

After Recording Please Return to:

Amec Foster Wheeler Environment & Infrastructure
1075 Big Shanty Road, Suite 100
Kennesaw, Georgia 30144
Attn: Rhonda Quinn

CROSS REFERENCE TO:
Deed Book 62 Page 376 and
Deed Book 325 Pages 81-82 and
Plat Book 2 Page 255
Jefferson County, Georgia Records

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor: Thermo King Corporation
314 West 90th Street
Minneapolis, Minnesota 55420

Grantee/Holder: Thermo King Corporation
314 West 90th Street
Minneapolis, Minnesota 55420

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 Tower
Atlanta, GA 30334-9000

Parties with interest in the Property:
Property: Georgia Power Company
Environmental Affairs
Bin 10221
241 Ralph McGill Boulevard, NE
Atlanta, Georgia 30308-3374

GEORGIA JEFFERSON COUNTY
OFFICE OF CLERK OF SUPERIOR COURT
FILED FOR RECORD 6-17-2016
AT 10:30 O'CLOCK A.M.
RECORDED 6-17-2016 IN
Deed BOOK 550 PAGE 410-427
Kathryn Woodard DEPUTY CLERK

The property subject to this Environmental Covenant is the Thermo King Corporation (hereinafter "Property"), located on 1430 Highway 24 East in Louisville, Jefferson County, Georgia. These tracts of land was conveyed on January 18, 1965 from the Draper Corporation to Thermo King Corporation recorded in Deed Book 62, Page 376 (54.47-acre tract) and on July 24, 2002 from Mrs. Ethel B. (Mrs. R.H. Jr) Clark to Thermo King Corporation recorded in Deed Book 325, Pages 81-82 and on Plat Book 2, Page 255 (56.00-acre tract), Jefferson County Records. The area is located on Parcel 0090 024 of the 82th GMD District of Jefferson County, Georgia. Louisville, GA is not in the Land Lot system. Property is a total of 110.47 acres zoned industrial, bounded on the North by Georgia Highway 24 East, on the East by properties owned by Lizzie Quarterman, Tommie Quarterman, David Quarterman, and Mary Clark, bounded on the South by other property owned by Mary Clark and

bounded on the West by Industrial Development Corporation of Louisville, Inc. A complete legal description of the area is attached as Exhibit A and maps of the area are attached as Exhibit B.

Tax Parcel Number(s):

0090 024 of Jefferson County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s]:

- Voluntary Remediation Plan and Application Fee and Addendum Pursuant to the Georgia Voluntary Remediation Program Act, Thermo King Corporation – Louisville, Georgia, HSI Site # 10702, dated January 29, 2010, March 18, 2010, and December 22, 2010.
- 2016 VRP Compliance Status Report (CSR) and future additions to the CSR
- Operation and Maintenance Plans and Schedules for Inspection of Engineering Controls
- VRP Status Reports

These documents are available at the following location:

Georgia Environmental Protection Division
 Response and Remediation Program
 2 MLK Jr. Drive, SE, Suite 1054 East Tower
 Atlanta, GA 30334
 M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory 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.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Thermo King Corporation, its successors and assigns, Thermo King Corporation, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter “EPD”), its successors and assigns. This Environmental Covenant is required because a release of Volatile Organic Compounds (VOCs): Trichloroethene; cis-1,2-Dichloroethene; 1,1-Dichloroethene; 1,4-Dioxane; 1,1,1-Trichloroethane; Tetrachloroethene, and Toluene occurred on the Property. Trichloroethene; cis-1,2-Dichloroethene; 1,1-Dichloroethene; 1,4-Dioxane; 1,1,1-Trichloroethane; Tetrachloroethene, and Toluene are “regulated substances” as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter “HSRA” and “Rules”, respectively). The Corrective Action consists of the installation and maintenance of engineering controls. To control/preclude the surface expression of those seeps where VOC concentrations exceed In-stream Surface Water Quality Criteria (ISWQC), a rip-rap cover has been placed to create an exposure barrier to the seep water. Also, the building floor slab has been designated as an exposure barrier to the area of the underlying impacted soils. Future operations that require penetration of that designated floor slab area will be conducted using a health

and safety plan prepared specifically for the proposed barrier affecting activity. Institutional controls (deed restrictions) will be used to restrict use of site groundwater and to maintain the building floor slab and rip-rap cover exposure barriers to protect human health and the environment. Institutional controls and sub-slab vapor mitigation/remediation measures may also be used to control exposure to vapor intrusion, if warranted, based on sub-slab soil gas and/or indoor air data.

