



Doc ID: 034012000033 Type: COVE
 Recorded: 08/16/2022 at 11:09:40 AM
 Fee Amt: \$25.00 Page 1 of 33
 Chatham, Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court

BK **2888** PG **180-212**

After Recording Return to:
 Edwin W. King, Jr.
 Dulany Industries, Inc.
 Post Office Box 546
 Savannah, Georgia 31402

CROSS-REFERENCE:
 County:
 Deed Book:
 Page(s):

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.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") and Sulfco, LLC as Grantee and Sulfco, LLC., Grantor as set forth herein.

Fee Simple Owner(s)/Grantor(s): Sulfco, LLC
 PO Box 546
 Savannah, GA 31402

Grantee/Holder with the power to enforce: Sulfco, LLC
 PO Box 546
 Savannah, GA 31402

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

Entity with Interest Other Than Fee Simple/Secured Creditor: PNC Bank, NA
 1075 Peachtree Street, NE
 Suite 1800
 Atlanta, GA 30309

Property Subject

The property subject to this Environmental Covenant is approximately 755 acres of real property located at 100 SeaPoint Boulevard, Savannah, Chatham County, Georgia, which is further identified by the tax parcel ID numbers 1-0122-01-005, 1-0122-01-006, 1-0123-01-002B, and 1-0122-01-003L. The Property was conveyed on September 29, 2017, from Greenfield Environmental Savannah Trust LLC, not individually but solely in its representative capacity as Trustee of the Savannah Environmental Response Trust (“Savannah Trust”), to Sulfco, LLC as recorded in Deed Book 1187, Pages 601, of the Chatham County deed records (the “Savannah Trust-to-Sulfco Deed”). The Property is located in Parcels 1 and 2 in the 5th G.M. District of Chatham County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Figure 1.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, 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 of the Act. This Environmental Covenant shall be binding upon Sulfco, LLC and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed in connection with the State of Georgia’s brownfield program under the Brownfields Act for the Deptford Landfill Tract Site and the Former Tronox Pigments Site, HSI Site Nos. 10179 and 10641. Records pertaining to this corrective action are available at the following EPD location(s):

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

Notice: This Property has been listed on the State’s Hazardous Site Inventory as HSI #10179 and # 10641 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.

Activity and Use Limitations. The Property is subject to the following activity and/or use limitations:

- A. Real Property. Use of the Property shall be limited to nonresidential activities consistent with the Type 4 and Type 5 Risk Reduction Standards (RRS), as applicable, unless it is first demonstrated to EPD’s satisfaction that any other use will not result in exposure of individuals to regulated substances at concentrations greater than applicable RRS. The surveyed Type 4 and Type 5 properties are presented in the attached Figure 1.

- B. Groundwater Limitation. With the exception of wells drawing from the Floridan aquifer, the use or extraction of groundwater for any purpose other than site characterization is prohibited unless conducted pursuant to a plan approved in writing by EPD.
- C. Land Disturbing Activity on the Type 5 property with Engineering Controls. Land disturbing activity is prohibited in the portions of the Property shown as “waste materials left in place and capped” on the attached Figure 2 unless such activities are conducted under the supervision of a qualified environmental professional who reasonably assures: (i) that any engineering controls necessary for the Property to meet applicable risk reduction standards are maintained, restored or replaced with functionally equivalent engineering controls; (ii) that work involved in land disturbing activity in said areas that might encounter contaminated soils or waste material is conducted by personnel trained in procedures under the Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard (29CFR 1910.120), or under any amended or successor rules or regulations that may apply in the future; and (iii) that any such work is conducted according to appropriate site-specific health and safety and materials management plans calculated to assure worker safety. Any waste materials will be managed, characterized, and disposed of in accordance with all local, state, and federal law.

