

After Recording Return to:
Berkeley Lake Village Owners Association, Inc.
3980 Peachtree Industrial Blvd.
Duluth, Georgia 30096
1465 Northside Dr. NW STE 128, Atlanta, GA 30318

CROSS-REFERENCES:

County: Gwinnett

Deed Book: 46516

Page(s): 337

Deed Book: 49576

Page: 540

Deed Book: 52887

Page: 187

Deed Book: 52887

Page: 185

Deed Book: 52103

Page: 328

Deed Book: 49616

Page:242

Deed Book: 49616

Page:246

Deed Book: 57803

Page:216

Deed Book: 50270

Page: 358

Deed Book: 48134

Page:438

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 Berkeley Lake Village Owners Association, Inc. ("Association") and ATTCO Property, LLC, 168 Property, LLC, 3855, LLC, Excel Federal Credit Union, David S. Lee, LLC, and 3321 North Berkeley Lake Road, LLC (collectively referred to as "Building Owners"), 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 the Grantees/holders defined below, as set forth herein.

Fee Simple Owners/Grantors

Association:

Berkeley Lake Village Owners Association, Inc.

3980 Peachtree Industrial Blvd.
Duluth, Georgia 3009

Building Owners:

Owner of Building 1
ATTCO PROPERTY LLC

Owner of Building 2
168 PROPERTY LLC

Owner of Buildings 3 & 8
3855 LLC

Owner of Buildings 4 & 5
EXCEL FEDERAL CREDIT UNION

Owner of Building 7
PARK GLOBAL PROPERTIES, LLC

Owner of Building 9
3321 NORTH BERKELEY LAKE ROAD

**Grantees/holders with power
to enforce:**

Association:

Berkeley Lake Village Owners Association, Inc.
3980 Peachtree Industrial Blvd.
Duluth, Georgia 3009

Building Owners:

Owner of Building 1
ATTCO PROPERTY LLC

Owner of Building 2
168 PROPERTY LLC

Owner of Buildings 3 & 8
3855 LLC

Owner of Buildings 4 & 5
EXCEL FEDERAL CREDIT UNION

Owner of Building 7

PARK GLOBAL PROPERTIES, LLC

Owner of Building 9
3321 NORTH BERKELEY LAKE ROAD

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division ("EPD")
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 3.99 acres of real property located at Peachtree Industrial Blvd., Duluth, Gwinnett County, Georgia, which is further identified by the tax parcel ID number(s) below and more specifically identified as "Tract B" on Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records (hereinafter "Property"). The Property is located in Land Lot 290 of the 6th District of Gwinnett County, Georgia. Portions of the Property are separately owned by the Building Owners and the Association, as such Grantors are identified above and in Exhibit "B" and "C".

The portion of the Property identified as "Association Property" in Exhibit "B" was conveyed on June 12, 2009 to Berkeley Lake Village Owners Association, Inc., and such conveyance was recorded on July 6, 2009 in Deed Book 49576, Page 540, of the Gwinnett County deed records. The portion of the Property identified as "Building Owners Property" in Exhibit "C" is owned as follows:

- Building 1, being known as 3371 N Berkeley Lake Road, Berkeley Lake, Georgia, was conveyed on December 19, 2013 to ATTCO Property, LLC, and such conveyance was recorded on April 25, 2014 in Deed Book 52887, Page 187, of the Gwinnett County deed records.
- Building 2, being known as 3351 N Berkeley Lake Road, Berkeley Lake, Georgia, was conveyed on December 19, 2013 to 168 Property, LLC, and such conveyance was recorded on April 25, 2014 in Deed Book 52887, Page 185, of the Gwinnett County deed records.
- Building 3, being known as 3331 N Berkeley Lake Road, Berkeley Lake, Georgia was conveyed on March 6, 2013 to 3855, LLC, and such conveyance was recorded on March 25, 2013 in Deed Book 52103, Page 328, of the Gwinnett County deed records.
- Building 4, being known as 3361 Peachtree Industrial Boulevard, Berkeley Lake, Georgia was conveyed on May 5, 2009 to Excel Federal Credit Union and such conveyance was recorded on July 23, 2009 in Deed Book 49616, Page 242, of the Gwinnett County deed records.
- Building 5, being known as 3341 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, was conveyed on May 5, 2009 to Excel Federal Credit Union and such conveyance was

recorded on July 23, 2009 in Deed Book 49616, Page 246, of the Gwinnett County deed records.

