



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

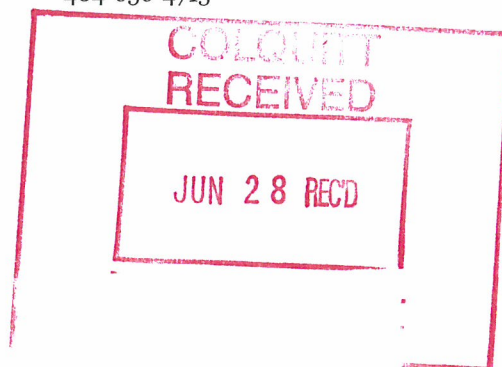
Richard E. Dunn, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

JUN 25 2018

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Birdsong Corporation
Attn: Linda Helms
P.O. Box 565
Colquitt, GA 39837



Re: Executed Uniform Environmental Covenant
Birdsong Peanut
HSI Site No. 10710
608 Main Street
Colquitt, Miller County, Georgia
Tax Parcel # C014-027000

Dear Ms. Helms:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant submitted for the above-referenced property. The fully executed original is enclosed. Within thirty (30) days of receipt, this covenant is to be filed with the clerk of the Superior Court of Miller County and recorded in the clerk's deed records pursuant to O.C.G.A. 44-16-8.

Within thirty (30) days of recording, please submit a file-stamped copy of the covenant to EPD. The submittal should include a certification that the parties named in O.C.G.A. 44-16-7 have also been sent a file-stamped copy. If you have any questions, please contact Robert Marbury at (404) 463-7507.

Sincerely,

Richard E. Dunn
Director

Encl: Fully executed Uniform Environmental Covenant – Parcel C014-027000

c: Solomon Kuckelman, Man Investment Holdings, Inc. (w/o enclosure)
Tim Bradburne, BB&J (w/o enclosure)

File: 154-0003, HSI 10710

GAIL JOHNSON
MILLER COUNTY CLERK OF COURT
B 00251 P 0229-0244

After Recording Return to:
Birdsong Corporation
P.O. Box 565
Colquitt, GA 39837

CROSS-REFERENCE:
Deed Book: _150____
Page: _133____

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act (hereinafter "Act"), O.C.G.A. § 44-16-1, *et seq.* This Environmental Covenant is entered into by Birdsong Corporation, Man Investments Holdings Inc., and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD") and subjects the property identified below to the activity and/or use limitations and other requirements and grants such other rights in favor of EPD and Birdsong Corporation as set forth herein.

Fee Simple Owner/Grantor: Birdsong Corporation
P.O. Box 565
Colquitt, GA 39837

Grantee/Holder with the power to enforce: Birdsong Corporation
P.O. Box 565
Colquitt, GA 39837

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

Persons with Interests other than Fee Simple: Man Investments Holdings Inc.
452 Fifth Avenue, 27th Floor
New York, NY 10018

Property Subject

The property subject to this Environmental Covenant is a portion of the Birdsong Peanut Plant Facility, located on 608 East Main Street in Colquitt, Miller County, Georgia, and further identified by the tax parcel ID number below (hereinafter the

“Property”). This tract was conveyed on March 31, 2000 from Farmers Fertilizer & Milling Co. to Birdsong Corporation recorded in Deed Book 150, Page 133, Miller County Records. The tract is located in Land Lot 152 of the 13th District of Miller County, Georgia.

The Restricted Use Zone (RUZ) at the Property that will be subject to the activity and use limitations described herein is approximately 1.895 acres lying entirely within the Property. A legal description and survey showing the area within the RUZ performed by a licensed surveyor, prepared in accordance with the standards specified by the American Land Title Association, is included in Exhibit A and a map of the RUZ is attached as Exhibit B.

Tax Parcel ID Number: C014 027000 of Miller County, Georgia

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to O.C. G.A. §§ 44-16-5(a) and 44-16-9(a), 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 in the Act. Thus, this Environmental Covenant shall be binding upon Birdsong Corporation, Man Investments Holdings Inc., and all successors, assigns and transferees of any interest in the portion of the Property containing the RUZ or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the area within the established RUZ that arise under corrective action performed and/or being performed at the Birdsong Peanut (formerly known as Farmers Fertilizer & Milling Co.) site, Hazardous Site Inventory No. 10710. Records pertaining to this corrective action are available at the following location(s):