No activity that could reasonably result in exposure to groundwater shall be conducted in the area identified as “potential groundwater risks to construction workers during trenching activities” shown on the attached Figure 3, unless such activity is conducted under the supervision of a qualified environmental professional who reasonably assures that: (i) any such activities are conducted by personnel trained in procedures under the Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard (29CFR 1910.120), or under any amended or successor rules or regulations that may apply in the future; and (ii) any such activities are conducted according to appropriate site-specific health and safety and materials management plans calculated to assure worker safety and that conditions on the Property continue to meet applicable RRS through restoration of existing engineering controls or their functional equivalent. Any waste materials will be managed, characterized, and disposed of in accordance with all local, state, and federal law.

- D. Vapor Intrusion Exposure Pathway Evaluation and Mitigation. No new structures will be occupied within the “vapor intrusion land use control boundary” shown on the attached Figure 3 unless a qualified environmental professional has first determined that occupants will not be exposed to unacceptable risks as measured by methods accepted by EPD, taking into account any vapor mitigation system (e.g. vapor barrier, sub-slab depressurization system, etc.) installed during construction of any such building.
- E. Permanent Markers. Permanent markers that delineate the Type 5 property subject to Type 5 RRSs as specified in Section 391-3-19-.07(10) of the Rules shall be installed at each access point and maintained. Disturbance or removal of any such markers is prohibited.
- F. Groundwater Monitoring. Groundwater monitoring at the site shall be conducted in accordance with a Monitoring Plan approved by EPD and incorporated into the final approved Compliance Status Report and Limitation of Liability issued by EPD (as may be amended from time to time with EPD’s written approval). The official records for this

Property, including the current version of the approved Monitoring Plan, are maintained at the EPD office listed above.

Other Requirements. The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD, Sulfco, LLC, Grantee and Sulfco, LLC, Grantor. 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.
- C. Notice of New Site Activity. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to engage in such new activity on the Property, to apply for a building permit for construction at the Property, or to perform any site work.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, 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 Sulfco, LLC shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples. Pursuant to the Savannah Trust-to-Sulfco Deed, authorized representatives of the Savannah Trust shall have similar rights of access until the EPD approves the final Prospective Purchaser Compliance Status Report under the Georgia Brownfield Act for the Property.

This Environmental Covenant shall be enforceable by EPD, Sulfco, LLC, 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 of EPD, Sulfco, LLC, 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. Upon recording of the Environmental Covenant, Sulfco, LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s). Sulfco, LLC represents and warrants that all of the following are true and correct:

- A. Sulfco, LLC holds fee simple title to the Property.
- B. Sulfco, LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Sulfco, LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Sulfco, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Sulfco, LLC is a party or by which Sulfco, LLC may be bound.
- D. Except for the Secured Creditor who has executed this Environmental Covenant and as disclosed in the Savannah Trust-to-Sulfco Deed which is attached as Exhibit 2 (including, without limitation, reservations and easements described therein), there are no persons with existing interests other than fee simple in the Property.
- E. 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.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Sulfco, LLC served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

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

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

With a copy to:

Sulfco, LLC
PO Box 546
Savannah, GA 31402

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 competent 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

SULFCO, LLC

[Signature]
F. Reed Dulany, III, President

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

EDWIN W. KING, JR
Unofficial Witness (print name)

State of Georgia
County of Chatham

This instrument was signed or attested before
me this 6th day of January 2022, by

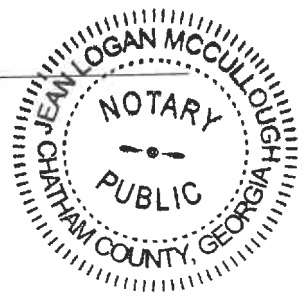
F. Reed Dulany, III

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 12/17/23

(NOTARY SEAL)



Grantee

SULFCO, LLC

[Signature]
F. Reed Dulany, III, President

Signed in the presence of:

[Signature]
Unofficial Witness (*signature*)

EDWIN W. KING, JR
Unofficial Witness (*print name*)

State of Georgia
County of Chatham

This instrument was signed or attested before
me this 6th day of January 2023 by

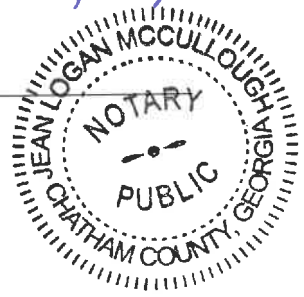
F. Reed Dulany, III

Personally Known
 Produced Identification

[Signature]
Notary Public (*Signature*)

My Commission Expires: 12/17/23

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 3rd day of August, 2022

Ridley
(Signature)

[Name]
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Yvonne Williams
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 3rd day of August, 2022 by
[Name].

