

After Recording Return to:
Morris, Manning & Martin, LLP
3343 Peachtree Road, NE, Suite 1600
Atlanta, GA 30326
Attn: Robert L. Rearden, Esq.

CROSS-REFERENCE:
County: DeKalb
Deed Book: 26009; Page: 546

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): Downtown Development Authority
of the City of Chamblee
5468 Peachtree Road
Chamblee, GA 30341
Attn: Chairman

Grantee/Holder with the power to enforce: SLX GRAND Atlanta, LLC
1600 Atlanta Financial Ctr
3300 Peachtree Road, NE
Atlanta, GA 30326
Attn: Lynda J. Hickman

Grantee/Entity with express power to enforce: State of Georgia
Department of Natural Resources
Environmental Protection Division
Response and Remediation Program
2 Martin Luther King Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 3.857 acres of real property located at 5211 Peachtree Boulevard, Chamblee, Dekalb County, GA, f.k.a. 5211 Peachtree Industrial Boulevard, Chamblee, Dekalb County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on December 1, 2016 to the Downtown Development Authority of the City of Chamblee ("DDA"); such conveyance is recorded in Deed Book 26009, Page 546, of the Dekalb County deed records. DDA issued revenue bonds (the "Bonds") on December 30, 2016 in connection with the redevelopment of the Property. Grantee, SLX GRAND Atlanta, LLC, presently leases the Property from DDA in accordance with that certain Lease Agreement, dated as of December 1, 2016 (as amended from time to time, the "Lease Agreement"). Fee simple ownership of the Property will ultimately be transferred from DDA to SLX GRAND Atlanta, LLC upon repayment of the Bonds, which is currently scheduled for December 1, 2034 (or earlier in accordance with the terms of the Lease Agreement). The Property is located in Land Lots 299 and 300 of the 24th District of Dekalb County, Georgia.

The tax parcel of the Property is tax parcel ID number 18-299-13-005 of Dekalb 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 DDA, SLX GRAND Atlanta, 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 an environmental response performed and/or being performed at the 5211 Peachtree Industrial Boulevard site. 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, Jr. Drive SE
 Suite 1054, East Tower
 Atlanta, Georgia 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) and 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

Pursuant to the Lease Agreement, DDA has granted SLX GRAND Atlanta, LLC sole and exclusive possession of the Property (subject to certain rights of DDA), and SLX GRAND Atlanta, LLC shall provide reasonable access to authorized representatives of EPD and Grantor to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, SLX GRAND Atlanta, 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, on behalf of Grantor, SLX GRAND Atlanta, 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, on behalf of Grantor, SLX GRAND Atlanta, 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. DDA holds fee simple title to the Property.
- B. DDA has the authority to enter into this Environmental Covenant.
- C. 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 by SLX GRAND Atlanta, LLC, on behalf of Grantor, on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.
- D. Pursuant to the Lease Agreement, SLX GRAND Atlanta, LLC 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 Grantor or of SLX GRAND Atlanta, LLC that will alter this representation and warranty.
- E. 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 of DDA nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which DDA is a party or by which DDA may be bound.
- F. On behalf of Grantor, SLX GRAND Atlanta, 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.

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).

[SIGNATURE PAGES FOLLOW]

Grantor

DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF CHAMBLEE

(Signature)

Signed in the presence of:

Robert Smith, Chairman

(Signature)
Unofficial Witness (signature)

FIOR PEREZ
Unofficial Witness (print name)

State of Georgia
County of DeKalb

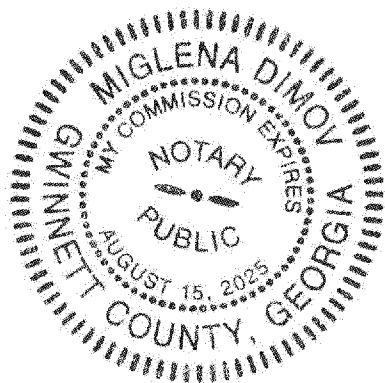
This instrument was signed or attested before
me this 14 day of December, 2021, by

Personally Known
 Produced Identification

Miglena Dimov
Notary Public (Signature)

My Commission Expires: August 15, 2025

(NOTARY SEAL) _____



Grantee

SLX GRAND Atlanta, LLC

Lynda J. Hickman
(Signature)

Lynda J. Hickman,
Authorized Representative

Signed in the presence of:

Alisa Royal
Unofficial Witness (signature)

Alisa Royal
Unofficial Witness (print name)

State of Georgia
County of DeKalb

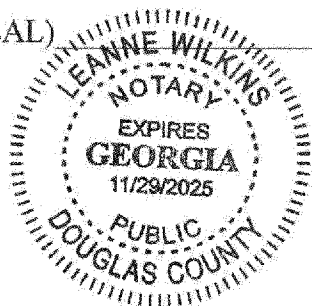
This instrument was signed or attested before
me this ___ day of December, 2021, by
Lynda J. Hickman.

Personally Known
 Produced Identification

Leanne Wilkins
Notary Public (Signature)

My Commission Expires: 11/29/2025

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this ~~1st~~ day of JANUARY, 2022.

[Signature]
(Signature)

[Name]
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Kevin David Seaway
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 7th day of January, 2022 by
[Name].

- Personally Known
- Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: May 8, 2023

(NOTARY SEAL)

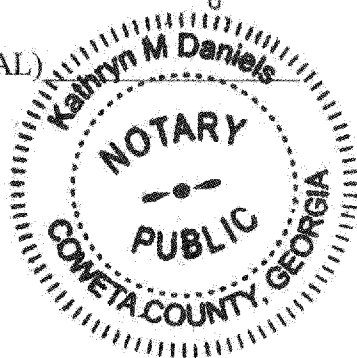


Exhibit A
Legal Description of Property

ALL THAT TRACT or parcel of land lying and being in Land Lots 299 and 300 of the 18th District of DeKalb County, Georgia, being more particularly described as follows:

Beginning at a ½" rebar set at the southeasterly right-of-way of Peachtree Boulevard (150' R/W) and the southwesterly right-of-way of Malone Dr. (60' R/W); thence along the Malone Dr. right of-way S30°55'14"E a distance of 542.45' to a ½" rebar found; thence leaving said right-of-way S59°08'55"W a distance of 329.59' to a ½" rebar set; thence N30°55'53"W a distance of 476.00' to a 1/2" rebar set on the right-of-way of Peachtree Boulevard; thence along said right-of-way N47°34'59"E a distance of 336.43' to THE POINT OF BEGINNING.