

Tax Parcel #14-0105-0003-037-4

After Recording Return to:
Mr. James P. Pisani
Allene Avenue Redevelopment, LLC
2500 W. Higgins Road, Suite 150
Hoffman Estates, IL 60169

CROSS-REFERENCE:
County: Fulton
Deed Book: 42741
Page(s): 133-136

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 Allene Avenue Redevelopment, LLC, as set forth herein.

Fee Simple Owner(s)/Grantor(s): Allene Avenue Redevelopment, LLC
2500 W. Higgins Road, Suite 150
Hoffman Estates, IL 60169

Grantee/Holder with the power to enforce: Allene Avenue Redevelopment, LLC
2500 W. Higgins Road, Suite 150
Hoffman Estates, IL 60169

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 8.469 acres of real property located at 1246 Allene Avenue, Atlanta, Fulton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 6, 2006 to Allene Avenue Redevelopment, LLC by EXIDE TECHNOLOGIES; such conveyance is recorded in Deed Book 4271, Page 133, of the Fulton County deed records. The Property is located in Land Lot 105 of the 14th District of Fulton County, Georgia.

The tax parcel number of the Property is 14-0105-0003-037-4 of Fulton County, Georgia.

A legal description of the Property is attached as Exhibit A.

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 Allene Avenue Redevelopment, LLC, State of Georgia, Department of Natural Resources, Environmental Protection Division, 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 Allene Avenue Redevelopment, LLC site. Records pertaining to this corrective action are available at the following EPD location:

Georgia Environmental Protection Division
Land Protection Branch, Response and Remediation Program,
2 Martin Luther King Jr. Drive, Suite 1456, 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 # 10778 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:

Section I – Non-Residential Use:

- A. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules. Any residential use on the Property shall be prohibited.
- B. Groundwater use or extraction beneath the property for drinking water or any non-remedial purpose is prohibited.
- C. 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 one of the following: concrete building slabs, pavement, or a minimum of one foot of soil in unpaved areas meeting the greater of Type 3 or 4 Risk Reduction Standards. Any activity on the Property that may result in the release or exposure to the regulated substances that were identified in the Voluntary Remediation Plan submitted pursuant to the Georgia Voluntary Remediation Program Act, O.C.G.A. §12-8-100, et seq., is prohibited. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, the following activities are prohibited in the capped areas:

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 or building slab with a rod, spike or similar item, bulldozing or earthwork. Activities that are otherwise prohibited may occur in conjunction with utility work, under a corrective action plan approved by EPD, or as may be necessary for the maintenance, repair, or replacement of engineering controls, or as specified in the Site's Monitoring and Maintenance Plan.

- D. **Periodic Reporting.** Annually, by no later than December 15th, following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the EPD approved Maintenance and Monitoring Plan. The Annual Report shall state whether the Activity and/or Use Limitations are being abided by.
- E. **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.

Section II – Residential Use: If a corrective action plan approved by EPD has been implemented pursuant to which either: (i) soils meet residential risk reduction standards and EPD has approved certification of the same in writing; or (ii) potential exposure for future residents is controlled in accordance with a modified Monitoring and Maintenance Plan approved by EPD, then residential use, as that term is defined in Section 391-3-19-.02 of the Rules, shall be permitted on the Property, and the following Activity and Use Limitations shall be required, in lieu of the Activity and Use Limitations in Section I above:

- A. Groundwater use or extraction beneath the property for drinking water or any non-remedial purpose is prohibited.
- B. 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 one of the following: concrete building slabs, pavement, or a minimum of one foot of soil in unpaved areas meeting the greater of Type 1 or 2 Risk Reduction Standards. Any activity on the Property that may result in the release or exposure to the regulated substances that were identified in the Voluntary Remediation Plan submitted pursuant to the Georgia Voluntary Remediation Program Act, O.C.G.A. §12-8-100, et seq., or that will create a new exposure pathway, is prohibited. Once the engineering controls are installed, with the exception of work necessary for the maintenance, repair, or replacement of engineering controls, the following activities are prohibited in the capped areas (including building slabs), and in uncapped soils below one foot from the surface: 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 or building slab with a rod, spike or similar item, bulldozing or earthwork. Activities that are otherwise prohibited may occur in conjunction with redevelopment of the site, for utility work, or as may be necessary for the maintenance, repair, or replacement of engineering controls.

- C. **Periodic Reporting.** Annually, by no later than December 15th, following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the EPD approved Maintenance and Monitoring Plan. The Annual Report shall state whether the Property is in residential or non-residential use, as those terms as defined in the Section 391-3-19-.02 of the Rules, and whether the applicable Activity and/or Use Limitations are being abided by.
- D. **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.

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 Allene Avenue Redevelopment, 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 that may materially affect the engineering controls.