Personally Known
 Produced Identification

Jessica Latriail Sp. Cate
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____



Exhibit A
Legal Description of Property

LEGAL DESCRIPTION PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 5th G.M. DISTRICT, CHATHAM COUNTY, GEORGIA, AND BEING DESIGNATED PARCEL 1, CONTAINING 29.4 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY ENTITLED "MINOR SUBDIVISION AND RECOMBINATION SURVEY OF THE FORMER TRONOX PROPERTY", PREPARED BY SUNDIAL LAND SURVEYING, P.C., DATED JULY 21, 2017, CERTIFIED BY MICHAEL A. HUSSEY, GEORGIA REGISTERED LAND SURVEYOR NO. 2509, AND RECORDED IN BOOK 51, PAGE 169, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF PRESIDENT STREET EXTENSION WITH THE EASTERN PRIVATE RIGHT-OF-WAY LINE ELBA ISLAND ROAD, SAID CONCRETE MONUMENT FOUND HAVING GEORGIA STATE PLANE COORDINATES EAST ZONE OF NORTH 753,204.29 FEET AND EAST 1,004,992.86 FEET;

EXTEND THENCE NORTH 12 DEGREES 39 MINUTES 38 SECONDS EAST A DISTANCE OF 236.14 FEET TO AN IRON ROD FOUND; THENCE ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 148.84', (AND BEING SUBTENDED BY A CHORD BEARING NORTH 42 DEGREES 41 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 148.82 FEET) A DISTANCE OF 155.86 FEET ALONG SAID CURVE TO AN IRON ROD SET; THENCE NORTH 72 DEGREES 43 MINUTES 08 SECONDS EAST A DISTANCE OF 238.34 FEET TO AN IRON ROD SET; THENCE NORTH 86 DEGREES 17 MINUTES 08 SECONDS EAST A DISTANCE OF 1992.9 FEET +/- TO A POINT AT THE CENTERLINE OF A CREEK; THENCE IN A SOUTHERLY DIRECTION ALONG SAID CREEK CENTERLINE APPROXIMATELY 1,384 FEET TO A POINT; THENCE NORTH 77 DEGREES 11 MINUTES 29 SECONDS WEST A DISTANCE OF 1629.5 FEET +/- TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION TRACT "A" OF PARCEL 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 5th G.M. DISTRICT, CHATHAM COUNTY, GEORGIA, AND BEING DESIGNATED TRACT "A" OF PARCEL 2, CONTAINING 724.7 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY ENTITLED "MINOR SUBDIVISION AND RECOMBINATION SURVEY OF THE FORMER TRONOX PROPERTY", PREPARED BY SUNDIAL LAND SURVEYING, P.C., DATED JULY 21, 2017, CERTIFIED BY MICHAEL A. HUSSEY, GEORGIA REGISTERED LAND SURVEYOR NO. 2509, AND RECORDED IN BOOK 51 PAGE 169, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE EASTERN PROPERTY LINE OF LANDS OF AMERICAN RED CROSS WITH THE WESTERN PROPERTY LINE OF THIS TRACT "A" OF PARCEL 2, SAID IRON ROD FOUND HAVING GEORGIA STATE PLANE COORDINATES EAST ZONE OF NORTH 753,935.22 FEET AND EAST 1,002,495.90 FEET;

