

After Recording Return to:
Flamingo Auto Sales Inc.
P.O. Box 2262
Norcross, GA 30091-2262

CROSS-REFERENCE:
County: _____
Deed Book: _____
Page(s): _____

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 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): Flamingo Auto Sales Inc.
P.O. Box 2262
Norcross, GA 30091-2262

Grantee/Holder with the power to enforce: QuikTrip Corporation
4705 South 129th East Avenue
Tulsa, OK 74134

Grantee/Entity with express power to enforce: State of Georgia
Department of Natural Resources
Environmental Protection Division
Address of Director's Office:
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 1.57 acres of real property located at 1996 Indian Trail Lilburn Road, Norcross, Gwinnett County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 28, 2013 to Flamingo Auto Sales Inc.; such conveyance is recorded in Deed Book 52344, Page 455, of the Gwinnett County deed records. The Property is located in Land Lot 212 of the 6th District of Gwinnett County, Georgia.

The tax parcel of the Property is R6212 032 of Gwinnett County, Georgia.

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

Environmental Covenant Runs with the Land and is Perpetual

DEED B: 62354 P: 00231
02/20/2026 10:26 AM Pgs: 8 Fees: \$25.00

Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

ERECORDED

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 Flamingo Auto Sales Inc., 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 Former Professional Cleaners and Linen Service facility. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Voluntary Remediation Program
Land Protection Branch
State of Georgia EPD
2 Martin Luther King Jr. Drive, SE
Suite 1054 East
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

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 QuikTrip Corporation to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, QuikTrip Corporation, 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, Flamingo Auto Sales Inc. 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, Flamingo Auto Sales Inc. 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).

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

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

Flamingo Auto Sales Inc.

~~CHIHAB~~
(Signature)

Signed in the presence of:

Abdellah Chihab
Authorized Representative (print name)

[Signature]
Unofficial Witness (signature)

property owner
Authorized Representative (title)

Claudia Akmeda
Unofficial Witness (print name)

State of Georgia
County of Gwinnett

This instrument was signed or attested before
me this 21st day of August, 2024, by

Fatima Chemrah
(print name)

Personally Known
 Produced Identification

~~CHEMRAH~~
Notary Public (Signature)

My Commission Expires: 11-17-27

(NOTARY SEAL) _____
Fatima Chemrah
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
11/17/2027

Grantee

QuikTrip Corporation

Margaret Fehn
(Signature)

Signed in the presence of:

Margaret Fehn
Authorized Representative (print name)

Kyla Rudd
Unofficial Witness (signature)

Environmental Project Manager
Authorized Representative (title)

Kyla Rudd
Unofficial Witness (print name)

State of Oklahoma

County of Tulsa

This instrument was signed or attested before me this 11th day of October, 2024, by

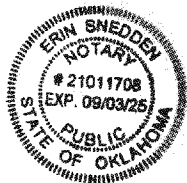
Erin Snedden
(print name)

Personally Known
 Produced Identification

Erin Snedden
Notary Public (Signature)

My Commission Expires: 09-03-25

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 4th day of February, 2026 :

Jeff W. Cown
(Signature)

Jeff Cown
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Katie R Bloomfield
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 4th day of February, 2026 by
Jeff Cown.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 11/05/2029

(NOTARY SEAL)

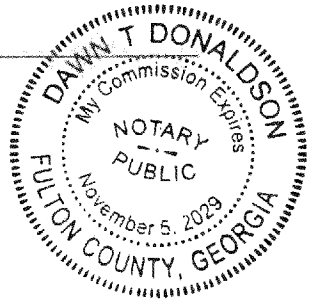


Exhibit A
Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 212 of the 6th District, Gwinnett County, Georgia and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southerly Right of Way line of Beaver Ruin Road (Right of Way Varies) and the easterly Right of Way line of Indian Trail Road (Right of Way Varies); thence along the southerly Right of Way line of Beaver Ruin Road North 70 Degrees 40 Minutes 21 Seconds East, 60.08 feet to a point; thence continue along the southerly Right of Way line of Beaver Ruin Road South 72 Degrees 10 Minutes 10 Seconds East, 37.02 feet to a point; thence continue along the southerly Right of Way line of Beaver Ruin Road South 85 Degrees 54 Minutes 57 Seconds East, 73.50 feet to a point; thence continue along the southerly Right of Way line of Beaver Ruin Road North 89 Degrees 40 Minutes 33 Seconds East, 64.69 feet to a point; thence leaving the southerly Right of Way line of Beaver Ruin Road South 15 Degrees 48 Minutes 14 Seconds East 236.96 feet to a point; thence South 74 Degrees 11 Minutes 46 Seconds West, 267.64 feet to a point on the easterly Right of Way line of Indian Trail Road; thence along the easterly Right of Way line of Indian Trail Road North 12 Degrees 49 Minutes 14 Seconds West, 82.78 feet to a point; thence continue along the easterly Right of Way line of Indian Trail Road North 04 Degrees 58 Minutes 19 Seconds West, 218.31 feet to **THE POINT OF BEGINNING** containing 1.57 acres.

This being the same property conveyed by that certain Deed Under Power of Sale dated January 4, 2011, and recorded at Deed Book 50497, Page 0324, et. Seq., Gwinnett County Records.