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600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308-2216

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Andrea L. Rimer
andrea.rimer@troutman.com



March 28, 2018

BY FIRST CLASS MAIL

Kevin Collins
Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive, SE, Suite 1054
Atlanta, Georgia 30334

**Re: Georgia Gulf Sulfur Property, Bainbridge, Georgia
Filed Environmental Covenant**

Dear Kevin:

In accordance with the Uniform Environmental Covenants Act, enclosed is a final copy of the Environmental Covenant for the above-referenced property, filed with the Clerk of Superior Court of Decatur County, Georgia on March 15, 2018.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Rimer".

Andrea L. Rimer

Enclosure

After Recording Return to:

CROSS-REFERENCE: Deed Book: T-15
Page: 509-512

Andrea Rimer
Troutman Sanders LLP

600 Peachtree Street, Suite 5200

Atlanta, GA 30308

Deed

Doc: COVE

Recorded 03/15/2018 11:49AM

FILED IN OFFICE
2018 Mar 15 AM 11:49

CECILIA WILLIS

CLERK OF SUPERIOR COURT
DECATUR COUNTY, GEORGIA

2018-2347

CECILIA WILLIS

Clerk Superior Court, DECATUR County, Ga

Bk **00425**

Pg **0242-0248**

Environmental Covenant

This instrument is an Environmental Covenant executed for the property identified below (hereinafter "the Property") as part of an environmental response project to address regulated substances released into the environment that have migrated onto the Property in the groundwater. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

Fee Owner of Property/Grantor:

Georgia Gulf Sulfur Corporation (hereinafter "Grantor")
c/o Mr. Jerry J. Jennett
CEO
P.O. Box 1165
1729 Dow Street
Valdosta, Georgia 31601

Grantee/Holder:

Georgia Gulf Sulfur Corporation (hereinafter
"Grantee/Holder")
c/o Mr. Jerry J. Jennett
CEO
P.O. Box 1165
1729 Dow Street
Valdosta, Georgia 31601

Grantee/Entity with express power to enforce:

State of Georgia
Department of Natural Resources
Environmental Protection Division (hereinafter "EPD")
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Property Information:

The property subject to this Environmental Covenant is located at 1300 Spring Creek Road in Bainbridge, Decatur County, Georgia (hereinafter "Property"). This tract of land was conveyed on June 19, 1989 from Decatur County-Bainbridge Industrial Development Authority to Georgia Gulf Sulphur Corporation (now Georgia Gulf Sulfur Corporation) recorded in Deed Book T15, Pages 509-512, Decatur County Records. The Property is located in Land Lot 372 of the 15th District of Decatur County, Georgia. A complete legal description of the Property is attached as Exhibit A.

Tax Parcel Numbers B0420011 and B0420010A of Decatur County, Georgia.

Name and Location of Administrative Record:

The administrative record for the environmental response project is identified as Georgia Ports Authority Bainbridge Terminal HSI Site #10071, file #244-0023. This record is available for review 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

Declaration of Covenant:

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Grantor, Grantee/Holder, EPD, and their respective successors and assigns.

Grantor makes the following declaration as to restrictions 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. 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).

Grantor hereby binds Grantor, its successors and assigns to the following activity and use limitation for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the Grantee/Holder and EPD.

Activity and/or Use Limitation

Groundwater Use Limitation. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited.

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.

General Provisions

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 limitation set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.

Access. Grantor shall provide reasonable access to Grantee/Holder or its assigns to verify compliance with the Activity and Use Limitations identified within this Environmental Covenant.

Effective Date. 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).

Benefit. This Environmental Covenant shall inure to the benefit of Grantee/Holder, EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee/Holder 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.

Termination or Modification. This Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-5, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be amended or terminated, as appropriate, in accordance with O.C.G.A. § 44-16-1 *et seq.*

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.

Warranty. Grantor hereby represents and warrants to the other signatories hereto 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 and in accordance with O.C.G.A. § 44-16-1 *et seq.*

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 21st day of December, 2017.