Grantor, Thermo King Corporation (hereinafter "Thermo King Corporation"), hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the Thermo King Corporation and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Thermo King Corporation makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of Thermo King Corporation and EPD and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Thermo King Corporation or its successors and assigns, Thermo King Corporation or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. **Registry.** Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. **Notice.** The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
3. **Notice of Limitation in Future Conveyances.** Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.

4. Monitoring. As set forth in the Voluntary Remediation Plan Groundwater samples will be collected from designated monitoring wells and analyzed for site-specific VOCs for a monitoring period of at least 5 years. Water samples will be collected from designated seeps and from designated surface water locations in Manson Branch and analyzed for site-specific VOCs for a monitoring period of at least 5 years.
5. Periodic Reporting. Following the effective date of this Environmental Covenant, the Owner shall submit to EPD status reports as specified in the schedule presented in the Voluntary Remediation Plan, dated December 22, 2010 and per EPD's March 10, 2011 approval letter accepting the site into the Voluntary Remediation Program.
6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Jefferson County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, activities that are prohibited, if appropriate – for example, in the capped areas include, but are not limited to the following: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork. If the slab is removed or its current configuration changed, a risk assessment would be required for those areas left uncovered to evaluate if there are potential site users' exposure that exceed the current Georgia EPD regulatory guidance/thresholds. A further evaluation of contaminants leaching to groundwater would also be required. Should the use or potential redevelopment/expansion in enclosed structures(s) on the property occur, the potential for vapor intrusion from VOCs in sub-slab soil gas and/or indoor air shall be reassessed. Should it be concluded that the potential risk to onsite users under the land use restrictions as specified above is above the current Georgia EPD regulatory guidance/thresholds, a vapor mitigation/remediation system or barrier shall be installed and maintained.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
8. Permanent Markers. Permanent markers on each side of the Property shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.
9. Right of Access. In addition to any rights already possessed by EPD and/or the Thermo King Corporation, the Owner shall allow authorized representatives of EPD and/or Thermo King Corporation the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
10. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) Thermo King Corporation, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.

11. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*
12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
13. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the 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;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
 Branch Chief
 Land Protection Branch
 2 Martin Luther King Jr. Drive SE
 Suite 1054 East Tower
 Atlanta, GA 30334-9000

Ingersoll Rand Company
 800-E Beaty Street
 Davidson, NC 28036
 Attn: Michael Goldstein

Thermo King Corporation
 314 West 90th Street
 Minneapolis, MN 55420
 Attn: David Long

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 15 day of October, 2015

Signed, sealed, and delivered in the presence of: **For the Grantor/Grantee/Holder:**

[Signature]
Unofficial Witness (Signature)

Thermo King Corporation
Name of Grantor (Print)

Mike Zaleski
Unofficial Witness Name (Print)

[Signature]
Grantor's Authorized Representative: (Signature)

314 W. 90th Street
Bloomington mn 55420
Unofficial Witness Address (Print)

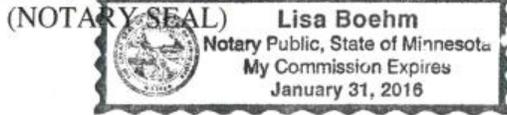
Raymond Pittard
Authorized Representative Name (Print)

[Signature]
Notary Public (Signature)

President
Title of Authorized Representative (Print)

My Commission Expires: 1-31-16

Dated: 10-15-15



Signed, sealed, and delivered in the presence of:

