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Janice Morris
CLERK

D: DEED B: 7167 P: 134 COVE
10/20/2021 12:48:09 PM Total Pages: 10
Recording Fee: \$ 25.00
Intangible Tax: \$0.00
Janice Morris, Clerk of Court, Rockdale County



After Recording Return to:
TPV Properties, LLC
1875 Rockdale Industrial Blvd.
Conyers, GA 30012

NOTE TO CLERK: Cross reference:
Warranty Deeds recorded at
Deed Book 6819, Page 222
Deed Book 6243, Page 78,
Deed Book 5327, Page 24,
Deed Book 5083, Page 167,
Deed Book 2556, Page 255,
Deed Book 1020, Page 281,
Rockdale County, GA records
APN Tax Parcel #022001022A

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): TPV Properties, LLC
1875 Rockdale Industrial Blvd.
Conyers, GA 30012

Grantee/Holder with the power to enforce: C&D Technologies, Inc.
200 Precision Dr.
Horsham, PA 19044

**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 consists of one tract of approximately 6.2395 acres of real property under Tax Parcel 022001022A located at 1875 NW Rockdale Industrial Blvd., Conyers, Rockdale County, Georgia 30012 (hereinafter "Property"). The Property was conveyed by Rusken Properties, LLC to TPV Properties, LLC with such conveyance recorded in Deed Book 6819, Page 222 of the Rockdale County, Georgia deed records; with prior transfers evidenced by prior deeds recorded in Deed Book 6243, Page 78, Book 5327, Page 24; Book 5083, Page 167; Book 2556, Page 255, and Book 1020, Page 281, all aforesaid records. The Property is located in Land Lots 237, 244, and 245 of the 16th District of Rockdale County, Georgia.

The tax parcel(s) of the Property are # 022001022A (6.6 acres listed on tax assessor records and 6.2395 acres listed in prior survey reference of Rockdale County, Georgia.

A legal description of the Property is attached as Exhibit A and incorporated herein by this reference.

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 TPV Properties, LLC, a Georgia limited liability company, C&D Technologies, 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 C&D Technologies, Inc. facility/site HSI Site #10734. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King (MLK) Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays.

All notice hereunder shall be made in writing and sent by certified mail, return receipt requested, overnight mail by recognized national carrier or by hand delivery to the address above.

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 C&D Technologies, Inc. to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, C&D Technologies, Inc. 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, TPV Properties, 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, TPV Properties, 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).

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

- A. TPV Properties, LLC holds fee simple title to the Property.
- B. TPV Properties, 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 TPV Properties, 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 TPV Properties, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which TPV Properties, LLC is a party or by which TPV Properties, LLC may be bound.
- D. TPV Properties, LLC 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. 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).

Signed, sealed and delivered in the presence of:

TPV Properties, LLC, a Georgia limited liability company

Alvin Johnson
Unofficial Witness

By: [Signature] (seal)
Name: Travis Vinig
Title: Sole Manager

[Signature]
Unofficial Witness

Amelia H Huskins
Notary Public

My Commission Expires:
(Notarial Seal)



Signed, sealed and delivered in the presence of:

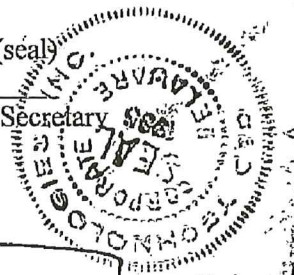
C&D Technologies, Inc., a Delaware corporation

[Signature]
Unofficial Witness

By: Mara Williams (seal)

[Signature]
Unofficial Witness

Name: Mara Williams
Title: VP, General Counsel & Corporate Secretary



Notary Public

January 27, 2023
My Commission Expires:

[Signature] (seal)
Name: Jennifer Fiss
Title: Notary

(Notarial Seal)