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

Birdsong Corporation
Attn: Linda Helms
P.O. Box 565
Colquitt, GA 39837

The Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence within the area of the established RUZ 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 Environmental Covenant is required because a release of tetrachloroethene (PCE), chromium, cadmium, and selenium to groundwater occurred on the Property within the area of the established RUZ. PCE is a “regulated substance” 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 initially consisted of in-situ chemical oxidation to remediate PCE which resulted in the release of oxidized trivalent chromium (Cr^{+3}) present in the groundwater into hexavalent chromium (Cr^{+6}), thereby creating groundwater exceedances of Cr^{+6} in the southwestern portion of the Subject Property within the former chemical injection area. Subsequent corrective action consisted of the establishment of institutional controls prohibiting the use or extraction of groundwater within the RUZ at the Property to protect human health and the environment.

Activity and Use Limitations and Other Requirements Arising under Corrective Action

The portion of the Property within the established RUZ is subject to the following activity and/or use limitations and other requirements arising under the corrective action:

Use Limitations

Real Property

The area within the established RUZ 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 or within the established RUZ at 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.

Groundwater

The use or extraction of groundwater beneath the portion of the Property within the established RUZ for drinking water or for any other non-remedial purposes shall be prohibited.

Other

N/A

Other Requirements

Periodic Reporting

Annually, by no later than July 30 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report in the format attached hereto as Exhibit C stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

Notice of Limitations and Requirements in Future Conveyances

Each instrument hereafter conveying any interest in the Property (or any portion thereof) shall include a statement that a portion of the Property is subject to this Environmental Covenant, a copy of the Environmental Covenant and the location in the Deed Records where this Environmental Covenant is recorded.

Notice to EPD of Future Conveyances.

Within thirty (30) days after each conveyance of a fee simple interest in the portion of the Property containing the RUZ or any portion thereof, a notice shall be sent to EPD and Birdsong Corporation. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.

Notice of Change in Use.

The owner of the Property must provide to EPD thirty (30) days' advance written notice the owner's intent to change the use of that portion of the Property within the established RUZ, to apply for a building permit for construction at the portion of the Property within the RUZ, or to perform any site work that will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to O.C.G.A. § 44-16-6, 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 and Enforcement

Authorized representatives of EPD and/or Birdsong Corporation shall have the right to enter the Property at reasonable times in connection with implementation, compliance and/or enforcement of this Environmental Covenant. This Environmental Covenant shall be enforceable by EPD, Birdsong Corporation 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, Birdsong Corporation 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. Within thirty (30) days after recording of the Environmental Covenant, Birdsong Corporation shall send a stamped copy of the recorded Environmental Covenant to EPD and to each of the following: (1) Birdsong Corporation & Man Investments Holdings Inc., (2) each person holding a recorded interest in the Property; (3) each person in possession of the Property; (4) each municipality, county, consolidated government, or other unit of local government in which the Property is located; and (5) each owner in fee simple whose property abuts the Property.

Representations and Warranties by Grantor

Grantor represents and warrants that:

- 1) Birdsong Corporation has the authority and power to enter into this Environmental Covenant, to carry out all obligations hereunder and to grant the rights provided herein;
- 2) Birdsong Corporation is the sole owner of the Property and holds fee simple title;
- 3) All persons with existing interests other than fee simple in the Property have been identified; the type and status of their interests have been determined; for those interests where the type and/or status make it necessary, the person's agreement to 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;
- 4) This Environmental Covenant does not 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;
- 5) This Environmental Covenant does not violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Grantor is a party or by which Grantor may be bound; and
- 6) 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 has been served on Man Investments Holdings Inc.; each person holding a recorded interest in the Property; each person in possession of the Property; each municipality, county, consolidated government, or other unit of local government in which the Property is located; and each owner in fee simple whose property abuts the Property.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division
Response and Remediation Program
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

With a copy to:

Birdsong Corporation
P.O. Box 565
Colquitt, GA 39837

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 competence 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).

Grantor has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 29 day of MARCH, 2018.

Signed, sealed, and delivered in the presence of:

For the Grantor:

Maria L Wiatt

Unofficial Witness (*Signature*)

Birdsong Corporation

Name of Grantor (*Print*)

(Seal)

maria L Wiatt

Unofficial Witness Name (*Print*)

[Signature]

Grantor's Authorized Representative
(*Signature*)

612 Madison Ave, Suffolk VA
23434

Unofficial Witness Address (*Print*)

STEPHEN L. Huber

Authorized Representative Name (*Print*)

[Signature]

Notary Public (*Signature*)

CFO

Title of Authorized Representative (*Print*)

Dated: 3-29-18

My Commission Expires: Dec 31, 2018

(NOTARY SEAL)



Grantee has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 29 day of MARCH, 2018.