**For the State of Georgia
Environmental Protection Division:**

[Signature]
Unofficial Witness (Signature)

[Signature] (Seal)

Doralyn S. Kirkland
Unofficial Witness Name (Print)
ste 1456
2 Martin Luther King Jr Dr
Unofficial Witness Address (Print) ATL 30334

Judson H. Turner
Director

[Signature]
Notary Public (Signature)

My Commission Expires: 5/18/2019

Dated: 5/20/2010
(NOTARY SEAL)



CORPORATE AUTHORIZATION

SECRETARY'S CERTIFICATE

The undersigned as the duly qualified and acting Assistant Secretary of Thermo King Corporation (the "Company"), in connection with this Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* for the real property located on 1430 Highway 24 East in Louisville, Jefferson County, Georgia, does hereby certify (in his capacity as an officer of the Company and not in his individual capacity) as follows:

1. The undersigned is the duly elected, qualified and incumbent Assistant Secretary of the Company and is authorized to execute and deliver this Certificate in the name of and on behalf of the Company.

2. The following person is, as of the date hereof, an executive of the Company, holds the position specified next to his name; and has been duly authorized (in his capacity as an executive of the Company and not in his individual capacity) to bind the Company to the Environmental Covenant for the property located on 1430 Highway 24 East in Louisville, Jefferson County, Georgia, including the authority to grant interest in real property:

NAMETitle

Raymond D. Pittard

President, Thermo King Corporation

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by its duly authorized Assistant Secretary this the 8th day of October, 2015.

William O'Driscoll
Thermo King Corporation, Assistant Secretary

Exhibit A
Legal Description

ABBOT, MURPHY AND HARVEY, P.C.

ATTORNEYS AND COUNSELLORS AT LAW
 190 EAST SEVENTH STREET
 POST OFFICE BOX 31
 LOUISVILLE, GEORGIA 30434
 TELEPHONE (478) 625-7281
 FACSIMILE (478) 625-8200
 EMAIL JMURPHY_AMHLAW@BELLSOUTH.NET

JOHN R. MURPHY III

W. WRIGHT ABBOT (1892-1969)
 JAMES C. ABBOT (1926-1997)
 FRED K. HARVEY, JR. (1944-2006)

December 6, 2010
 By Email and Regular Mail

Mr. David A. Kolb
 ESH and Facility Manager
 Thermo King Corporation
 1430 Highway 24 East
 Louisville, GA 30434

CERTIFICATE OF TITLE
 Property Of
 THERMO KING CORPORATION

All that tract or parcel of land, together with all improvements located thereon, lying and being in the 82nd GMD, Jefferson County, Georgia, containing **110.47 acres**, more or less, fronting to the North on Georgia Highway 24, slightly East of the City of Louisville, and being bounded now or formerly as follows: On the East by property of Lizzie Quarterman, property of Tommie Quarterman, property of David Quarterman, and property of Mary Clark; on the South by property of Mary Clark; on the West by property of Industrial Development Corporation of Louisville; and on the North by Georgia Highway 24. Said property is composed of that certain **54.47-acre** tract which is shown as PARCEL 2 on plat of survey by Frank J. Ford, Surveyor, dated June 14, 1961, and recorded in Deed Book 62, Page 376, Jefferson County Records; and that certain **56.00-acre** tract which appears on plat of survey by Surveying Solutions, Inc., Jeffrey L. Nipper, Georgia Registered Land Surveyor No. 2736, dated June 27, 2002, revised July 2, 2002 and July 3, 2002, and recorded in Plat Book 2, Page 255, Jefferson County Records. Reference is made to each of said recorded plats for a fuller and more particular description.

