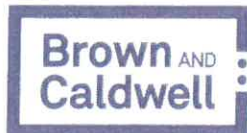


990 Hammond Drive, Suite 400
Atlanta, Georgia 30328

T: 770.394.2997

F: 770.396.9495



June 30, 2017

Mr. Allan Nix
Georgia Environmental Protection Division
Response and Remediation Program Release Notification Unit
2 Martin Luther King Jr. Drive, SE; Suite 1462
Atlanta, Georgia 30334

16-145686-030

Subject: Recorded Environmental Covenant for Airgas Refrigerants, Inc. Property
3051 Olympic Industrial Drive, Smyrna, Georgia
Former Diversey/Olympic Manufacturing Site, Smyrna, Georgia
HSI Site 10435

Dear Mr. Nix:

Please find enclosed the file-stamped copy of the executed and recorded Environmental Covenant for the subject property. A file-stamped copy of the environmental covenant has also been sent to the Grantor, the Grantees, the county in which the property subject to the covenant is located, and the owners of each property that abuts the property subject to the covenant.

If you have any questions regarding this Site, please do not hesitate to call me at (770) 673-3630.

Very truly yours,

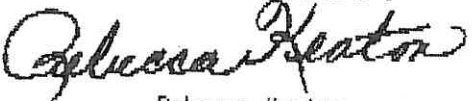
Brown and Caldwell

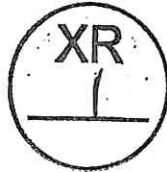
A handwritten signature in cursive script that reads "Trish Reifenger".

Trish Reifenger, P.E.
Project Manager

PCR:pcr

cc: Kirby McCalister, Hillshire Brands c/o Tyson Foods, Inc.
Benjamin Moline, P.E., Rathon Corp.
Harvey M. Sheldon, Hinshaw & Culbertson LLP
Ryan Smallwood, Airgas Refrigerants, Inc.


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.



Environmental Covenant
3051 Olympic Industrial Drive, Smyrna, Georgia
Tax Parcel Numbers: 17096200150 and 17096200220
Page 1

CROSS-REFERENCE: Deed Book: 15087
Page: 1168

After Recording Return to:

Trish Reifenberger, P.E.
Brown and Caldwell
990 Hammond Drive, Atlanta, GA 30328
(770) 673-3630
TReifenberger@Brwnclald.com

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:

Airgas Refrigerants, Inc., a Delaware corporation
("Airgas" or Grantor)
c/o Silvia Doppel
Real Estate Manager
259 N. Radnor Chester Rd, Suite 100
Radnor, PA 19087

Grantee/Holder:

The Hillshire Brands Company ("Hillshire")
c/o General Counsel
400 South Jefferson Street
Chicago, IL 60607

and

Rathon Corp. ("Rathon")
1801 California Street, Ste. 400
Denver, CO 80202

Environmental Covenant
 3051 Olympic Industrial Drive; Smyrna, Georgia 30080
 Page 2

**Grantee/Entity with
 express power to enforce:**

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

Parties with interest in the Property: **Airgas**

Property:

The Property subject to this Environmental Covenant ("Property") is the entire site commonly known as 3051 Olympic Industrial Drive, Smyrna, Cobb County, Georgia, owned of record by Airgas Refrigerants, Inc., a Delaware corporation, a legal description of which is attached as Exhibit A hereto and incorporated herein by reference. The Property is located in Land Lots 961 and 962 of the 17th District of Cobb County, Georgia. The Property is approximately 4.38 acres in size, and it is designated by the EPD as the Former Olympic Mfg.-Diversey Site, with Hazardous Site Index (HSI) no. 10435. A complete legal description and tax map are attached as Exhibit A.

Tax Parcel Number(s):

Parcels 17096200150 and 17096200220 in Cobb County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is managed under EPD's Voluntary Remediation Program and is described in the following documents:

- Brown and Caldwell. March 1, 2010. *Voluntary Remediation Program Application. 3051 Olympic Industrial Drive; Smyrna, Georgia*. Prepared for Sara Lee Corporation and Rathon Corp.
- Georgia Environmental Protection Division. May 17, 2010. Letter to Sara Lee Corporation and Rathon Corp. [acceptance into the Voluntary Remediation Program]
- Brown and Caldwell. December 27, 2012. *Voluntary Remediation Program Semiannual Progress Report, Former Olympic Manufacturing/Diversey Site HSI Site No. 10435*. Prepared for The Hillshire Brands Company and Rathon Corp. [includes Final Remediation Plan]
- Brown and Caldwell. June 27, 2013. *Voluntary Remediation Program Semiannual Progress Report, Former Olympic Manufacturing/Diversey Site HSI Site No. 10435*. Prepared for The Hillshire Brands Company and Rathon Corp. [includes groundwater modeling documentation]
- Georgia Environmental Protection Division. November 25, 2013. Letter to Sara Lee Corporation and Rathon Corp. [EPD comments on Voluntary Remediation Program reports].
- Brown and Caldwell. June 24, 2014. *Voluntary Remediation Program Semiannual Progress Report, Former Olympic Manufacturing/Diversey Site HSI Site No. 10435*. Prepared for The Hillshire Brands Company and Rathon Corp.
- Brown and Caldwell. December 23, 2014. *Voluntary Remediation Program Semiannual Progress Report, Former Olympic Manufacturing/Diversey Site HSI Site No. 10435. December 2014*. Prepared for The Hillshire Brands Company and Rathon Corp.