- Building 7, being known as 3301 N Berkeley Lake Road, Berkeley Lake, Georgia, was conveyed on August 25, 2020 to Park Global Properties, LLC, and such conveyance was recorded on August 28, 2020 in Deed Book 57803, Page 216, of the Gwinnett County deed records.
- Building 8, being known as 3311 N Berkeley Lake Road, Berkeley Lake, Georgia, was conveyed on September 10, 2010 to 3855, LLC, and such conveyance was recorded on September 15, 2010 in Deed Book 50270, Page 358, of the Gwinnett County deed records.
- Building 9, being known as 3321 N Berkeley Lake Road, Berkeley Lake, Georgia was conveyed on July 19, 2007 to 3321 North Berkeley Lake Road, LLC, and such conveyance was recorded on July 30, 2007 in Deed Book 48134, Page 438, of the Gwinnett County deed records.

The Gwinnett County, Georgia tax parcel(s) of the Property are:

- R6290 232
- R6290 233
- R6290 234
- R6290 235
- R6290 239
- R6290 240
- R6290 241
- R6290 242
- R6290 243

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit D.

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 Association as to the Association Property and upon the Building Owners as to the Building Owners Property, 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 North Berkeley Lake Road Site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 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 #10844 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 for non-residential uses, as defined in Section 391-3-19-.02 of the Georgia Rules for Hazardous Site Response as of the date of this Environmental Covenant, to the extent that: (1) such Non-Residential Uses are permitted under the Declaration of Covenants, Easements, Conditions and Restrictions for Berkeley Lake Village, recorded on May 18, 2006 in the Gwinnett County land records in Deed Book 46516, Page 337 et seq., as amended (“Declaration”), and (2) such Non-Residential Uses are permitted under local, state and federal law. Residential uses, including day care centers, are prohibited.
- B. Land Disturbance Activity. Soil disturbance below a depth of three (3) feet below grade shall not be performed unless as set forth in a Soil Management Plan, which must be submitted to EPD for review and comment. The Soil Management Plan must be prepared by a Georgia registered professional engineer or a Georgia registered professional geologist who has experience in responsible charge of the investigation and remediation of releases of regulated substances. Any EPD comments regarding the Soil Management Plan must be addressed to EPD’s satisfaction prior to soil disturbance activities.
- C. Monitoring, Maintenance, and Periodic Reporting to EPD. Monitoring and maintenance of these Activity and Use Limitations and periodic reporting to EPD shall be conducted in accordance with the Monitoring and Maintenance Plan dated October 2020 or the most recent revision approved by EPD.

Other Requirements. The Property is subject to the following additional requirements; however, the Association shall only be required to comply with the following requirements as they pertain to the Association Property, and the Building Owners shall only be required to comply with the following requirements as they pertain to the Building Owners Property.

- 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 the Grantees/Holder, as defined herein. 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.

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 Grantees/Holder, as to the portions of the Property owned by each Grantee/Holder, as specified herein, 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, Grantees/Holder, but only as to the portions of the Property owned by each Grantee/Holder, as specified herein, 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, Grantor Association shall cause the Environmental Covenant to 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, Grantors 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).

Association represents and warrants that all of the following are true and correct:

- A. Berkeley Lake Village Owners Association, Inc. holds fee simple title to the Association Property.
- B. Berkeley Lake Village Owners Association, 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 Berkeley Lake Village Owners Association, Inc. that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within by Association will not conflict with any of the provisions of the organizational documents, operating agreement of Berkeley Lake Village Owners Association, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Berkeley Lake Village Owners Association, Inc. is a party or by which Berkeley Lake Village Owners Association, Inc. may be bound.
- D. Grantor 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 Association 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, Berkeley Lake Village Owners Association, Inc. 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.

Building Owners represent and warrant that all of the following are true and correct:

- A. Building Owners hold fee simple title to their portions of the Building Owners Property.
- B. Building Owners have the authority to enter into this Environmental Covenant, have the authority to grant any rights granted by them within, have 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 Building Owners 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 Building Owners nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Building Owners are a party or by which Building Owners may be bound.