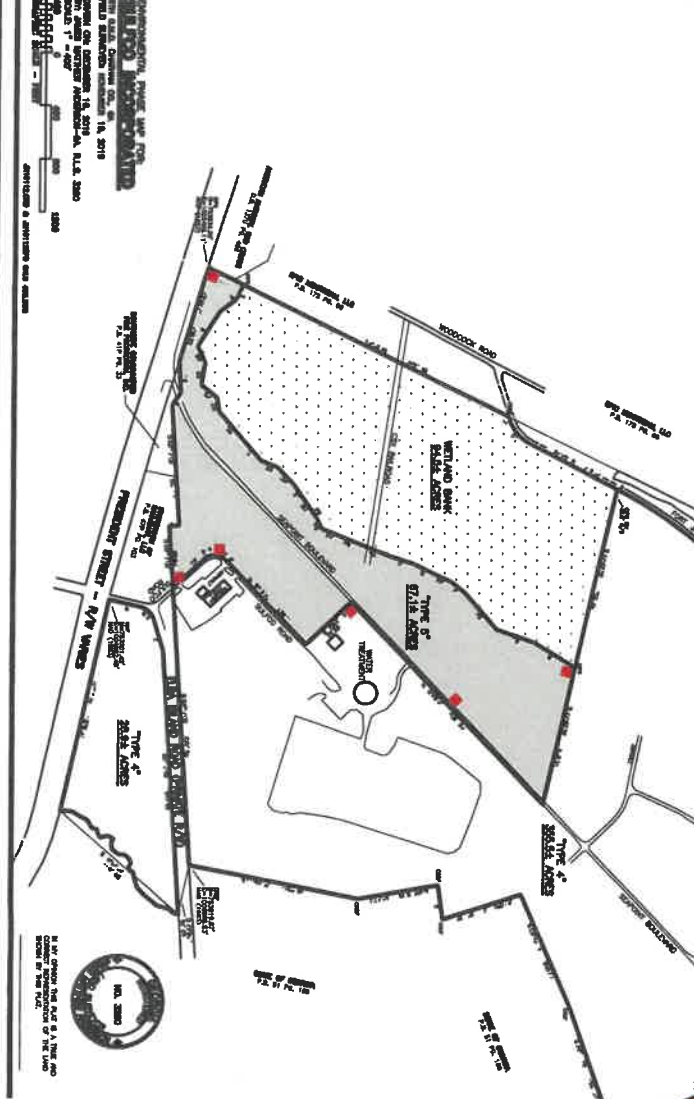
EXTEND THENCE NORTH 25 DEGREES 56 MINUTES 47 SECONDS EAST A DISTANCE OF 2510.75 FEET TO A POINT; THENCE NORTH 72 DEGREES 21 MINUTES 31 SECONDS EAST A DISTANCE OF 24.81 FEET TO AN IRON ROD SET; THENCE ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00', (AND BEING SUBTENDED BY A CHORD BEARING NORTH 49 DEGREES 52 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 229.50 FEET) A DISTANCE OF 236.50 FEET ALONG SAID CURVE TO AN IRON ROD SET; THENCE NORTH 27 DEGREES 22 MINUTES 56 SECONDS EAST A DISTANCE OF 769.53 FEET TO AN IRON ROD SET; THENCE ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3300.00', (AND BEING SUBTENDED BY A CHORD