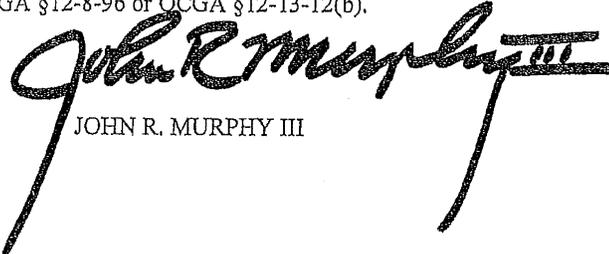
This is to certify that I have conducted an examination of the public records of Jefferson County, Georgia, as correctly indexed, regarding the property described above, and BASED UPON SUCH EXAMINATION, it is my opinion that the marketable, fee simple title to the aforesaid property is vested in THERMO KING CORPORATION.

Such fee simple title, however, is subject to the following liens, restrictions, easements, objections and other exceptions, to-wit:

1. Statutory liens of general contractors, sub-contractors, materialmen, mechanics or laborers, of which no notice appears of record. If any improvements have been placed on this property within the past 90 days, proof is required that all bills of labor and materials have been paid in full.
2. Any encroachments, easements, measurements, party walls or other facts which a current, correct survey of the premises would show.
3. Rights, if any, of parties who may be in possession under claims not appearing of record, or other matters not of record, including any rights or claims in appliances or personal property attached or unattached to the real estate or buildings, forgery, insanity, or minority of a maker.
4. All zoning laws, ordinances or regulations, and all governmental regulations of the use and occupancy of the above-described property, including the regulation of the land or any building or structure thereon, or the effect of any violation of any such zoning laws, ordinances or regulations.

Mr. David A. Kolb
Thermo King Corporation
December 6, 2010
Page 2

5. This property does not lie within a planned unit development or a condominium.
6. This property is identified on the Jefferson County Tax Digest as Parcel 024 on Map 0090, and is returned as a 110.46-acre parcel, billed to Thermo King Corporation. (Please note the 0.01-acre discrepancy). The 2010 property taxes and the 2010 inventory and equipment taxes are now due and payable, but have not yet been paid. The due date is December 20.
7. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated November 8, 1967, and recorded in Deed Book 74, Page 436, Jefferson County Records.
8. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated April 9, 1968, and recorded in Deed Book 76, Page 538, Jefferson County Records.
9. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated April 1, 1971, and recorded in Deed Book 90, Page 269, Jefferson County Records.
10. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated August 16, 1972, and recorded in Deed Book 95, Page 399, Jefferson County Records.
11. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated November 14, 1972, and recorded in Deed Book 95, Page 409, Jefferson County Records.
12. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated October 17, 1973, and recorded in Deed Book 101, Page 211, Jefferson County Records.
13. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated January 23, 1974, and recorded in Deed Book 103, Page 222, Jefferson County Records.
14. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated February 9, 1989, and recorded in Deed Book 171, Page 283, Jefferson County Records.
15. Power Line (Service) Easement from Thermo King Corp to Georgia Power Company, dated January 31, 1990, and recorded in Deed Book 177, Page 137, Jefferson County Records.
16. The subject property is not listed on the Federal National Priorities List pursuant to CERCLA (42 U.S.C. §9601). The public records do not show that the property is currently affected by any order or directive by the Federal Environmental Protection Agency or the Environmental Protection Division of the Georgia Department of Natural Resources.
17. There have been no liens filed on the public records of Jefferson County, Georgia, affecting the subject property, pursuant to OCGA §12-8-96 or OCGA §12-13-12(b).


JOHN R. MURPHY III

cc: Ms. Rhonda Quinn

176

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCHESTER

Warranty Deed

THIS INDENTURE made this 18th day of January, 1965, by and between DRAPER CORPORATION a corporation of the State of Maine, with principal offices at Hopedale, Massachusetts, of the First Part, and THERMO KING CORPORATION, a corporation of the State of Delaware, the principal offices at Bloomington, Minnesota, of the Second Part:

WITNESSETH: That the said Party of the First Part, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, in hand paid, at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Party of the Second Part, its successors and assigns, all the following described property, to-wit:

All that tract or parcel of land situate, lying and being in the 82nd District G.M. of Jefferson County, Georgia, containing Fifty Four and Forty Seven One-hundredths (54.47) acres more or less, being Parcel No. 2 appearing on plat of survey made by Frank J. Ford, Surveyor, dated June 14, 1961, and recorded in the office of the Clerk of Superior Court of Jefferson County, Georgia, in Deed Book 62, page 376, and being bounded on the North by Georgia State Highway 24 leading from Louisville to Waynesboro, Georgia, on the East by property of R. H. Clark, Jr., on the South by property of R. H. Clark, Jr., and on the West by Parcel No. 1 appearing on said plat.