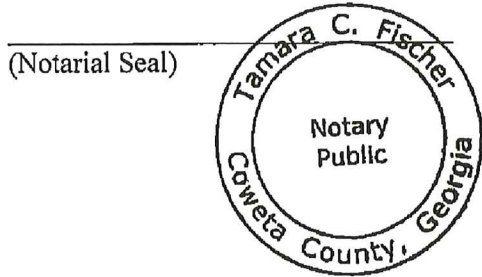
Commonwealth of Pennsylvania - Notary Seal
Jennifer Fiss, Notary Public
Montgomery County
My commission expires January 27, 2023
Commission number 1287615
Member, Pennsylvania Association of Notaries

Signed, sealed and delivered in the presence of:

Inaci Douglas
Unofficial Witness

Inaci Douglas
Unofficial Witness

Notary Public Tamara C. Fischer
7-27-2022
My Commission Expires:



State of Georgia Department of Natural Resources
Environmental Protection Division

By: [Signature] (seal)
Name: Richard [Signature]
Title: Director

Exhibit A
Legal Description of Property

Tax Parcel: #0220010022A:

All that tract or parcel of land lying and being in Land Lots 237, 244 and 245 of the 16th District of Rockdale County, GA and being more particularly described as follows:

All that tract or parcel of land lying and being located in Land Lots 237, 244 and 245 of the 16th District, Rockdale County, Georgia, and being more particularly described as follows: To Find The True Point Of Beginning, commence at the intersection of the Northern right-of-way of Rockdale Industrial Boulevard (a 60-foot right-of-way) with the centerline of Farmer Road (right-of-way width undisclosed) and running thence in a generally Southeasterly direction along said Northern right-of-way line of Rockdale Industrial Boulevard 1,425.8 feet to a 1/2 inch rebar found and the True Point of Beginning, from the True Point of Beginning as thus established and thence leaving said right-of-way line run North 03 degrees 11 minutes 22 seconds East, 420.57 feet to a masonry nail set; thence running South 86 degrees 48 minutes 38 seconds East, 89.70 feet to a 1/2 inch rebar set; thence running North 03 degrees 11 minutes 22 seconds East, 80.15 feet to a 1/2 inch rebar set; thence running South 86 degrees 46 minutes 50 seconds East, 429.80 feet to a 1/2 inch rebar found; thence running South 03 degrees 12 minutes 10 seconds West, 593.49 feet to a 1/2 inch rebar set on the aforementioned Northern right-of-way line of Rockdale Industrial Boulevard; run thence in a generally northwesterly direction along said right-of-way line the following courses and distances: along the arc of a 1,462.39 foot radius curve turning to the left an arc distance of 307.29 feet to a point (said arc being subtended by a chord bearing North 74 degrees 08 minutes 06 seconds West for a chord distance of 306.73 feet); and North 80 degrees 09 minutes 16 seconds West, 221.60 feet to a 1/2 inch rebar found and the True Point of Beginning, being improved property known as 1875 Rockdale Industrial Boulevard according to the present system of numbering in Rockdale County, Georgia.

The above-described property contains 6.2395 acres (271,792) square feet) and is shown as "Tract 1" on, and is described according to, that certain ALTA/ACSM Land Title Survey prepared for Rockdale Industries, Inc. First American Title Insurance Company, First Industrial Financing Partnership, L.P., or its successor, and Nomura Asset Capital Corporation by Loo-Turley & Associates, Inc. (Richard Loo, Georgia R.L.S. No. 2129), dated March 15, 1994, last revised May 19, 1994, which certain Survey is incorporated herein by this reference and made a part hereof.

Together With those easement rights arising under that certain Amended and Restated Reciprocal Easement Agreement (Rockdale County - Wil-Mac) by and between Robert Patillo

Properties, Inc., f/k/a Rockdale Industries. Inc., a Georgia corporation, Glen Burnie Venture, LLC, a Delaware limited liability company and Carlyle/FR Investors, L.L.C., a Delaware limited liability company, dated as of February 27, 2003, filed for record March 18, 2003 at 10:20 a.m., recorded in Deed Book 2617, Page 114, aforesaid Records.

For informational purposes, the street address of the subject property as described above is 1875 NW Rockdale Industrial Blvd., Conyers, Rockdale County, Georgia 30012, having a current Tax APN #0220010022A, according to the present system of numbering in Rockdale County, GA.