin  
5566 Tilbury Drive  
Houston, TX 77056

CROSS-REFERENCE:  
County: JEFFERSON  
Deed Book: 100  
Page(s): 303

### **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 A&S Bolin Properties, LLC as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** VanTran Electric Corporation  
5566 Tilbury Drive  
Houston, TX 77056

**Grantee/Holder with the power to enforce:** A&S Bolin Properties, LLC  
5566 Tilbury Drive  
Houston, TX 77056

**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 a tract of approximately 11.36 acres of real property located at 1600 Georgia Highway 17, Louisville, Jefferson County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 12, 1973 to VanTran Electric Corporation such conveyance is recorded in Deed Book 3Z, Page 570, of the Jefferson County deed records.

The tax parcel of the Property is 91-55 of Jefferson 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 VanTran Electric Corporation, A&S Bolin Properties, LLC, 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 VanTran Electric Corporation facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Protection Branch  
Response and Remediation 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

**Notice:** This Property has been listed on the State's Hazardous Site Inventory at HSI #10760 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. Real Property. The Property shall be used only as a non-residential property as defined in Rule 391-3-19-.02(2)(r).

**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 A&S Bolin Properties, LLC. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.

- 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. Periodic Reporting. The current Property Owner shall inspect the Property 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 current Property Owner shall complete and submit to EPD the Annual Uniform Environmental Covenant Certification attached to this document as Exhibit X, 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 A&S Bolin Properties, LLC 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, A&S Bolin Properties, LLC 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, VanTran Electric Corporation 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, VanTran Electric Corporation 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).** VanTran Electric Corporation represents and warrants that all of the following are true and correct:

- A. VanTran Electric Corporation holds fee simple title to the Property.

- B. VanTran Electric Corporation 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 VanTran Electric Corporation 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 VanTran Electric Corporation nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which VanTran Electric Corporation is a party or by which VanTran Electric Corporation may be bound.
- D. VanTran Electric Corporation 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. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, VanTran Electric Corporation 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:

A&S Bolin Properties, LLC  
5566 Tilbury Drive  
Houston, TX 77056

#### **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

VanTran Electric Corporation



(Signature)

Don Bolin

Sole Director, Chief Executive Officer, and  
Secretary

Signed in the presence of:



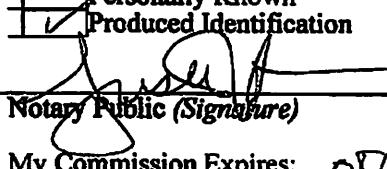
Unofficial Witness (signature)

  
Unofficial Witness (print name)

State of Texas  
County of Harris

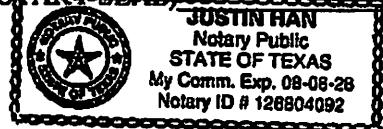
This instrument was signed or attested before  
me this 22 day of October, 2026, by.

Personally Known  
 Produced Identification

  
Notary Public (Signature)

My Commission Expires: 07/06/2028

(NOTARY SEAL)



Grantee

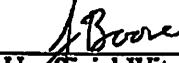
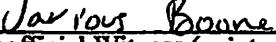
A&S Bolin Properties, LLC

  
(Signature)

Don Bolin

Sole Member and Manager

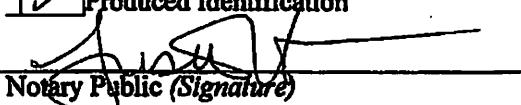
Signed in the presence of:

  
Unofficial Witness (signature)  
  
Unofficial Witness (print name)

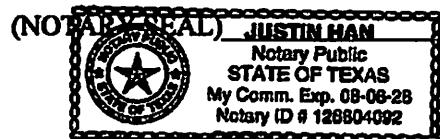
State of Texas  
County of Harris

This instrument was signed or attested before  
me this 22 day of October, 2025 by

Personally Known  
 Produced Identification

  
Notary Public (Signature)

My Commission Expires: 08/06/2028



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 15th day of December, 2025:

Jeffrey W. Con  
(Signature)

Director, Environmental Protection Division

Signed in the presence of:

Vernon R. J.  
Unofficial Witness (signature)

Veronica C. Raw  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

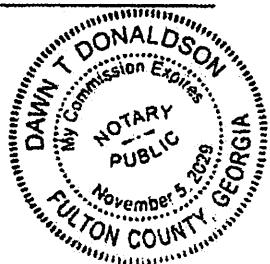
This instrument was signed or attested before  
me this 15th day of December, 2025, by

Personally Known  
 Produced Identification

Dawn T. Durden  
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



**Exhibit A**  
**Legal Description of Property**

All that lot or parcel of land, together with the industrial building and all other improvements thereon, situate, lying and being in the 82nd District G. M. of Jefferson County, Georgia, containing 11.362, more or less, acres as appears on plat of survey made by Jack D. Cooper, Surveyor, dated October 8, 1973, and recorded in the Office of the Clerk of the Superior Court of said County in Deed Book 100, page 302. Said property fronts to the North on Georgia Highway No. 17 about one-half mile East of Louisville, and is bounded on the North by said Highway, and on the East, South and West by property of the Industrial Development Corporation of Louisville.

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