Said premises are conveyed subject to two electric line and pole easements executed by R. H. Clark, Jr., the first being to Georgia Power Company dated July 5, 1949 and recorded in said Office in Deed Book 3-L, Page 513 and the second being to Jefferson County Electric Membership Corporation dated September 20, 1948 and recorded in said office in Deed Book 3-N, page 389.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereto appertaining, to the city proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in FEE SIMPLE, and the said Party of the First Part, the said bargained property above described unto the said Party of the Second Part, its successors and assigns, against the said Party of the First Part, its successors and assigns, and against all and every other person or persons shall and will and does hereby, warrant and forever defend, by virtue of these presents.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand and affixed its seal, and delivered these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Thad R. Jackson

Charles H. Mongeon (N.P. SEAL)
Notary Public



DRAPER CORPORATION (CORP. SEAL)

by James H. Richardson
Financial Vice President

Attest: Robert D. Dauley
Secretary

CERTIFICATION OF VOTE

This certifies that at a regular meeting of the Directors of Draper Corporation, duly held at the office of the corporation in Hopedale, Massachusetts, on November 27, 1964, a quorum being present and acting throughout, the following vote was unanimously passed:

VOTED: That the Financial Vice President, James H. Richardson, be and hereby is authorized and empowered to make, in such form as he shall determine, and to sign, seal, acknowledge and deliver on behalf of the corporation a warranty deed conveying to Thermo King, a Delaware corporation, certain land with buildings thereon located in the 82nd District G.M. of Jefferson County, Georgia, containing 54.47 acres more or less and being the same land conveyed to this corporation by Louisville Chamber of Commerce by deed dated June 14, 1961, and recorded in the office of the Clerk of Superior Court of Jefferson County, Georgia in Deed Book 62, page 387.

I further certify that the deed to which this certificate is attached was prepared and executed in accordance with the authority granted in the above vote and that the land described in said deed is the same land described in said vote.

(CORPORATION SEAL)
Jan. 18, 1965

Robert D. Dauley
Secretary of Draper Corporation

Filed and recorded in office February 4th, 1965
E. J. Smith, Clerk of courts, hm

GEORGIA, JEFFERSON COUNTY

THIS INDENTURE made this 20th day of January, 1965, by and between Jefferson County Electric Membership Corporation, a corporation of Jefferson County, Georgia, Party of the First Part, and Thermo-King Corporation, a corporation of the State of Minnesota, Party of the Second Part,

WITNESSETH

WHEREAS, Party of the Second Part recently purchased the property hereinafter described;

WHEREAS, by instrument dated September 20, 1948, and recorded in the Office of the Clerk of the Superior Court of Jefferson County, Georgia, in Deed Book 3-N, page 389, one R. H. Clark, a predecessor in title, conveyed to Party of the First Part an electric line and pole easement as to property hereinafter described was a part; and,

WHEREAS, Party of the First Part has constructed no lines and poles on said property and does not propose to do so;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars cash in hand paid, receipt whereof is hereby acknowledged, Party of the First Part hereby remises, releases, and forever quitclaims to Party of the Second Part, its successors and assigns, all the right, title and interest, claim or demand Party of the First Part has or may have had in and to the following described property, to-wit:

All that tract or parcel of land situate, lying and being in the 82nd District G.M. of Jefferson County, Georgia, containing Fifty Four and Forty Seven One-hundredths (54.47) acres, more or less, being Parcel No. 2 appearing on plat of survey made by Frank, Ford, Surveyor, dated June 14, 1961, and recorded in the Office of the Clerk of Superior Court of Jefferson County, Georgia, in Deed Book 62, page 376, and being bounded on the North by Georgia State Highway 24, leading from Louisville to Waynesboro, Georgia on the East by property of R. H. Clark, Jr., on the South by property of R. H. Clark, Jr., and on the West by Parcel No. 1 appearing on said plat.