- Brown and Caldwell. June 30, 2015. *Voluntary Remediation Program Semiannual Progress Report, Former Olympic Manufacturing/Diversey Site HSI Site No. 10435*. Prepared for The Hillshire Brands Company and Rathon Corp.
- Brown and Caldwell. December 30, 2015. *Voluntary Remediation Program Progress Report, Former Olympic Manufacturing/Diversey Site HSI Site No. 10435*. Prepared for The Hillshire Brands Company and Rathon Corp.
- Brown and Caldwell. February 29, 2016. *Final Compliance Status Report, Former Olympic Manufacturing/Diversey Site HSI Site No. 10435*. Prepared for The Hillshire Brands Company and Rathon Corp.

These documents are available at the following location in the files for HSI No. 10435:

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 Airgas, its successors and assigns, Hillshire and Rathon, and the EPD), its successors and assigns. This Environmental Covenant is required because a release of tetrachloroethene and/or trichloroethene occurred on the Property. Tetrachloroethene and/or trichloroethene 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 institutional controls (prohibition on the use or extraction of groundwater) to protect human health and the environment.

Grantor, Airgas, 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 Hillshire and Rathon 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.

Airgas 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 Hillshire and Rathon, EPD, Airgas and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Hillshire and Rathon or their successors and assigns, Airgas 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. Annual Evaluation. Annually, by no later than March 30 following the effective date of this Environmental Covenant, Hillshire/Rathon or, in the event of failure by the aforementioned, the Owner shall submit to EPD an Annual Property Evaluation Form, attached to this document as Exhibit B, stating whether or not the groundwater limitation in this covenant is being abided by. The Annual Property Evaluation Form shall also state whether or not potable wells have been installed on impacted neighboring and downgradient properties that have an Environmental Covenant in effect, or whose owners have otherwise agreed not to install potable wells.
5. Groundwater Monitoring. Hillshire/Rathon shall sample and analyze the following wells annually: OW-74A and MW-20 for TCE, and cis-1,2-DCE; MW-9a and MW-9b for chlorobenzene. The wells should be sampled and analyzed for a minimum of 5 years, unless the Director determines that further monitoring is necessary to protect human health and the environment. Test results should be submitted annually and should accompany the annual evaluation form referenced above. Following the fifth annual sampling event, updated groundwater contaminant fate-and-transport model runs should be conducted. Detailed results of the updated model runs should be submitted to EPD along with the test results.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
7. Right of Access. In addition to any rights already possessed by EPD and/or Hillshire and Rathon, the Owner shall allow authorized representatives of EPD and/or Hillshire and Rathon the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, and to determine 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 Hillshire and Rathon 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, Hillshire and Rathon shall also send a file-stamped copy to each of the following: (1) Airgas, (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.
9. 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, 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.*
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 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;

Environmental Covenant
3051 Olympic Industrial Drive; Smyrna, Georgia 30080
Page 6

- 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

The Hillshire Brands Company ("Hillshire")
c/o General Counsel
400 South Jefferson Street
Chicago, IL 60607

Rathon Corp. ("Rathon")
1801 California Street, Ste. 400
Denver, CO 80202

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 8th day of Feb, 2017.

Signed, sealed, and delivered in the presence of:

Dennis Alemayehu
Unofficial Witness (Signature)

Dennis Alemayehu
Unofficial Witness Name (Print)

7755 Cavendish Pl.
Johns Creek, GA 30027
Unofficial Witness Address (Print)

Debra L. Stouffer
Notary Public (Signature)

My Commission Expires: 8/1/2019

Debra L. Stouffer
Notary Public, Gwinnett County, GA
[Signatures continue on next page]
My Commission Expires August 1, 2019

For the Grantor:

Airgas Refrigerants, Inc. a Delaware Corporation

Name of Grantor (Print)

Emmanuel Dupree (Seal)
Grantor's Authorized Representative (Signature)

Emmanuel Dupree
Authorized Representative Name (Print)

President
Title of Authorized Representative (Print)

Dated: 2/8/17
(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

S
Unofficial Witness Name (Print)

Sydney Brogden
2 Martin Luther King Jr. Drive, Suite 1456
Atlanta, GA 30337
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: Jan. 12, 2021

For the State of Georgia
Environmental Protection Division:

[Signature] (Seal)