[Signatures on next page]

Environmental Covenant
Georgia Gulf Sulfur
1300 Spring Creek Road,
Bainbridge, Georgia 39817
Page 4

DECATUR COUNTY
Bk 00425 Pg 0245

Signed, sealed, and delivered in the presence of:

E. Monty Caldwell
Unofficial Witness (Signature)

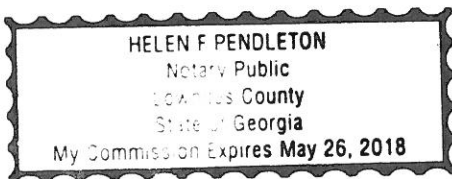
E. Monty Caldwell
Unofficial Witness Name (Print)

1729 Dow Street

Valdosta, GA 31601
Unofficial Witness Address (Print)

Helen F Pendleton
Notary Public (Signature)

My Commission Expires: 5/26/2018



Signed, sealed, and delivered in the presence of:

E. Monty Caldwell
Unofficial Witness (Signature)

E. Monty Caldwell
Unofficial Witness Name (Print)

1729 Dow Street

Valdosta, GA 31601
Unofficial Witness Address (Print)

Helen F Pendleton
Notary Public (Signature)

My Commission Expires: 5/26/2018



For Grantor:

Georgia Gulf Sulfur Corporation

Name of Grantor (Print)
Jerry J. Jewett

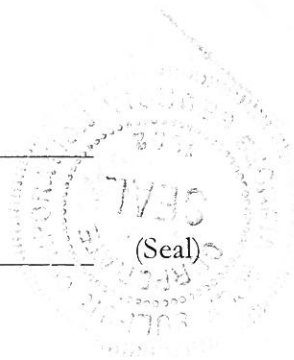
Authorized Representative (Signature)

Jerry J. Jewett
Authorized Representative Name (Print)

CEO
Title of Authorized Representative (Print)

Dated: 12/21/17

(NOTARY SEAL)



For Grantee/Holder:

Georgia Gulf Sulfur Corporation

Name of Grantee/Holder (Print)

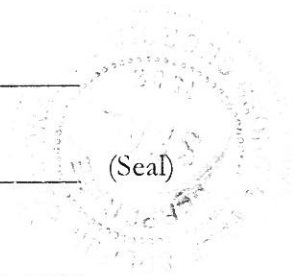
Jerry J. Jewett
Authorized Representative (Signature)

Jerry J. Jewett
Authorized Representative Name (Print)

CEO
Title of Authorized Representative (Print)

Dated: 12/21/17

(NOTARY SEAL)



Environmental Covenant
Georgia Gulf Sulfur
1300 Spring Creek Road,
Bainbridge, Georgia 39817
Page 5

DECATUR COUNTY
Bk 00425 Pg 0246

Signed, sealed, and delivered in the presence of:

For the State of Georgia
Environmental Protection Division:

Tamara C. Fischer

Unofficial Witness (Signature)

Tamara C. Fischer

Unofficial Witness Name (Print)

2 mlk Jr Dr SE Ste 1456

Atlanta GA 30334

Unofficial Witness Address (Print)

Sydney Brogden

Notary Public (Signature)

My Commission Expires: June 15, 2021

R. E. Dunn

(Signature)

(Seal)

Richard E. Dunn
Director

Dated: 7th February 2018

(NOTARY SEAL)



