

BK 8290 PG 229 - 240

After Recording Return to:
Wyatt Kendall
Taft Stettinius & Hollister LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326-1044

CROSS-REFERENCE:
County: Rockdale
Deed Book: 5511
Page(s): 175-178

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of the Environmental Protection Division ("EPD") and Klondike Court, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s): Klondike Court, LLC
1341 Murdock Road
Marietta, GA 30062

Grantee/Holder with the power to enforce: Klondike Court, LLC
1341 Murdock Road
Marietta, GA 30062

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 0.38 acres of real property located at 968 SW Klondike Court, Conyers, Rockdale County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on March 8, 2014 to Klondike Court, LLC; such conveyance is recorded in Deed Book 5511, Page 175, of the Rockdale County deed records. The Property is identified as Tax Parcel 0430020024 in Rockdale 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 Klondike Court, 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 Ram Leather Care Site (HSI #10766). 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 Martin Luther King, Jr. Drive, SE
Suite 1058 East Tower
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays
Atlanta, Georgia 30334

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10766 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 non-residential property, as defined in Rule 391-3-19-.02(2)(r). Use of the Property as residential property, as defined in Rule 391-3-19-.02(c), is prohibited.

- B. Groundwater. The use or extraction of groundwater from beneath the Property for drinking water or any other non-remedial purpose is prohibited.
- C. Vapor Intrusion: Prior to the construction of any enclosed structure at the Property, the vapor intrusion exposure pathway must be evaluated. The evaluation must be completed by a Georgia registered professional qualified to conduct investigations and remediation of releases of regulated substances. If a potential vapor risk exists above established EPD standards, the Owner or Owner's successor in interest shall coordinate with a qualified professional to mitigate such risk.

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

- A. **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.
- B. **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).
- C. **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 <name(s) of Grantee(s)/Holder(s)>. 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.
- D. **Notice of Change of Use.** If such activity will materially affect any required restriction 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, or to perform any site work.

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 Klondike Court, 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, Klondike Court, 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, Klondike Court, LLC 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, Klondike Court, LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s). Klondike Court, LLC represents and warrants that all of the following are true and correct:

- A. Klondike Court, LLC holds fee simple title to the Property.
- B. Klondike Court, LLC 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 Klondike Court, LLC 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 or operating agreement of Klondike Court, LLC, nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Klondike Court, LLC is a party or by which Klondike Court, LLC may be bound.
- D. Klondike Court, LLC has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; 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, Klondike Court, LLC 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:

Klondike Court, LLC
1341 Murdock Road
Marietta, Georgia 30062-5548

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 has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on the 3rd day of April, 2026.

For the Grantor/Grantee Holder:

Klondike Court, LLC, a Georgia limited liability company

Rebecca Thomas Heim
(Signature)

Rebecca Thomas Heim
Trustee of the Managing Member
of Klondike Court, LLC

Signed in the presence of:

Donna Timms
Unofficial Witness (signature)
Donna Timms
Unofficial Witness (print name)

State of Georgia
County of Rockdale

This instrument was signed or attested before me this 3rd day of April, 2026, by Rebecca Heim.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 09/14/2029

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 24th day of June, 2026:

[Handwritten Signature]
(Signature)

Jeffrey W. Cown

Director, Environmental Protection Division

Signed in the presence of:

[Handwritten Signature]
Unofficial Witness (signature)

Margaret K. Eckrote
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 24th day of June, 2026, by
[Name].

- Personally Known
- Produced Identification

[Handwritten Signature]
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____

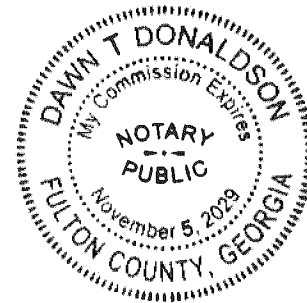


Exhibit A

Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lot 267 of the 16th District of Rockdale County, Georgia, being known as Lot 9, WEST GATE COMMERCIAL PARK, as shown on plat of said property prepared by William W. Lewis, RLS, date August 30, 1971, and subsequently revised and recorded in Plat Book F, Page 284, Rockdale County, Georgia records. Said plat is incorporated herein by reference for a more complete and accurate description.