Richard E. Dunn
Director

Dated: May 22, 2017
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

Stephanie J. Hendricks
Unofficial Witness Name (Print)

20 Retford Drive

Bella Vista, AR 72715
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: April 23, 2018

For Grantee/Holder:

The Hillshire Brands Company

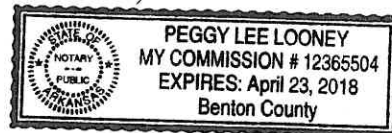
Name of Grantee/Holder (Print)

[Signature] Kevin J. Igli (Seal)
Authorized Representative (Signature)

SVP & Chief Environmental Officer
Tyson Foods, Inc.
Authorized Representative Name (Print)

SVP & Chief Environmental Officer
Title of Authorized Representative (Print)

Dated: March 6, 2017
(NOTARY SEAL)



[Signatures continue on next page]

Signed, sealed, and delivered in the presence of:

For Grantee/Holder:

Rathon Corp.

Name of Grantee/Holder (Print)

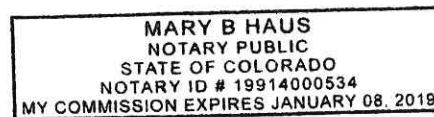
Authorized Representative (Signature)

(Seal)

BEN MOULNE
Authorized Representative Name (Print)

GENERAL MANAGER
Title of Authorized Representative (Print)

Dated: **2.22.17**
(NOTARY SEAL)



[Signature]
Unofficial Witness (Signature)

Nora Pomondon
Unofficial Witness Name (Print)

1801 California St Denver, CO 80202
Unofficial Witness Address (Print)

Mary B Haus
Notary Public (Signature)

My Commission Expires: **01/08/2019**

Exhibit A

Legal Description

Exhibit ALEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 961 and 962 of the 17th District, 2nd Section, of Cobb County, Georgia, being Lots 11 and 12 of Block I as per Plat designated "Section One, Metropolitan Atlanta Industrial Park", made by Hensley-Schmidt, Inc., dated September, 1964, as revised July 7, 1967, and recorded in Plat Book 43, page 92 of the Cobb County records, and being more particularly described as follows:

BEGINNING at the intersection formed by the easterly right of way line of Olympic Industrial Drive (formerly Industrial Boulevard) and the northerly right of way line of Industrial Court; thence extending along the easterly right of way line of Olympic Industrial Drive the following bearings and distances: north 18 degrees 34 minutes 30 seconds east 70.37 feet to an iron pin; north 3 degrees 13 minutes 30 seconds east 85.92 feet to an iron pin; north 4 degrees 29 minutes east 85.63 feet to an iron pin; north 16 degrees 35 minutes 30 seconds east 129.35 feet to an iron pin; north 33 degrees 11 minutes east 158.53 feet to an iron pin located on the southerly right of way line of Georgia Highway No. 3; thence extending along said right of way line of said Highway south 44 degrees 47 minutes 15 seconds east 160.85 feet to an iron pin; thence continuing along said right of way line of said Highway south 57 degrees 54 minutes 30 seconds east 151.29 feet to a mark on the east rail of a spur railroad track; thence extending south 20 degrees 56 minutes east 175.4 feet to an iron pin; thence extending south 17 degrees 40 minutes east 25 feet to an iron pin; thence extending south 43 degrees 37 minutes west for 11.89 feet to an iron pin on the northerly right of way line of Industrial Court; thence extending along said right of way line of Industrial Court north 39 degrees 55 minutes west 79.5 feet to an iron pin; thence continuing along said right of way line of Industrial Court north 47 degrees 26 minutes west 183.32 feet to the point of beginning; being improved property having a building located thereon known as No. 3051 Olympic Industrial Drive, according to the present system of numbering in Cobb County, Georgia, and being the same property shown on a Plat designated "Survey of Property for Max L. Kuniansky", made by James Wm. Dickson, Registered Land Surveyor, dated July 28, 1967.

Exhibit B

Annual Property Evaluation Form

Exhibit B
Annual Property Evaluation Form

Former Olympic Mfg.-Diversey Site, HSI Site No. 10435

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this former HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	If no to 1, provide a written explanation to the EPD within 30 days.		
Groundwater Use On-site	2	Are wells for drinking water or for any other non-remedial purposes installed or in use on the property?		
	2a	If yes to 2, provide a written explanation to the EPD within 30 days.		
Off-Site Groundwater Wells	3	Have potable wells have been installed on impacted neighboring and downgradient properties that have an Environmental Covenant in effect, or whose owners have otherwise agreed not to install potable wells?		
	3a	If yes to 3, provide a written explanation to the EPD within 30 days.		
Property Instruments	4	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them.		
	4a	If no to 4, provide a written explanation (attached) to the EPD within 30 days.		
Inspection	5	Date of inspection:		
	5a	Name of inspector:		
	5b	Photographs showing current land use (attached)		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

 NAME (Please type or print)

 TITLE

 SIGNATURE

 DATE