BEARING NORTH 46 DEGREES 28 MINUTES 38 SECONDS EAST, A CHORD DISTANCE OF 2159.09 FEET) A DISTANCE OF 2199.59 FEET ALONG SAID CURVE TO AN IRON ROD SET; THENCE SOUTH 70 DEGREES 32 MINUTES 17 SECONDS EAST A DISTANCE OF 460.14 FEET TO AN IRON ROD SET; THENCE NORTH 57 DEGREES 23 MINUTES 07 SECONDS EAST A DISTANCE OF 775.98 FEET TO AN IRON ROD SET; THENCE NORTH 05 DEGREES 12 MINUTES 46 SECONDS EAST A DISTANCE OF 464.9 FEET +/- TO A POINT AT THE INTERSECTION OF THE ORDINARY HIGH WATER LINE OF THE SAVANNAH RIVER THENCE IN AN EASTERLY DIRECTION ALONG SAID ORDINARY HIGH WATER LINE FOR AN APPROXIMATE DISTANCE OF 6,000 FEET TO A POINT; THENCE SOUTH 22 DEGREES 12 MINUTES 27 SECONDS WEST A DISTANCE OF 533.9 FEET +/- TO AN IRON ROD SET; THENCE SOUTH 23 DEGREES 51 MINUTES 45 SECONDS EAST A DISTANCE OF 1011.09 FEET TO AN IRON ROD SET; THENCE SOUTH 25 DEGREES 14 MINUTES 13 SECONDS WEST A DISTANCE OF 1345.13 FEET TO AN IRON ROD SET; THENCE SOUTH 63 DEGREES 17 MINUTES 56 SECONDS WEST A DISTANCE OF 1136.00 FEET TO AN IRON ROD SET; THENCE SOUTH 18 DEGREES 37 MINUTES 51 SECONDS EAST A DISTANCE OF 765.66 FEET TO AN IRON ROD SET; THENCE SOUTH 03 DEGREES 21 MINUTES 14 SECONDS WEST A DISTANCE OF 89.49 FEET TO AN IRON ROD SET; THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 392.93 FEET TO AN IRON ROD SET; THENCE SOUTH 51 DEGREES 10 MINUTES 35 SECONDS WEST A DISTANCE OF 221.34 FEET TO AN IRON ROD SET; THENCE SOUTH 56 DEGREES 41 MINUTES 52 SECONDS WEST A DISTANCE OF 422.96 FEET TO AN IRON ROD SET; THENCE SOUTH 78 DEGREES 47 MINUTES 27 SECONDS WEST A DISTANCE OF 190.22 FEET TO AN IRON ROD SET; THENCE SOUTH 62 DEGREES 40 MINUTES 43 SECONDS WEST A DISTANCE OF 122.55 FEET TO AN IRON ROD SET; THENCE NORTH 29 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 353.65 FEET TO AN IRON ROD SET; THENCE SOUTH 65 DEGREES 38 MINUTES 25 SECONDS WEST A DISTANCE OF 469.16 FEET TO AN IRON ROD SET; THENCE NORTH 38 DEGREES 09 MINUTES 01 SECONDS WEST A DISTANCE OF 163.55 FEET TO AN IRON ROD SET; THENCE SOUTH 70 DEGREES 13 MINUTES 44 SECONDS WEST A DISTANCE OF 1004.56 FEET TO AN IRON ROD SET; THENCE SOUTH 66 DEGREES 25 MINUTES 43 SECONDS WEST A DISTANCE OF 908.23 FEET TO AN IRON ROD SET; THENCE SOUTH 18 DEGREES 04 MINUTES 42 SECONDS EAST A DISTANCE OF 614.61 FEET TO AN IRON ROD SET; THENCE SOUTH 82 DEGREES 09 MINUTES 58 SECONDS WEST A DISTANCE OF 260.01 FEET TO AN IRON ROD SET; THENCE SOUTH 09 DEGREES 49 MINUTES 33 SECONDS EAST A DISTANCE OF 612.26 FEET TO AN IRON ROD SET; THENCE SOUTH 11 DEGREES 07 MINUTES 22 SECONDS WEST A DISTANCE OF 1285.86 FEET TO AN IRON ROD SET AT THE INTERSECTION WITH THE NORTHERN RIGHT-OF-WAY LINE OF ELBA ISLAND ROAD (A PRIVATE RIGHT-OF-WAY); THENCE SOUTH 86 DEGREES 17 MINUTES 08 SECONDS WEST A DISTANCE OF 2560.56 FEET TO AN IRON ROD SET; THENCE NORTH 03 DEGREES 42 MINUTES 52 SECONDS WEST A DISTANCE OF 75.00 FEET TO AN IRON ROD SET; THENCE SOUTH 86 DEGREES 17 MINUTES 08 SECONDS WEST A DISTANCE OF 907.13 FEET TO AN IRON ROD FOUND; THENCE NORTH 55 DEGREES 04 MINUTES 26 SECONDS WEST A DISTANCE OF 114.29 FEET AN IRON ROD FOUND; THENCE SOUTH 86 DEGREES 28 MINUTES 11 SECONDS WEST A DISTANCE OF 229.40 FEET TO AN IRON ROD FOUND; THENCE NORTH 73 DEGREES 07 MINUTES 13 SECONDS WEST A DISTANCE OF 736.20 FEET TO THE POINT OF BEGINNING.