Signed, sealed, and delivered in the presence of:

For the Grantee:

Maria L. Wiat

Unofficial Witness (*Signature*)

Birdsong Corporation

Name of Grantee (*Print*)

(Seal)

Maria L. Wiat

Unofficial Witness Name (*Print*)

[Signature]

Grantee's Authorized Representative (*Signature*)

612 Madison Ave, Suffolk, VA 23434

STEPHEN L. Huber

Authorized Representative Name (*Print*)

Unofficial Witness Address (*Print*)

CFO

Title of Authorized Representative (*Print*)

Thelma Paige Hill

Notary Public (*Signature*)

Dated: 3-29-18

My Commission Expires: Dec 31, 2018

(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

For the State of Georgia
Environmental Protection Division:

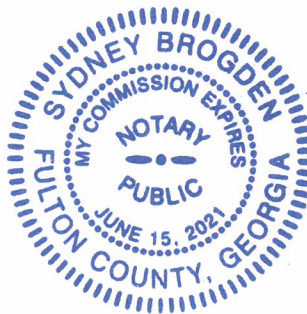
Tamara C. Fischer
Unofficial Witness (Signature)

Tamara C. Fischer
Unofficial Witness Name (Print)

2 MLK JR DR Ste 1456 East Tower
Atlanta GA 30334
Unofficial Witness Address (Print)

Sydney Brogden
Notary Public (Signature)

My Commission
Expires: June 15, 2021



(Seal)
Richard Dunn
(Signature)

Richard Dunn
Director

Dated: 6/25/18
(NOTARY SEAL)

Exhibit A
Legal Description and Survey

LEGAL DESCRIPTION

All that tract of land situate, lying and being in Colquitt, Miller County, Georgia and being more particularly described as follows:

Commencing at a 1/2" rebar found at the intersection of the north right of way margin of East Main Street and the east right of way margin of the Seaboard-Coastline Railroad; the POINT OF BEGINNING. Thence North 3 degrees 12 minutes 10 seconds East, along the east right of way margin of the Seaboard-Coastline Railroad, a distance of 162.62 feet to a 1/2" rebar set; thence South 86 degrees 47 minutes 50 seconds East, along the east right of way margin of the Seaboard -Coastline Railroad, a distance of 25.00 feet to a 1/2" rebar set; thence North 3 degrees 12 minutes 10 seconds East, along the east right of way margin of the Seaboard-Coastline Railroad, a distance of 312.80 feet to a 1/2" rebar set; thence South 86 degrees 15 minutes 00 seconds East, a distance of 80.00 feet to a spike set; thence South 29 degrees 08 minutes 00 seconds East, a distance of 172.30 feet to a spike set; thence South 1 degree 33 minutes 50 seconds East, a distance of 320.61 feet to a spike set at the north right of way margin of East Main Street; thence North 89 degrees 14 minutes 50 seconds West, along the north right of way margin of East Main Street, a distance of 224.00 feet to the POINT OF BEGINNING; said described tract containing 1.895 acres, more or less, being located in Land Lot no.152 - 13TH Land District of Colquitt, Miller County, Georgia.