TRACT I

All that tract or parcel of land situate, lying and being in Land Lot No. 372 in the 15th District of Decatur County, Georgia, and more particularly described as follows: Commencing at the Southwest corner of Land Lot No. 372, 15th District, Decatur County, Georgia, (marked by a U.S. Government Monument) then South 88°50'25" East along the South boundary of Land Lot No. 372 a distance of 91.5 feet; thence North 01°45' East a distance of 46.85 feet; thence South 88°06' East a distance of 1,164.8 feet; thence North 45°53' East along the North right-of-way of Georgia State Highway No. 253 a distance of 300.0 feet to a concrete monument and the point of beginning; thence North 44°07' West a distance of 626.2 feet; thence North 45°53' East a distance of 208.7 feet; thence South 44°07' East a distance of 626.2 feet; thence South 45°53' West a distance of 208.7 feet along the North right-of-way of Georgia State Road No. 253 to the point of beginning and being designated as Tract No. 3 as recorded in Plat Book 4, Page 129, Decatur County Deed Records. Being in Land Lot No. 372, 15th District, Decatur County, Georgia, and containing 3.0 acres, designated as Tract No. 3 in a plat recorded in Plat Book 4, Page 129, Decatur County Deed Records.

TRACT II

All that tract or parcel of land situate, lying and being in Land Lot No. 372 in the 15th District of Decatur County, Georgia, and more particularly described as follows: Commencing at the Southwest corner of Land Lot No. 372 in the 15th District of Decatur County, Georgia, (marked by a U.S. Government Monument), run thence South 88°50'25" East along the South boundary of Land Lot 372 a distance of 91.5 feet; thence North 01°45' East 46.85 feet; thence South 88°06' East 1,164.8 feet; thence North 45°53' East along the North right-of-way of Georgia State Highway No. 253 a distance of 508.7 feet to a concrete monument and the point of beginning, which point of beginning is the Southeast corner of that certain tract of land sold by Decatur County, Georgia, to Georgia Gulf Sulphur Corporation on October 7, 1958, as per deed recorded in Deed Book D-7, Page 79-80 of the Deed Records of Decatur County, Georgia, and from said point of beginning, thence run North 44°07' West 626.2 feet; thence run North 45°53' East a distance of 208.7 feet; thence run South 44°07' East 626.2 feet; thence run South 45°53' West 208.7 feet along the North right of way of Georgia State Road No. 253 to the point of beginning. Said tract of land containing three (3) acres, more or less, and being located in Lot of Land No. 372 in the 15th District of Decatur County, Georgia, and being located immediately East of that certain tract of land conveyed to Georgia Gulf Sulphur Corporation and on the North side of State Road No. 253, on October 7, 1958, as per deed recorded in Book D-7, Pages 79-80, Decatur County Deed Records, and a plat of said Georgia Gulf Sulphur Corporation tract being recorded in Plat Book 4, Page 129, in the office of the Clerk of the Superior Court of Decatur County, Georgia.

TRACT III

All of that tract or parcel of land situate, lying and being in the City of Bainbridge, Decatur County, Georgia, and located in Lot of Land No. 372 in the 15th District, containing 3 acres, and more particularly described as follows: To reach the point of beginning commence at a concrete marker at the Southwest corner of Lot of Land No. 372 and thence run South 88°50'25" East a distance of 91.50 feet to an iron pin; thence run North 01°45' East a distance of 46.85 feet to an iron pin; thence run South 88°06' East a distance of 1,164.80 feet to an iron pin on the North right-of-way of Georgia State Highway No. 253; thence run North 45°53' East along the North right-of-way line of Georgia State Highway No. 253 a distance of 300 feet to an iron pin; thence run North 45°53' East along the North right-of-way line of Georgia State Highway No. 253 a distance of 417.40 feet to an iron pin; thence run along the North right-of-way line of Georgia State Highway No. 253 following a one degree curve to the right, an arc distance of 630.0 feet, to an iron pin; thence run North 44°07' West a distance of 207.43 feet to an iron pin; thence run West parallel to the North right-of-way line of Georgia State Highway No. 253, following a one degree curve to the left, having an arc distance of 630.0 feet, to an iron pin; thence run South 44°07' East a distance of 207.43 feet to an iron pin on the North right-of-way line of Georgia State Highway No. 253, and the point of beginning.

Said property is described in accordance with a survey and plat thereof prepared by Wallace Long Hambrick, Georgia Registration No. 1375, and dated September 29, 1976.