TO HAVE AND TO HOLD the said property to the said Party of the Second Part so that neither the said Party of the First Part nor its successors nor any other person or persons claiming under it shall at any time, by any means, or ways, have, claim or demand any right or title to the aforesaid property or its appurtenances or any rights thereof.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand, affixed its seal and delivered these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary R. Gibson

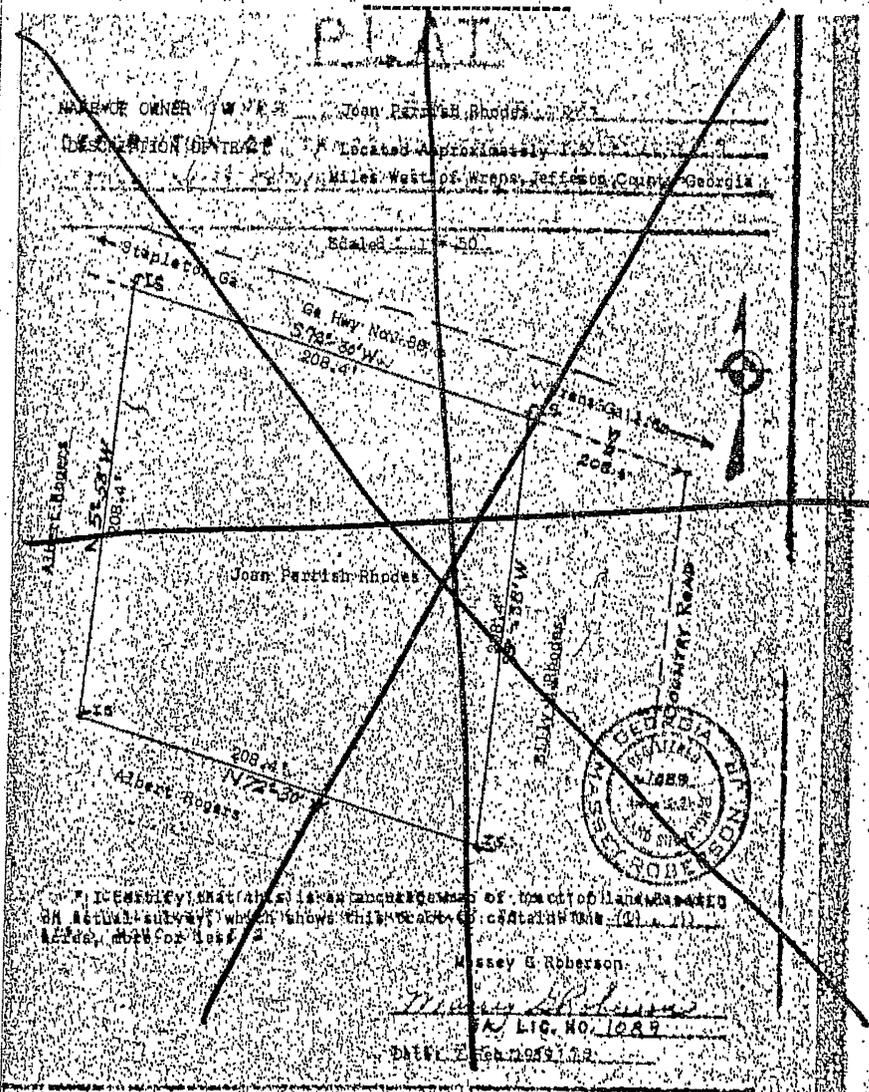
JEFFERSON COUNTY ELECTRIC MEMBERSHIP CORPORATION

