

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

CROSS-REFERENCE:
County: Clayton
Deed Book: 11071
Page(s): 326

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 Ms. Cathy Morris 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.

Fee Simple Owner(s)/Grantor(s):

Khan Horizon Rental, LLC
(hereinafter “Grantor”)
8596 Tara Boulevard
Jonesboro, GA 30236

DEED
Recorded 7/15/2021 12:40 PM
Jacqueline D Wills
Clerk of Superior Court
Clayton County, GA
Book 12549 Page 536
Participant IDs: 9470822775

Grantee/Holder with the power to enforce:

Ashland LLC
(hereinafter “Grantee/Holder”)
Chief Counsel, Environmental
Ashland LLC
500 Hercules Road
Wilmington, DE 19808

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 0.46 acres of real property located at 8596 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 03/13/2017 from Sadi S. Suhweil to Khan Horizon Rental, LLC; such conveyance is recorded in Deed Book 11071, Page 326, 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 is 13242D B001A 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 Khan Horizon Rental, LLC, 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, and to conduct sampling of environmental media.

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, 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. Khan Horizon Rental, LLC holds fee simple title to the Property.
- B. Khan Horizon Rental, 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 Khan Horizon Rental, 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 Khan Horizon Rental, LLC nor will it violate, contravene and/or constitute a breach or default under any

agreement, contract, order or instrument to which Khan Horizon Rental, LLC is a party or by which Khan Horizon Rental, LLC 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 Khan Horizon Rental LLC

[Signature]
(Signature)

Signed in the presence of:

Name of Authorized Representative FARID M. KHAN

[Signature]

Unofficial Witness (signature)

Title of Authorized Representative OWNER.

Ben O'Dell

Unofficial Witness (print name)

State of Georgia
County of Clayton

This instrument was signed or attested before me this 2nd day of August, 2019, by Farid M. Khan

Personally Known
 Produced Identification

Zam Kapadia
Notary Public (Signature)

My Commission Expires: 10/15/2022

(NOTARY SEAL)



Grantee

Name of Grantee Ashland LLC

[Signature]
(Signature)

Signed in the presence of:

Name of Authorized Representative Kraig A. Kunkemoeller

Title of Authorized Representative Director, Real Estate & Facilities

[Signature]
Unofficial Witness (signature)

Robin Lampkin
Unofficial Witness (print name)

State of ~~Georgia~~ Ohio
County of ~~Clayton~~ Franklin

This instrument was signed or attested before me this 11th day of Sept., 2019, by

Kraig Kunkemoeller

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____



Deanna J. Crawford
Notary Public, State of Ohio
My Commission Expires: 10-11-21

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 13 day of March, 2021:

[Handwritten Signature]
(Signature)

Director, Environmental Protection Division

Signed in the presence of:

[Handwritten Signature]
Unofficial Witness (signature)

Kathleen Robinson
Unofficial Witness (print name)

State of Georgia
County of Fulton

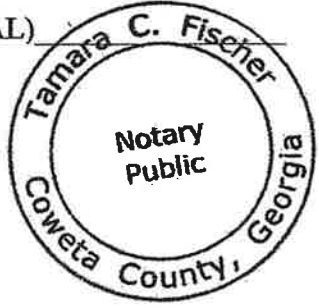
This instrument was signed or attested before
me this 13 day of March, 2021, by

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)



FIGURE



FIGURE 1

AERIAL SITE PLAN AND SURROUNDING LAND USE
KHAN HORIZON RENTAL LLC

TARA HOLDINGS
8564 TARA BOULEVARD
JONESBORO, GEORGIA
HSI 10798



Notes:
Property Boundary lines and Edge of Pavement provided to EHS Support by URS Corporation.
Aerial Imagery is from the National Agriculture Imagery Program (NAIP), 2013.

Legal Description of Property

EXHIBIT "A"

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

BEGINNING at an iron pin on the Eastern line of the right-of-way of Tara Boulevard (also known as South Expressway and as U.S. Highway No. 41), 781.6 feet Southerly along said right-of-way line from the Southeastern corner of Tara Boulevard and Smith Street, and running thence South along the Eastern right-of-way line of Tara Boulevard a distance of 200 feet to an iron pin, thence East 100 feet to an iron pin, thence North 200 feet to an iron pin, thence West 100 feet to the iron pin on the Eastern line of the right-of-way of Tara Boulevard at the POINT OF BEGINNING and being more particularly shown on a plat of survey of said property made by W. R. Franks, Registered Land Surveyor, dated December 22, 1971.

Together with appurtenant easement rights contained in Warranty Deed from Alterman Investment Corp. to CSC Corp. of Clayton County, dated February 18, 1972, recorded in Deed Book 641, page 113, Clayton County, Georgia records.