- D. There are no persons with existing interests other than fee simple in the Building Owners Property;
- E. This Environmental Covenant does not authorize a use of the Building Owners 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, Building Owners 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:

Berkeley Lake Village Owners Association, Inc.
1465 Northside Dr. NW STE 18
Atlanta, GA 30318

Building Owners:

Owner of Building 1
ATTCO PROPERTY LLC
1011 OLDE TOWNE LN
WOODSTOCK GA 30189-8188

Owner of Building 2
168 PROPERTY LLC
3480 MANSIONS PKWY
BERKELEY LAKE GA 30096-2942

Owner of Buildings 3 & 8
3855 LLC
3311 N BERKELEY LAKE RD NW STE 200
BERKELEY LAKE GA 30096-3168

Owner of Buildings 4 & 5
EXCEL FEDERAL CREDIT UNION

5070 PEACHTREE INDUSTRIAL BLVD
PEACHTREE CORNERS GA 30071-1587

Owner of Building 7
PARK GLOBAL PROPERTIES, LLC
3301 N BERKELEY LAKE RD NW
BERKELEY LAKE GA 30096-3187

Owner of Building 9
3321 NORTH BERKELEY LAKE ROAD
3321 N BERKELEY LAKE RD NW
BERKELEY LAKE GA 30096-3104

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).

For Grantor/Grantee/Holder Association:

Berkeley Lake Village Owners Association, Inc.

[Signature]
(Signature)

Signed in the presence of:

Hank Chang
(Print Name)
President
(Title)

Heather Carter
Unofficial Witness (signature)
Heather Carter
Unofficial Witness (print name)

State of Georgia
County of Gwinnett

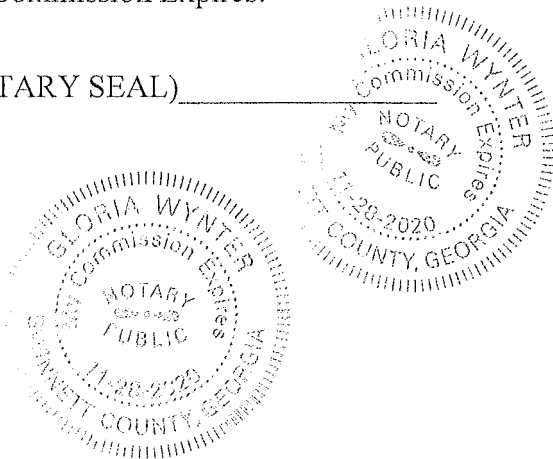
This instrument was signed or attested before me this 3rd day of November 2020, by Hank Chang.

- Personally Known
- Produced Identification

[Signature]
Notary Public (Signature)

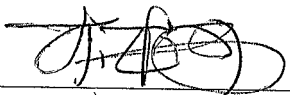
My Commission Expires:

(NOTARY SEAL)



For Grantor/Grantee/Holder Building Owners:

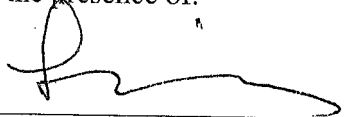
ATTCO Property, LLC


(Signature)

Name: YANG Li

Title: CEO

Signed in the presence of:


Unofficial Witness (signature)

Li Qi-Feng
Unofficial Witness (print name)

State of Georgia
County of Gwinnett

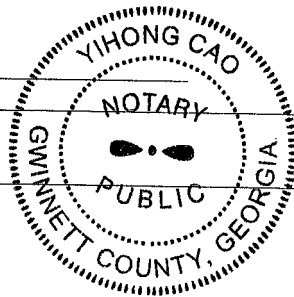
This instrument was signed or attested before
me this 5th day of October, 2020, by
Yang Li

Personally Known
 Produced Identification


Notary Public (Signature)

My Commission Expires: 10/29/2023

(NOTARY SEAL)



168 Property, LLC

[Signature]
(Signature)

Signed in the presence of:

Name: YANG LI
Title: Managing Partner

[Signature]
Unofficial Witness (signature)

Li Qi-Feng
Unofficial Witness (print name)

State of Georgia
County of Gwinnett

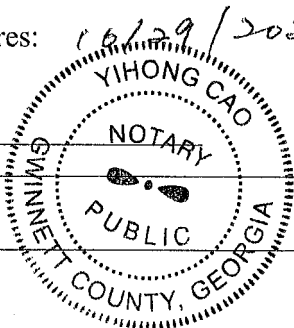
This instrument was signed or attested before
me this 5th day of October, 2020 by
Yang Li

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 10/29/2023

(NOTARY SEAL)



3855, LLC

Zhi Feng

(Signature)

Signed in the presence of:

Name: *Zhi Feng*

Title: *Managing Partner*

[Signature]

Unofficial Witness (signature)

Li Qi-Feng

Unofficial Witness (print name)

State of Georgia
County of Gwinnett

This instrument was signed or attested before
me this 5th day of October, 2020 by
Zhi Feng