By: L. C. Rowland President

Doris W. Stanley, N.P. (N.P. SEAL)
Notary Public
Notary Public, Jefferson County, Georgia
My Commission Expires Jan. 27, 1968

Attest: J. Smith Johnson Secretary

Filed and recorded in office February 4th, 1965
E. J. Smith, Clerk of Court, bm



JEFFERSON COUNTY, GEORGIA
Real Estate Transfer TaxPaid \$ 128.80Date 7-24-02By Bill Proctor
Deputy Clerk of Superior CourtGEORGIA JEFFERSON COUNTY
OFFICE OF CLERK OF SUPERIOR COURTFILED FOR RECORD 7-24 02AT 4:05 O'CLOCK P MRECORDED 7-25 02 INBOOK 325 PAGE 81-82Bill Proctor DEPUTY CLERK

SPACE ABOVE THIS LINE FOR RECORDING DATA

NOTE TO CLERK OF SUPERIOR COURT:

AFTER RECORDING, THIS DOCUMENT

SHOULD BE RETURNED TO:

W. Darr Smith, Esquire

Bunton & Williams

600 Peachtree Street, N.E.

Suite 4100

Atlanta, GA 30308-2216

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF JEFFERSON

THIS INDENTURE, made this 24th day of July, 2002, by and between MRS. ETHEL B. (Mrs. R. H., Jr.) CLARK, of Jefferson County, Georgia, of the First Part (hereinafter called "Grantor"); and THERMO KING CORPORATION, a Delaware corporation, with a place of business in Jefferson County, Georgia, of the Second Part (hereinafter called "Grantee");

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, his heirs and assigns, the following described property:

All that tract or parcel of land lying and being in the 82nd GMD, Jefferson County, Georgia, containing 56.000 acres, and being as appears on plat of survey by Surveying Solutions, Inc., Jeffrey L. Nipper, Georgia Registered Land Surveyor No. 2736, dated June 27, 2002, revised July 2, 2002 and July 3, 2002, and recorded in Plat Book 2, Page 255, Jefferson County Records. Said property fronts to the North on Georgia Highway 24, and is bounded now or formerly as follows: On the East by property of Lizzie Quarterman, property of Tommie Quarterman, and other property of Ethel B. Clark; on the South by other property of

Ethel B. Clark; on the West by other property of Ethel B. Clark and property of Thermo King Corporation; and on the North by Georgia Highway 24. Reference is made to said recorded plat for a fuller and more particular description.

The above-described property is a portion of that 656-acre tract which is described in Warranty Deed from Roger H. Clark, Jr. to Ethel B. Clark, dated October 30, 1964, and recorded in Deed Book 3-Z, Page 519, Jefferson County Records.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, its successors and assigns, forever, in Fee Simple.

AND GRANTOR, for her heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property, unto Grantee, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal, the day and year first above written.

Ethel B. Clark (L.S.)
MRS. ETHEL B. (Mrs. R. H., Jr.) CLARK

Signed, sealed and delivered in the presence of:

John T. Murphy
Unofficial Witness

Martin W. Murphy
Notary Public, State of Georgia
My Commission Expires

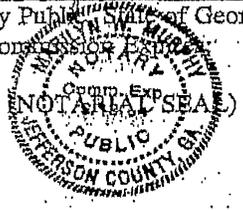
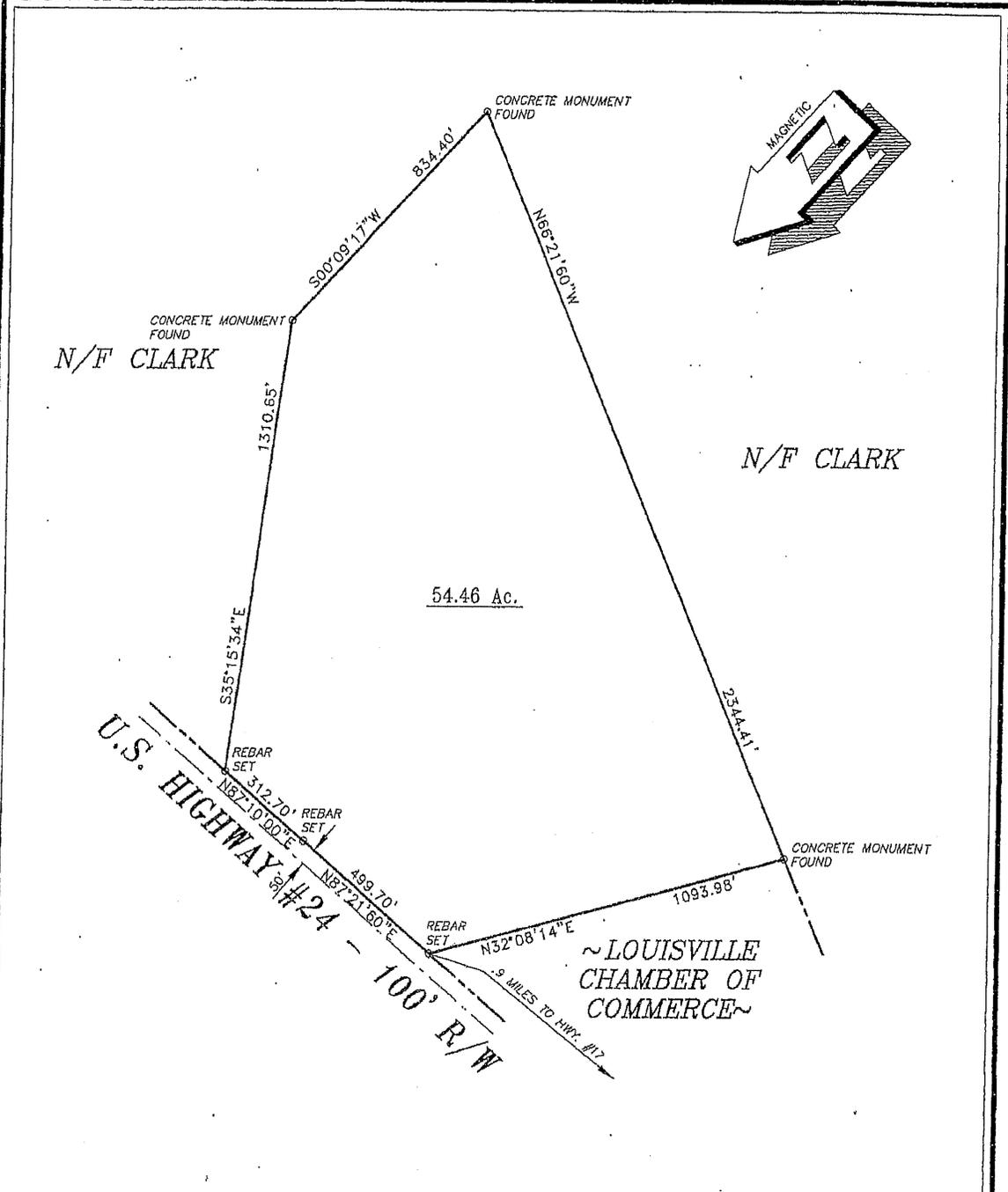


Exhibit B
Property Plats



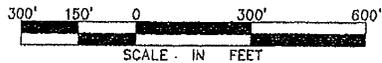
PLAT FOR

THERMO KING FACILITY

308th. G.M.D.

JEFFERSON COUNTY, GEORGIA

SCALE: 1"=300' JULY 26, 2000



TOPCON GTS-3
MAP CLOSURE-1/1,013,138'
OPEN TRAVERSE

THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY
AND PROTECTIVE COVENANTS OF RECORD.

RECORDING COPY



JOHN A. MCGILL, R.L.S. #1753
MCGILL & ASSOCIATES LAND SURVEYORS
934 SHIELDS POND ROAD
THOMSON, GEORGIA 30824
(706) 595-5612