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 Allene Avenue Redevelopment, 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, Allene Avenue Redevelopment, 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, and Allene Avenue Redevelopment, 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 Allene Avenue Redevelopment, 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). Allene Avenue Redevelopment, LLC represents and warrants that all of the following are true and correct:

- A. Allene Avenue Redevelopment, LLC holds fee simple title to the Property.
- B. Allene Avenue Redevelopment, 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 Allene Avenue Redevelopment, 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, operating agreement of Allene Avenue Redevelopment, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Allene Avenue Redevelopment, LLC is a party or by which Allene Avenue Redevelopment, LLC may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Allene Avenue Redevelopment, 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 1054 East Tower
Atlanta, GA 30334

With a copy to:

Allene Avenue Redevelopment, LLC
2500 W. Higgins Road, Suite 150
Hoffman Estates, IL 60169

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

Allene Avenue Redevelopment, LLC

[Handwritten Signature]
(Signature)

Signed in the presence of:

James P. Pisani

Manager

[Handwritten Signature]
Unofficial Witness (signature)
LARRY KOZEL
Unofficial Witness (print name)

State of Illinois
County of Cook

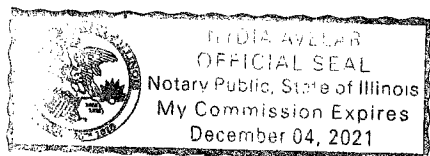
This instrument was signed or attested before me this 17 day of February, 2021, by [Name].

Personally Known
 Produced Identification

[Handwritten Signature]
Notary Public (Signature)

My Commission Expires: December 4, 2021

(NOTARY SEAL) _____



Grantee

Allene Avenue Redevelopment, LLC

[Signature]
(Signature)

Signed in the presence of:

James P. Pisani

Manager

[Signature]
Unofficial Witness (signature)

LARRY KOZEL
Unofficial Witness (print name)

State of Illinois
County of Cook

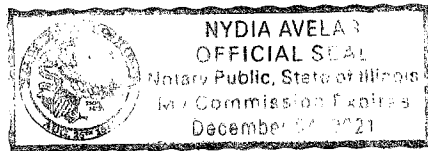
This instrument was signed or attested before me this 17 day of February, 2021, by [Name].

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: December 4, 2021

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 28 day of April, 2021:

Richard E. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

LaQuatta Ferrell
Unofficial Witness (signature)

LaQuatta Ferrell
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 28 day of April, 2021, by

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

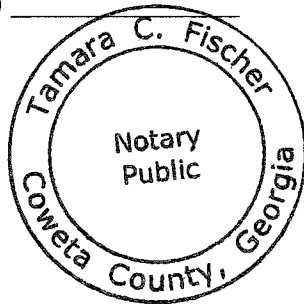


Exhibit A Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 105 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

Commencing at a 1" Open Top Pipe Found at the Northeastern intersection of Allene Avenue and Erin Avenue; thence Northerly 229.11 feet along the Eastern Right-of-Way line of Allene Avenue (50'r/w) to a 1" Open Top Pipe Found and The True Point of Beginning; thence continuing along said Right-of-Way line North 00 Degrees 26 Minutes 06 Seconds East a distance of 300.20 feet to a calculated point; thence North 00 Degrees 26 Minutes 06 Seconds East a distance of 25.12 feet to a calculated point; thence with a curve turning to the left with an arc length of 126.93 feet to a calculated point, said curve having a radius of 699.00 feet, a chord bearing of North 03 Degrees 24 Minutes 09 Seconds West, and a chord length of 126.75 feet; thence North 06 Degrees 25 Minutes 31 Seconds West a distance of 47.67 feet to a 3/4" Crimp Top Pipe Found inside of a 2" Open Top Pipe; thence leaving said Right-of-Way line of Allene Street proceeding thence South 66 Degrees 02 Minutes 21 Seconds East a distance of 311.50 feet to a 1/2" Rebar Set at the intersection of the line which would be the projection of the North side of Hartford Place (Formerly Known As Helena Street) if said street were extended Easterly across Allene Avenue; thence South 89 Degrees 35 Minutes 59 Seconds East a distance of 146.30 feet to a 1/2" Rebar Set; thence South 66 Degrees 05 Minutes 39 Seconds East a distance of 457.93 feet to a calculated point; thence with a curve turning to the left with an arc length of 651.82 feet to a 1/2" Rebar Set on the Western Right-of-Way line of Metropolitan Pkwy (60' r/w), said curve having a radius of 2061.00 feet, a chord bearing of South 75 Degrees 07 Minutes 01 Seconds East, and a chord length of 649.10 feet; thence along said Right-of-Way line of Metropolitan Pkwy proceeding South 00 Degrees 00 Minutes 03 Seconds East a distance of 54.30 feet to a 1/2" Rebar Set; thence leaving said Right-of-Way line proceeding North 88 Degrees 38 Minutes 13 Seconds West a distance of 1466.95 feet to a 1" Open Top Pipe Found; which is The True Point of Beginning, having an area of 368,927 Sq. Ft., 8.469 Acres, as shown and described on Survey by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, and being referenced as Job Number 200486.

Subject to all matters of record.