- NOTES:**
1. THIS PLAN IS A PART OF THE SUBMITTAL PACKAGE FOR THE PERMITTING OF THE SAVANNAH RIVER ENVIRONMENTAL RESTORATION PROJECT (SREP) AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 2. THE PERMITTING AGENCIES ARE THE U.S. ARMY CORPS OF ENGINEERS (USACE), THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), THE U.S. FISH AND WILDLIFE SERVICE (USFWS), AND THE GEORGIA DEPARTMENT OF NATURAL RESOURCES (DNR).
 3. THE PERMITTING AGENCIES HAVE REVIEWED THIS PLAN AND HAVE DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE PERMITTING REGULATIONS.
 4. THE PERMITTING AGENCIES HAVE REVIEWED THIS PLAN AND HAVE DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE PERMITTING REGULATIONS.
 5. THE PERMITTING AGENCIES HAVE REVIEWED THIS PLAN AND HAVE DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE PERMITTING REGULATIONS.
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 14. THE PERMITTING AGENCIES HAVE REVIEWED THIS PLAN AND HAVE DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE PERMITTING REGULATIONS.

DATE: 08/15/2021
PROJECT: SAVANNAH RIVER ENVIRONMENTAL RESTORATION PROJECT (SREP)
LOCATION: SAVANNAH RIVER, GEORGIA
SCALE: 1" = 100'



Project No.	ES177321
Drawn By	JDG
Checked By	WRA
Approved By	WRA

Terracon
 Consulting Engineers & Scientists
 Savannah, Georgia 31401
 Tel: 912.733.1000

Former Thomas Egberts Site
 1 Kern-Rogers Road
 Savannah, Chatham County, Georgia

Figure 1

EXPLANATION	
[Symbol]	TYPE 4 AREA
[Symbol]	TYPE 5 AREA
[Symbol]	TYPE 6 PERMANENT MARKER