All or a portion of said real property being generally known as 968 Klondike Court, Conyers, Rockdale County, Georgia according to the present system of numbering houses or lots.

Exhibit B
Map of Property

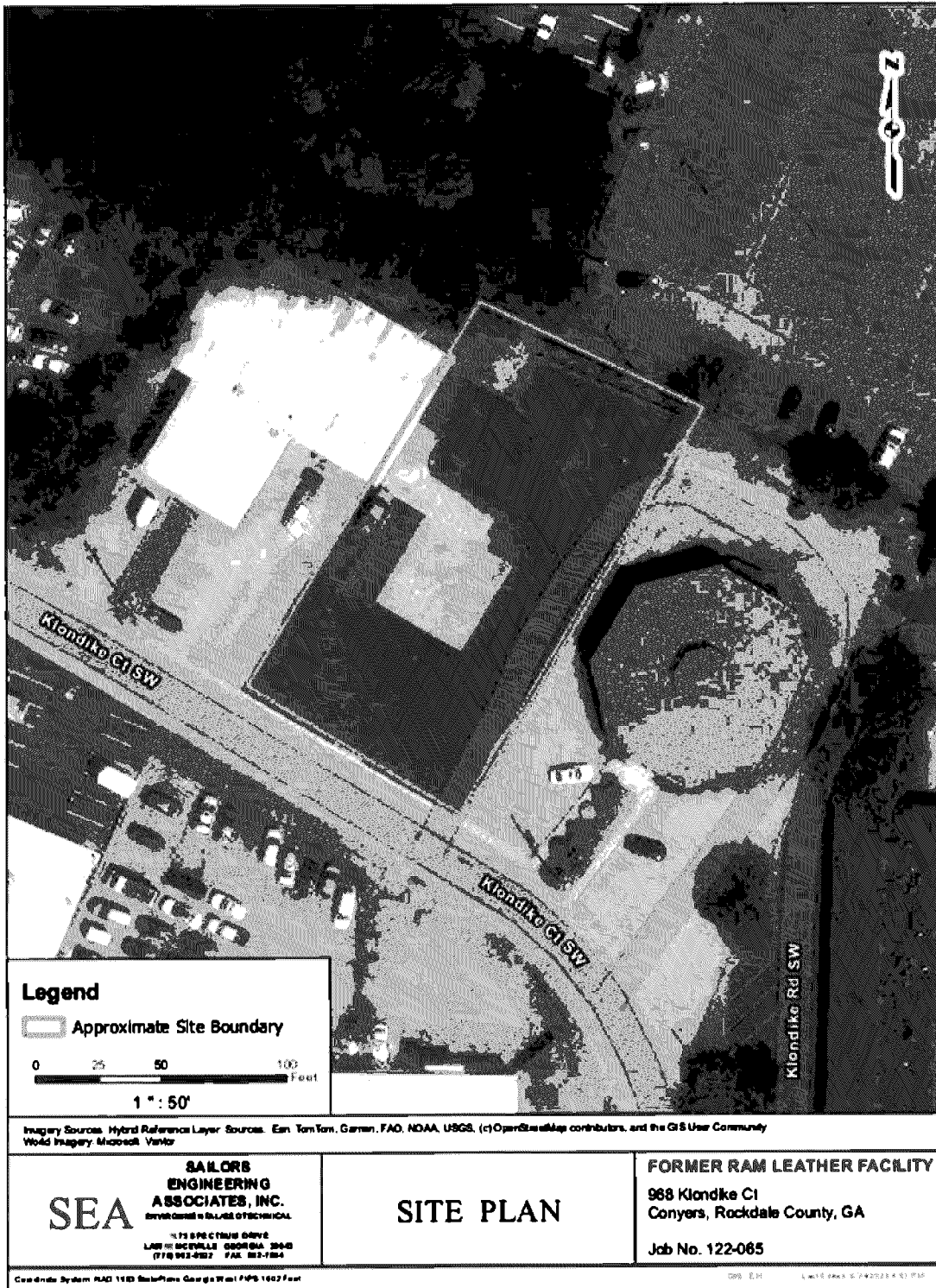


Exhibit C

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