

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

After Recording Return to:

T. Scott Duncan, Esq.
ANDERSEN, TATE & CARR, P.C.
One Sugarloaf Centre
Suite 4000
1960 Satellite Boulevard
Duluth, Georgia 30097
File No. 30215.70007 (MT)

CROSS-REFERENCE:

County: Gwinnett
Deed Book: 37843
Page: 167

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 and individuals executing this Environmental Covenant and restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

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

YUHEE CHOO and SANGWOO CHOO
4329 Tacoma Trace
Suwanee, Georgia 30024

**Grantee/Holder with the
power to enforce:**

TCI CAPITAL LLC,
a Georgia limited liability company ("TCI Capital")
10945 State Bridge Road, Suite 401305
Alpharetta, Georgia 30022

**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 0.85 acres of real property located at 4321 Abbotts Bridge Road, Duluth, Gwinnett County, Georgia 30097, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on April 13, 2004 to Yuhee Choo and Sangwoo Choo; such conveyance is recorded in Deed Book 37843, Page 167, of the Gwinnett County, Georgia Records. The Property is located in Land Lot 324 of the 6th District of Gwinnett County, Georgia.

The tax parcel of the Property is R6324 018 of Gwinnett 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 Yuhee Choo and Sangwoo Choo, TCI Capital, 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. Records pertaining to the Property and the Environmental Covenant are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1058 East Tower
Atlanta, GA 30334

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 TCI Capital to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, TCI Capital, 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, Yuhee Choo and Sangwoo Choo 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, Yuhee Choo and Sangwoo Choo 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. Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder and in accordance with O.C.G.A. § 44-16-1 et seq.

- B. 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.
- C. There are no persons with existing interests other than fee simple in the Property.

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).

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ENVIRONMENTAL COVENANT]

GRANTOR:

Signed, sealed and delivered
in the presence of:

Judy Steward
Unofficial Witness

Yuhua Choo (SEAL)
YUHEE CHOO

Marci E. Thomas
Notary Public

My Commission Expires: May 9, 2026

[NOTARY SEAL]



Signed, sealed and delivered
in the presence of:

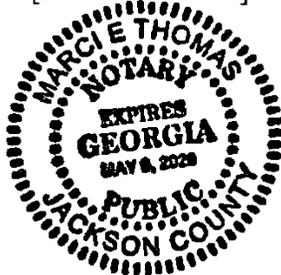
Judy Steward
Unofficial Witness

Sangwoo Choo (SEAL)
SANGWOO CHOO

Marci E. Thomas
Notary Public

My Commission Expires: May 9, 2026

[NOTARY SEAL]



[SIGNATURE PAGE TO ENVIRONMENTAL COVENANT]

Signed, sealed and delivered
in the presence of:

GRANTEE:

TCI CAPITAL LLC, a Georgia
limited liability company

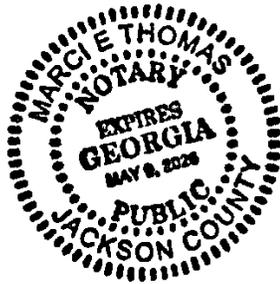
Judy Steward
Unofficial Witness

By: [Signature] (SEAL)
Name: Babak Jahanfardian
Title: Manager

Marci E. Thomas
Notary Public

My Commission Expires: May 9, 2026

[NOTARY SEAL]



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 6th day of November, 2025:

Jeffrey W. Cown
(Signature)

Jeffrey W. Cown
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Dawn T. Donaldson
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 6th day of November, 2025 by
Jeffrey W. Cown.