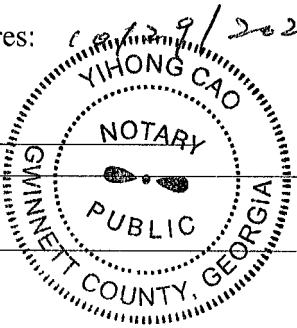
Personally Known
 Produced Identification

[Signature]

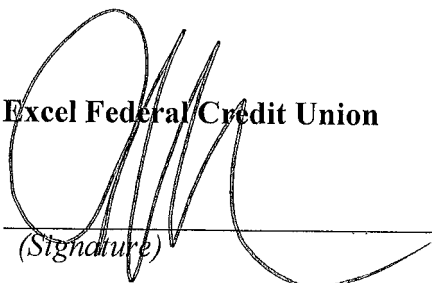
Notary Public (Signature)

My Commission Expires: *10/29/2023*

(NOTARY SEAL)



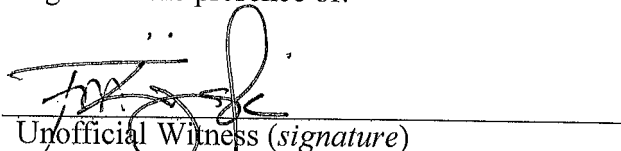
Excel Federal Credit Union


(Signature)

Name: Thomas Hayden

Title: CEO/President

Signed in the presence of:

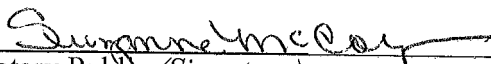

Unofficial Witness (signature)

Ian Kyanski
Unofficial Witness (print name)

State of Georgia
County of Gwinnett

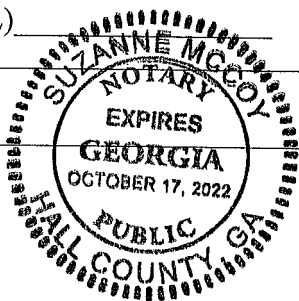
This instrument was signed or attested before
me this 19 day of October, 2020 by
Thomas Hayden.

Personally Known
 Produced Identification


Notary Public (Signature)

My Commission Expires: 10-17-2022

(NOTARY SEAL)



Park Global Properties, LLC

[Signature]
(Signature)

Signed in the presence of:

Name: VIVEK JAISWAL

Title: Owner

[Signature]
Unofficial Witness (signature)

Hannan Gibbs
Unofficial Witness (print name)

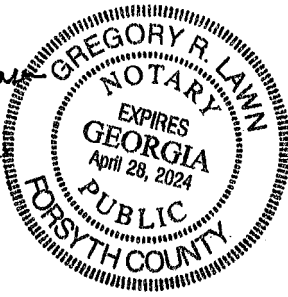
State of Georgia
County of Gwinnett

This instrument was signed or attested before
me this 8 day of October, 2020
by VIVEK JAISWAL.

Personally Known
 Produced Identification GADIVERS LANE

[Signature]
Notary Public (Signature)

My Commission Expires: 04/28/2024



(NOTARY SEAL) _____

3321 North Berkeley Lake Road, LLC

Thomas C Adderhold
(Signature)

Signed in the presence of:

Name: THOMAS C ADDERHOLD

Title: OWNER/MGR

Erica Cady
Unofficial Witness (signature)

Erica Cady
Unofficial Witness (print name)

State of Georgia
County of Gwinnett

This instrument was signed or attested before
me this 15th day of October, 2020, by
Thomas C. Adderhold

- Personally Known
- Produced Identification

Christian P. Carter
Notary Public (Signature)

My Commission Expires: 5/14/20

(NOTARY SEAL) _____



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

Richard E. Dunn
(Signature)

[Name] Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:
LaQuetta Ferrell
Unofficial Witness (signature)

LaQuetta 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 [Name].

