

After Recording Return to:  
Ashland LLC  
Chief Counsel, Environmental  
500 Hercules Road  
Wilmington, DE 19808

CROSS-REFERENCE:  
County: Clayton  
Deed Book: 4702 DEED  
Page(s): 297      Recorded 8/8/2022 4:32 PM  
Jacqueline D. Wills  
Clerk of Superior Court  
Clayton County, GA  
Book 13083 Page 605  
Participant IDs: 9470822775

### 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 Sonu Enterprises, Inc. and Ashland LLC executing this Environmental Covenant as part of an environmental response project to address regulated substances released into the environment that have migrated in the groundwater onto the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

<b>Fee Simple Owner(s)/Grantor(s):</b>	Sonu Enterprises, Inc. (hereinafter "Grantor") 8664 Tara Blvd. Jonesboro, GA 30236
<b>Grantee/Holder with the power to enforce:</b>	Ashland LLC (hereinafter "Grantee/Holder") Chief Counsel, Environmental Ashland LLC 500 Hercules Road Wilmington, DE 19808
<b>Grantee/Entity with express power to enforce:</b>	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 0.18 acres (Parcel 13242D B002) and 0.46 acres (Parcel 13242D B002Z) of real property located at 8664 Tara Boulevard, Jonesboro, Clayton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on 01/22/2001 by virtue of a Warranty Deed from THG Properties, LLLP to Sonu Enterprises, Inc.; such conveyance is

recorded in Deed Book 4702, Page 297, of the Clayton County deed records. The Property is located in Land Lot 242 of the 13th District of Clayton County, Georgia.

The tax parcel(s) of the Property are 13242D B002Z, 13242D B002 of Clayton 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 Sonu Enterprises, Inc., Ashland 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 an environmental response performed and/or being performed at the Tara Shopping Center facility/site #10798. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, GA 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Activity and Use Limitations.**

- A. Real Property. The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(i). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing 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 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.
- B. Termination or Modification: The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 et seq., unless and until the

Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 *et seq.*

**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/Compliance**

Grantor(s) shall provide reasonable access to authorized representatives of EPD and Ashland LLC to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Ashland 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, shall record the Environmental Covenant shall be recorded 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, a copy of the executed, recorded Environmental Covenant shall be provided to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Grantor(s) represents and warrants that all of the following are true and correct:

- A. Sonu Enterprises, Inc. holds fee simple title to the Property.
- B. Sonu Enterprises, Inc. 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 Sonu Enterprises, Inc. 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 Sonu Enterprises, Inc. nor will

it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Sonu Enterprises, Inc. is a party or by which Sonu Enterprises, Inc. may be bound.

- D. There are no persons with existing interests other than fee simple in the Property;
- E. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

**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

Name of Grantor Suleman Vasaya For Sonu Entp Inc.

[Signature]  
(Signature)

Signed in the presence of:

Name of Authorized Representative Suleman Vasaya

Title of Authorized Representative President

[Signature]  
Unofficial Witness (signature)

Kevin Kim  
Unofficial Witness (print name)

State of Georgia  
County of Clayton

This instrument was signed or attested before me this 02 day of October, 2019 by

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 8/30/2023

(NOTARY SEAL)



Grantee

Name of Grantee Ashland LLC

[Signature]  
(Signature)

Signed in the presence of:

Name of Authorized Representative John Hoffman

Title of Authorized Representative Manager of Remediation

[Signature]  
Unofficial Witness (signature)

Christina Plechowski  
Unofficial Witness (print name)

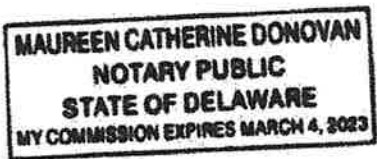
State of Georgia  
County of Clayton

This instrument was signed or attested before me this 28<sup>th</sup> day of OCTOBER, 2026 by

[Signature]  
 Personally Known  
 Produced Identification

Maureen Catherine Donovan  
Notary Public (Signature)

My Commission Expires: MARCH 4, 2023



(NOTARY SEAL) \_\_\_\_\_

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 29<sup>th</sup> day of June, 2022

[Signature]  
*(Signature)*  
\_\_\_\_\_  
Director, Environmental Protection Division

Signed in the presence of:  
[Signature]  
Unofficial Witness *(signature)*  
VASHTON LAUREN  
Unofficial Witness *(print name)*

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 29<sup>th</sup> day of June, 2022, by

Richard Dunn

Personally Known  
 Produced Identification

[Signature]  
Notary Public *(Signature)*  
My Commission Expires: [Signature]

(NOTARY SEAL) 6/1/2026



**Legal Description of Property**

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**EXHIBIT "A"**

ALL THAT TRACT or parcel of land lying and being in Land Lot 242, 13th District, Clayton County, Georgia, being more particularly described as follows:

BEGINNING at a ¼ inch rebar found on the eastern right of way line of U.S. Highway No. 41 (having a variable width right of way), which rebar is located 1,247.82 feet southerly from the intersection of the southern right of way line of Smith Street with the eastern right of way line of U.S. Highway No. 41; thence leaving said right of way line and running south 76 degrees 00 minutes 00 seconds east, along the southern line of property now or formerly owned by Rodger J. Lumsden, a distance of 139.68 feet to a ¼ inch rebar found on the northwestern right of way line of State Highway No. 54 (which rebar is located 40 feet from the centerline of said State Highway No. 54); thence running south 18 degrees 03 minutes 16 seconds west, along the northwestern right of way line of State Highway No. 54, a distance of 297.86 feet to a 2 inch pipe found; thence leaving said right of way line and running north 81 degrees 02 minutes 34 seconds west, a distance of 44.47 feet to a ¼ inch rebar found on the eastern right of way line of U.S. Highway No. 41; thence running north 00 degrees 07 minutes 49 seconds east, along said right of way line, a distance of 310.07 feet to a ¼ inch rebar found and the Point of Beginning; containing 0.63 acres, more or less, as shown on plat of survey for The Hyde Group, made by Jefferson Consultants, bearing the seal of Larry C. Shimshick, Ga. R.L.S. No. 2343, dated September 11, 1999, revised September 29, 1999.