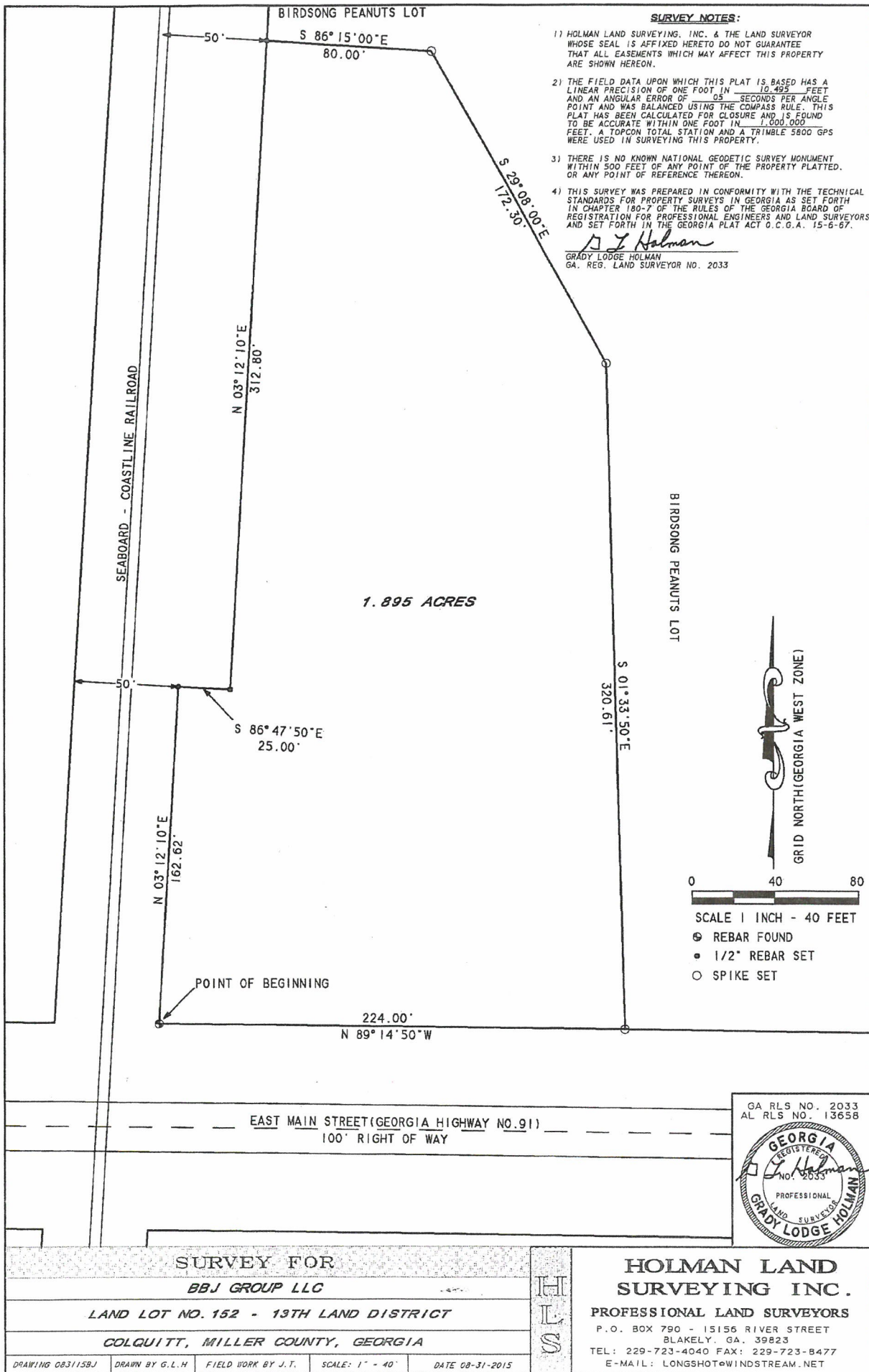


Exhibit B
RUZ Map

Sources: Site reconnaissance performed by Ms. Tracy Dionne of BBJ Group on March 30 and April 1, 2014.
Aerial photograph reviewed on GoogleEarth, dated May 5, 2017.
Site Plan and Groundwater Sample Locations provided by CRA, dated July 13, 2011.



0 75 150 300
Approximate Scale in Feet

Prepared by: PTB / Date: 01-24-2018
Checked by: JTB / Date: 02-19-2018

Birdsong Peanut Plant
608 E Main Street (Hwy 91)
Colquitt, Georgia



Site Plan Showing
Proposed Uniform
Environmental Covenant

Project No. R1507990

Figure 8

Exhibit C
Annual Property Evaluation Form

Birdsong Peanut, HSI Site No. 10710

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 (attached) to the EPD within 30 days.		
Exposure	2	Have the conditions of the Site property and/or surrounding properties been modified such that they would change the exposure determinations pursuant to the Voluntary Remediation Program Compliance Status Report?		
	2a	If yes to 2 provide a written explanation (attached) to EPD within 30 days.		
Exposure	3	Is there any use or extraction of groundwater from beneath the portion of the Property containing the RUZ, or is there any known use or extraction of groundwater from beneath the adjacent Seaboard-Coastline Railroad property or any additional surrounding property, for drinking water or for any other non-remedial purpose?		
	3a	If yes to 3, provide a written explanation (attached) to EPD within 30 days.		
Property Instruments	4	Do all leases or other property instruments for the site subsequent to the HSI listing, if any, 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