

After Recording Return to:
Gerald L. Pouncey, Jr.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326

CROSS-REFERENCE:
County: Fulton
Deed Book: 37505
Page(s): 536-541

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 CPSC, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s): CPSC, LLC
2572 Apple Valley Road
Brookhaven, GA 30319
Attn: Mark Antebi

Grantee/Holder with the power to enforce: CPSC, LLC
2572 Apple Valley Road
Brookhaven, GA 30319
Attn: Mark Antebi

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 1054 East
Atlanta, Georgia 30334

Deed Book 66487 Pg 444
Filed and Recorded Jan-23-2023 10:33am
CATHLENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 11.150 acres of real property located at 2020 Campbellton Road SW, Atlanta, Fulton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on April 30, 2004 to CPSC, LLC; such conveyance is recorded in Deed Book 37505, Page 536, of the Fulton County deed records. The Property is located in Land Lots 167 and 168 of the 14th District 3rd Section of Fulton County, Georgia.

The tax parcel(s) of the Property is 14 0168 LL1545, Fulton 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 CPSC, 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 Property. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
 Land Protection Branch
 2 Martin Luther King Jr. Drive, SE
 Suite 1054 East
 Atlanta, Georgia 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 #10908 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 Section 391-3-19-.02(2)(i) of the Rules. Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose is prohibited.
- C. Vapor Intrusion Exposure Pathway Evaluation and Mitigation. Vapor-forming regulated substances, including tetrachloroethene, may be present in portions of the subsurface of the Property. Prior to any new building construction, the vapor intrusion exposure pathway shall be evaluated. A report of the vapor intrusion exposure pathway evaluation shall be submitted to EPD for review and comment at least thirty (30) days prior to applying for a building permit. The report shall 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. If warranted, a vapor intrusion mitigation system (e.g., vapor barrier, sub-slab depressurization

system, etc.) will be designed and installed in the proposed building. Any EPD comments regarding the vapor intrusion exposure pathway evaluation or the design and implementation of a vapor intrusion mitigation system shall be addressed to EPD's satisfaction.

- D. **Periodic Reporting.** Annually, but not later than January 30 beginning the first January following the effective date of this Environmental Covenant, the owner of the Property must submit a certification stating that the activity and use limitations in this Environmental Covenant are being abided by, accompanied by the site inspection checklist(s) and Annual Property Evaluation Form in the form attached to this Environmental Covenant as Exhibit C.

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 CPSC, 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.

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

- A. CPSC, LLC holds fee simple title to the Property.
- B. CPSC, 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 CPSC, 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 CPSC, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which CPSC, LLC is a party or by which CPSC, 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, CPSC, 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:

CPSC, LLC
2572 Apple Valley Road
Brookhaven, GA 30319
Attn: Mark Antebi

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 / Holder has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 22 day of SEPT, 2022.

For the Grantor / Holder
CPSC, LLC
A Georgia Limited Liability company
By: CPSC MANAGEMENT, INC.

A Georgia Corporation
Its Manager

By: [Signature]
Mark M. Antebi

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

[Signature]
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before me this 22 day of Sept, 2022, by Mark M. Antebi.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 11/28/2022

(NOTARY SEAL)

TIM HUFFMAN
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires November 28, 2022

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 20th day of DECEMBER, 2022:

[Signature]
(Signature)
Richard Dunn
Director, Environmental Protection Division

Signed in the presence of:
[Signature]
Unofficial Witness (signature)
Vashti Lawson
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 4 day of January, 2023,
by Richard Dunn.

- Personally Known
- Produced Identification

January 4, 2023

[Signature]
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)

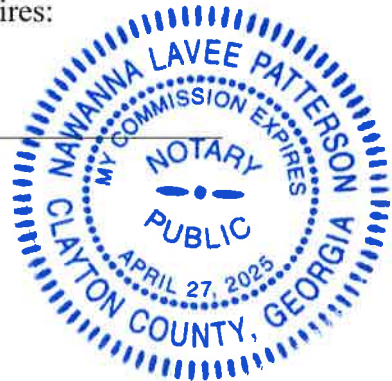


Exhibit A
Legal Description of Property

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in land lots 167 & 168 of the 14th District 3rd Section of Fulton County, Georgia and more particularly described as follows:

BEGINNING at a nail set at the intersection of the southerly right of way line of Campbellton Road (80' R/W) and the westerly right of way line of DeLowe Drive (50' R/W);

THENCE North 62 degrees 47 minutes 10 seconds East for a distance of 726.26 feet along the aforesaid right of way line to a nail set at the intersection of the southerly right of way line of Campbellton Road and the westerly right of way line of Myrtle Drive (40' R/W);

THENCE along the westerly right of way line of the aforementioned Myrtle Drive South 01 degrees 52 minutes 55 seconds East for a distance of 917.34 feet to a nail found;

THENCE departing said R/W South 88 degrees 15 minutes 45 seconds West for a distance of 661.09 feet to a nail set on the Easterly right of way line of the aforementioned DeLowe Drive;

THENCE North 01 degrees 26 minutes 22 seconds west for a distance of 604.96 feet along the easterly right of way line of DeLowe Drive to the POINT OF BEGINNING.

Subject property contains 501,041 Square Feet or 11.502 Acres of improved commercial property and is subject to easements and right of ways of record.

Exhibit B Map of Property



122-085 Campbellton Plaza Property



Overview



Legend

- Parcels
- Roads

<p>Parcel ID 140168</p> <p>Class Code LL1545</p> <p>Taxing C5</p> <p>District 05Q</p> <p>Acres 11.15</p>	<p>Physical Address 2020 CAMPBELLTON RD SW</p> <p>Owner CPSC LLC 1048 NORTHSIDE DR NW # 130 ATLANTA, GA 30318</p> <p>Assessed Value \$4,316,000</p>	<p>Last 2 Sales</p> <table border="0"> <tr> <td>Date</td> <td>Price</td> <td>Reason</td> </tr> <tr> <td>4/30/2004</td> <td>\$5335000</td> <td>Sale Includes Multiple Parcels</td> </tr> <tr> <td>8/15/1986</td> <td>\$3400000</td> <td>Valid Sale</td> </tr> </table>	Date	Price	Reason	4/30/2004	\$5335000	Sale Includes Multiple Parcels	8/15/1986	\$3400000	Valid Sale	<p>Qual</p> <p>U</p> <p>Q</p>
Date	Price	Reason										
4/30/2004	\$5335000	Sale Includes Multiple Parcels										
8/15/1986	\$3400000	Valid Sale										

Exhibit C
Annual Property Evaluation Form

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this site property meet the definition of non-residential property 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, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	If no to 1, provide a written explanation (attached) to the EPD within 30 days.		
	2	Is there any use or extraction of groundwater from beneath the Property for drinking water or for any other non-remedial purpose?		
	2a	If yes to 3, provide a written explanation (attached) to EPD within 30 days.		
	3	Have all notice requirements and conditions dictated within the UEC been met and abided by?		
	3a	If no to 4, provide a written explanation (attached) to EPD within 30 days.		
Inspection	4	Date of inspection:		
	4a	Name of inspector:		
	4b	Photographs showing current land use (attached)		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print) _____

TITLE _____

SIGNATURE _____

DATE _____