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

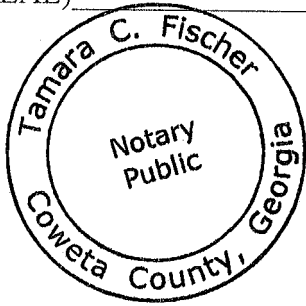


Exhibit A
Legal Description of Property

All that tract or parcel of land, lying and being in Land Lot 290 of the 6th Land District, Gwinnett County, Georgia, containing 3.998 acres of land, more or less, being specifically identified as "Tract B" on the Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point at the intersection of the Land Lot Line common to Land Lots 267 and 290 and the easterly margin of the right-of-way of Peachtree Industrial Boulevard (revised right-of-way with varying width), being the TRUE POINT OF BEGINNING; thence along the easterly margin of the right-of-way of Peachtree Industrial Boulevard North 11 degrees 51 minutes 32 seconds East, 136.97 feet to a point; thence departing said right-of-way, South 78 degrees 14 minutes 51 seconds East, 53.73 feet to a point; thence 83.34 feet along the arc of a curve to the left having a radius of 115.00 feet, chord bearing of North 80 degrees 59 minutes 26 seconds East and chord distance of 81.53 feet to a point; thence North 60 degrees 13 minutes 44 seconds East, 73.40 feet to a point; thence North 13 degrees 12 minutes 36 seconds East, 148.08 feet to a point; thence North 33 degrees 12 minutes 36 seconds East, 70.90 feet to a point; thence North 13 degrees 11 minutes 48 seconds East, 443.75 feet to a point; thence North 60 degrees 53 minutes 58 seconds East, 83.00 feet to a point on the southwesterly margin of the right-of-way of Berkeley Lake Road (revised right-of-way of variable width); thence along the southwesterly margin of the right-of-way of Berkeley Lake Road the following courses and distances: South 33 degrees 52 minutes 04 seconds East, 25.40 feet to a point; South 33 degrees 15 minutes 39 seconds East, 72.86 feet to a point; South 23 degrees 05 minutes 08 seconds East, 210.23 feet to a point; 200.30 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord bearing of South 25 degrees 00 minutes 04 seconds East and chord distance of 200.26 feet to a point on the Land Lot Line common to Land Lots 267 and 290; thence departing said right-of-way and along the Land Lot Line common to Land Lots 267 and 290 South 60 degrees 32 minutes 17 seconds West, 795.56 feet to the TRUE POINT OF BEGINNING.

Exhibit B
Legal Description of Association Property

All that tract or parcel of land, lying and being in Land Lot 290 of the 6th Land District, Gwinnett County, Georgia, containing 3.998 acres of land, more or less, being specifically identified as "Tract B" on the Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point at the intersection of the Land Lot Line common to Land Lots 267 and 290 and the easterly margin of the right-of-way of Peachtree Industrial Boulevard (revised right-of-way with varying width), being the TRUE POINT OF BEGINNING; thence along the easterly margin of the right-of-way of Peachtree Industrial Boulevard North 11 degrees 51 minutes 32 seconds East, 136.97 feet to a point; thence departing said right-of-way, South 78 degrees 14 minutes 51 seconds East, 53.73 feet to a point; thence 83.34 feet along the arc of a curve to the left having a radius of 115.00 feet, chord bearing of North 80 degrees 59 minutes 26 seconds East and chord distance of 81.53 feet to a point; thence North 60 degrees 13 minutes 44 seconds East, 73.40 feet to a point; thence North 13 degrees 12 minutes 36 seconds East, 148.08 feet to a point; thence North 33 degrees 12 minutes 36 seconds East, 70.90 feet to a point; thence North 13 degrees 11 minutes 48 seconds East, 443.75 feet to a point; thence North 60 degrees 53 minutes 58 seconds East, 83.00 feet to a point on the southwesterly margin of the right-of-way of Berkeley Lake Road (revised right-of-way of variable width); thence along the southwesterly margin of the right-of-way of Berkeley Lake Road the following courses and distances: South 33 degrees 52 minutes 04 seconds East, 25.40 feet to a point; South 33 degrees 15 minutes 39 seconds East, 72.86 feet to a point; South 23 degrees 05 minutes 08 seconds East, 210.23 feet to a point; 200.30 feet along the arc of a curve to the left having a radius of 2914.79 feet, chord bearing of South 25 degrees 00 minutes 04 seconds East and chord distance of 200.26 feet to a point on the Land Lot Line common to Land Lots 267 and 290; thence departing said right-of-way and along the Land Lot Line common to Land Lots 267 and 290 South 60 degrees 32 minutes 17 seconds West, 795.56 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT:

The properties within Tract B that are identified as Future Building 1, Future Building 2, Future Building 3, Future Building 4, Future Building 5, Building 7, Building 8 and Building 9 on the Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records.

Exhibit C
Legal Description of Building Owners Property

All that tract or parcel of land lying and being in Land Lot 290 of the 6th District, Gwinnett County, Georgia and being more particularly identified as Future Building 1, Future Building 2, Future Building 3, Future Building 4, Future Building 5, Building 7, Building 8 and Building 9 as shown on the Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records.

Exhibit D
Map of Property