- Personally Known
- Produced Identification

LaQuetta Ferrell
Notary Public (Signature)

My Commission Expires: July 31, 2027

(NOTARY SEAL)

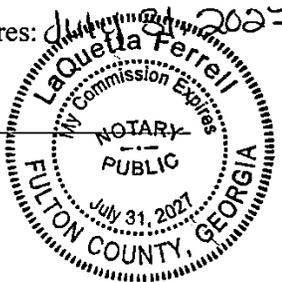


Exhibit A
Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 324, 6th Land District, City of Duluth, Gwinnett County, Georgia as shown on a plat of survey by Richard May, Registered Land Surveyor No. 1534, dated October 1, 1986 recorded at Plat Book 38, page 32, Gwinnett Count Plat Records being more particularly described as follows:

BEGINNING at a point 644.33 feet along the southwesterly Right-of-Way of Georgia Highway 120 (said Right-of-Way having a 60 foot width), from the centerline of the paving of Peachtree Industrial Boulevard; running thence South 54 degrees, 21 minutes, 54 seconds West a distance of 20.2 feet to a point; running thence South 71 degrees, 48 minutes West a distance of 405.74 feet to a point; running thence North 30 degrees, 33 minutes, 43 seconds West a distance of 49.99 feet to a Rebar found; running thence North 82 degrees, 22 minutes, 15 seconds East a distance of 199.72 feet to a point; running thence North 57 degrees, 04 minutes, 15 seconds East a distance of 217.67 feet to a Rebar set on the southwesterly Right-of-Way of Georgia Highway 120; running thence along the southwesterly Right-of-Way of Georgia Highway 120 South 43 degrees, 20 minutes, 58 seconds East a chord distance of 67.92 feet, said chord having an arc distance of 68.0 feet to THE TRUE POINT OR PLACE OF BEGINNING.

TOGETHER WITH

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 324 of the 6th Land District, Gwinnett County, Georgia and being shown as .0615 Acres on a Plat of Survey prepared for Ik-Chan Kim by Gresham Planning & Development, Inc. dated September 21, 1999 and described in accordance with said survey as follows:

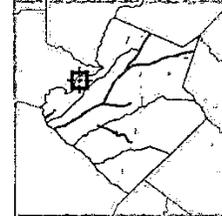
BEGINNING AT A POINT on the southwesterly side of the right-of-way of GA Hwy. 120 (60-foot right-of-way) which point is 583.33 feet in a generally northwest direction along the side of the right-of-way of GA Hwy. 120 from its intersection with the right-of-way of Peachtree Industrial Blvd. and running thence from said point south 60 degrees, 28 minutes, 43 seconds west, a distance of 217.54 feet to an iron pin set; running thence south 86 degrees, 12 minutes, 14 seconds west, a distance of 199.72 feet to an iron pin found; running thence north 60 degrees, 04 minutes, 12 seconds east a distance of 387.59 feet to an iron pin found on the southwesterly side of the right-of-way of GA Hwy. 120; running thence along the southwesterly side of the right-of-way of GA Hwy. 120 south 35 degrees, 49 minutes, 40 seconds east a distance of 90 feet to an iron pin set and the point of beginning.

Less and except any portion of the above property conveyed by virtue of ROW Deeds recorded at Deed Book 49500, Page 827, Gwinnett County, Georgia records, and Deed Book 59133, Page 713, aforesaid records.

4931-3041-9029, v. 1



Overview



Legend

- Parcels**
- Condo
 - <blank>
- Street Centerlines**
- Freeway
 - Highway
 - Ramp
 - Collector Distributor
 - Primary Arterial
 - Major Collector
 - Major Arterial
 - Minor Arterial
 - Minor Collector
 - Residential
 - Private
- County Boundary
- Adjacent Counties

Parcel ID	R6324 018	Alt Id	1198364	Owner	CHOO YUHEE &	Last 2 Sales				
Property	4321 ABBOTTS	Class	329 - Used	Address	SANGWOO	Date	Price	Grantor	Grantee	Qual
Address	BRIDGE RD		Car		481 NORTHOLT	4/13/2004	0	KIM IK	CHOO	U
	DULUTH		Lot/Other		PKWY APT 4125			CHAN	YUHEE &	
	481 NORTHOLT	Acreage	0.85		SUWANEE, GA 30024-				SANGWOO	
	PKWY APT 4125				4409	n/a	0	n/a	n/a	n/a
District	04									
Brief	HWY 120									
Tax Description										

(Note: Not to be used on legal documents)

Date created: 8/11/2025
 Last Data Uploaded: 8/11/2025 8:22:14 AM

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