

After Recording Return to:

Adam G. Sowatzka
Partner
King & Spalding LLP
✓ 1180 Peachtree Street, N.E.
Atlanta, GA 30309-3521

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.* 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:

Solutia Inc.
575 Maryville Centre Drive
St. Louis, MO 63141

Grantee/Holder

Solutia Inc.
575 Maryville Centre Drive
St. Louis, MO 63141

**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:

The property subject to this Environmental Covenant is the property located on 1785 Dixon Airline Road (or may be known as 1705 Dixon Airline Road in the tax records), Augusta, Richmond County, Georgia ("Parcel One") and 1612 Marvin Griffin Road, Richmond County, Georgia ("Parcel Two") (hereinafter collectively referred to as the "Property"). These tracts of land was conveyed on November 7, 2005 from Astaris LLC to Solutia Inc. recorded in Deed Book 1024, Page 253, Richmond County Records. Parcel One is located in the 86th G.M. District of Richmond County, Georgia. Parcel Two is described as "TRACT 'A', 65.20 Acres", on that certain plat dated July 28, 1997, last revised August 8, 1997, prepared by Robert L. Herrington, Jr. for Monsanto Company and recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Realty Reel 583, pages 1850-1853-B and "Tract 'B-2' 17.36 Acres" on a Plat for Astaris, LLC dated September 12, 2000, and

prepared by Robert L. Herrington, Jr., Georgia R.L.S. No. 1621, and recorded in the Office of the Clerk of Superior Court of said County in Realty Reel 702, page 662. A complete legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B. In the event of a conflict between the information contained on Exhibit A and Exhibit B, Exhibit A controls.

Tax Parcel Number(s):

1450178000 (Parcel One) and 1340008010 (Parcel Two).

Name and Location of Administrative Records:

Documents associated with the Property are available for review, by appointment, at the following locations:

Georgia Environmental Protection Division
Land Protection Branch
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 Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Solutia Inc., its successors and assigns, 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 arsenic and other constituents of concern occurred on the Property. Arsenic is considered a "regulated substances" as that term is 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 remaining Corrective Action for the property consists of completing additional monitoring as required by a Consent Order entered into with EPD and implementing institutional controls to protect human health and the environment.

Grantor, Solutia Inc. ("Solutia" or "Grantor"), 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 Grantee 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.

Grantor 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 10; 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 Grantee and EPD, and its successors and assigns and shall be enforceable by the Director or his agents or assigns, Solutia 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) days advance written notice to EPD of the Owner's intent to convey an 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) days 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. Periodic Reporting. By no later than one (1) year following the effective date of this Environmental Covenant, and annually thereafter, the Owner shall submit to EPD an Annual Report providing a certification of non-residential use of the Property and stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.
5. 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 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.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property from the surficial aquifer for drinking water or for any other non-remedial purposes shall be prohibited. The use or extraction of groundwater beneath the Property from the lower aquifers shall be limited to non-potable uses.
7. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.
8. 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) each person holding a recorded interest in the Property subject to the covenant, (2) each person in possession of the real property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
9. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-1 *et seq.*
10. 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.
11. No EPD Interest in Property Created. 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;
- 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 8 above with a copy of the proposed final text 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

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

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

Signed, sealed, and delivered in the presence
of:

Melissa Saylor

Unofficial Witness (*Signature*)

Melissa Saylor

Unofficial Witness Name (*Print*)

200 S. Wilcox Drive

Kingsport, TN 37662

Unofficial Witness Address (*Print*)

Debra Dinsmore

Notary Public (*Signature*)

My Commission Expires: 10/30/2014

For the Grantor:

SOLUTIA INC.

Name of Grantor (*Print*)

P. Edwin Williamson

Grantor's Authorized Representative
(*Signature*)

P. Edwin Williamson

Authorized Representative Name (*Print*)

Vice President, Legal and Assistant Secretary

Title of Authorized Representative (*Print*)

Dated: 8/3/2015

(NOTARY SEAL)



Signed, sealed, and delivered in the presence
of:

Melissa Saylor
Unofficial Witness (Signature)

Melissa Saylor
Unofficial Witness Name (Print)

200 S. Wilcox Drive
Kingsport, TN 37662
Unofficial Witness Address (Print)

Debra Dinsmore
Notary Public (Signature)

My Commission Expires: 10/30/2016

For the Grantee:

SOLUTIA INC.

Name of Grantee (Print)

P. Edwin Williamson

Grantee's Authorized Representative
(Signature)

P. Edwin Williamson

Authorized Representative Name (Print)

Vice President, Legal and Assistant Secretary
Title of Authorized Representative (Print)

Dated: 8/3/2015
(NOTARY SEAL)



Signed, sealed, and delivered in the presence
of:

Dorothy S. Kirkland
Unofficial Witness (Signature)

Dorothy S. Kirkland
Unofficial Witness Name (Print)

2 Martin Luther King Jr Dr
Atlanta GA 30334
Unofficial Witness Address (Print)

Darlene Blunt
Notary Public (Signature)

My Commission Expires: May 18, 2019

For the State of Georgia
Environmental Protection Division:

Judson H. Turner
(Signature)

Judson H. Turner
Director

Dated: 12/11/15

(NOTARY SEAL)



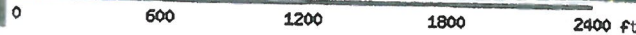
Exhibit A
Legal Description

PARCEL ONE

All that tract or parcel of land, with improvements thereon, situate, lying and being in the 86th G.M. District of Augusta, Richmond County, Georgia, being more particularly shown and designated as "TRACT 'A', 65.20 Acres", on that certain plat dated July 28, 1997, last revised August 8, 1997, prepared by Robert L. Herrington, Jr. for Monsanto Company and recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Realty Reel 583, pages 1850-1853-B. Reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

PARCEL TWO

All that lot, tract or parcel of land, with improvements thereon, situate, lying and being in the County of Richmond, State of Georgia, and being shown and designates as "Tract 'B-2' 17.36 Acres" on a Plat for Astaris, LLC dated September 12, 2000, and prepared by Robert L. Herrington, Jr., Georgia R.L.S. No. 1621, and recorded in the Office of the Clerk of Superior Court of said County in Realty Reel 702, page 662, reference being made thereto for a more particular description as to the exact metes, bounds and location of said lot.



Solutia Parcel 1			
Parcel: 1450178000 Acres: 65.2			
Name:	SOLUTIA INC	Land Value	
Site:	1705 DIXON AIRLINE RD	Building Value	
Sub:		Misc Value	
Mail:	ATTN: CORPORATE TAX PO BOX 511 KINGSPORT, TN 37662	Total Value:	





Solutia Parcel 2			
Parcel: 1340008010 Acres: 17.34			
Name:	SOLUTIA INC	Land Value	
Site:	1612 MARVIN GRIFFIN Rd.	Building Value	
Sub:		Misc Value	
Mail:	ATTN: CORPORATE TAX PO BOX 511 KINGSPORT, TN 37662	Total Value:	