DATE CHANGES	
NO.	DATE
1	08/15/2021

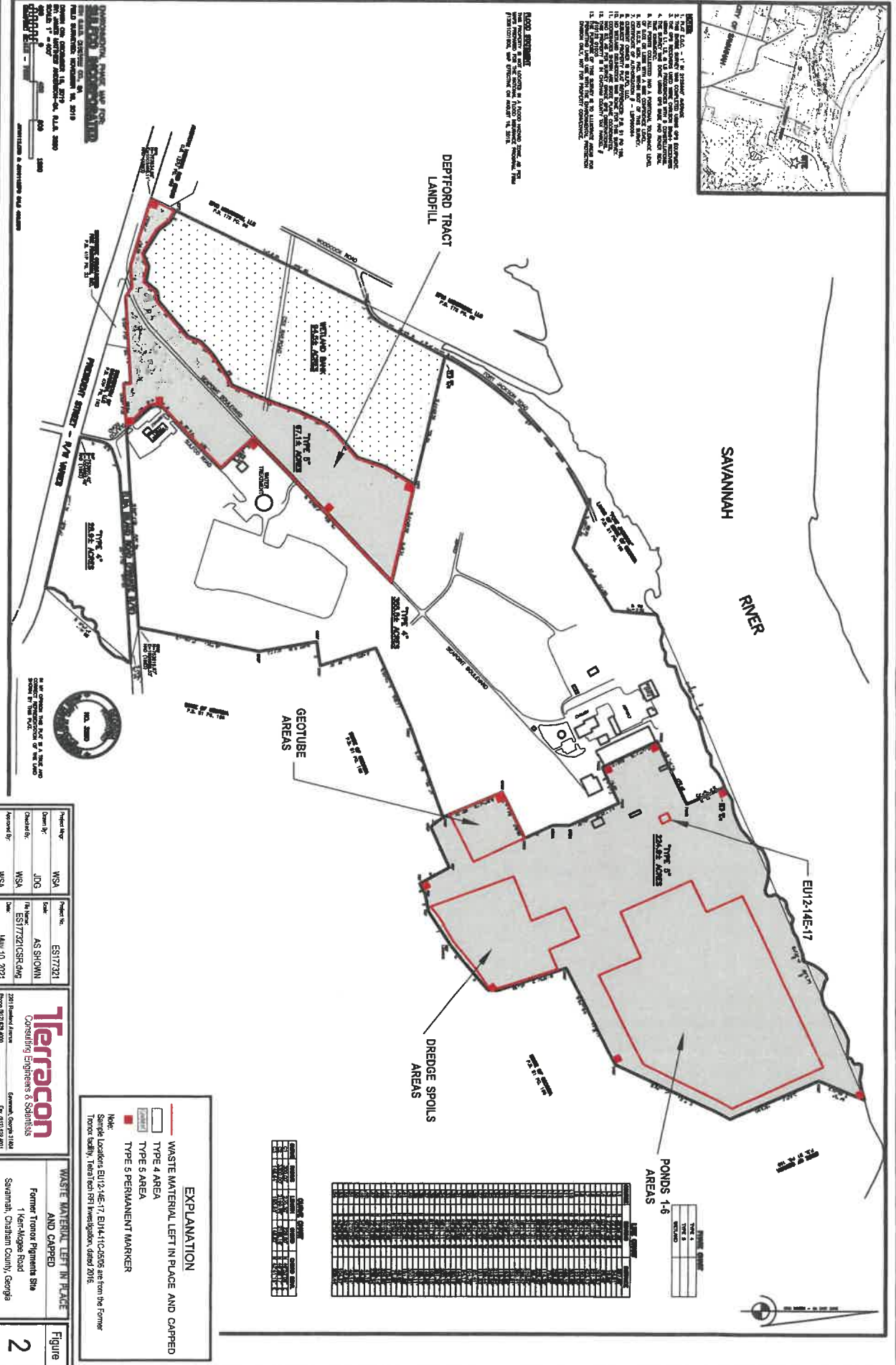
DATE CHANGES	
NO.	DATE
1	08/15/2021

DATE CHANGES	
NO.	DATE
1	08/15/2021



- LEGEND**
1. FLOOD ZONE - 1% ANNUAL FLOOD FLOODING
 2. FLOOD ZONE - 10% ANNUAL FLOOD FLOODING
 3. FLOOD ZONE - 1% ANNUAL FLOOD FLOODING
 4. FLOOD ZONE - 10% ANNUAL FLOOD FLOODING
 5. FLOOD ZONE - 1% ANNUAL FLOOD FLOODING
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 18. FLOOD ZONE - 10% ANNUAL FLOOD FLOODING
 19. FLOOD ZONE - 1% ANNUAL FLOOD FLOODING
 20. FLOOD ZONE - 10% ANNUAL FLOOD FLOODING

FLOOD ZONE
 FLOOD ZONE - 1% ANNUAL FLOOD FLOODING
 FLOOD ZONE - 10% ANNUAL FLOOD FLOODING



TYPE	DESCRIPTION
TYPE 1	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 2	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 3	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 4	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 5	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 6	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 7	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 8	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 9	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 10	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 11	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 12	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 13	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 14	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 15	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 16	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 17	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 18	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 19	WASTE MATERIAL LEFT IN PLACE AND CAPPED
TYPE 20	WASTE MATERIAL LEFT IN PLACE AND CAPPED

EXPLANATION

- WASTE MATERIAL LEFT IN PLACE AND CAPPED
- TYPE 4 AREA
- TYPE 5 AREA
- TYPE 5 PERMANENT MARKER

Note: Site Locations EU12-14E-17, EU14-10C-05E are from the Former Tomox Facility. Terracon staff investigation dated 2016.

Project No:	ES177221	Project Name:	WASTE MATERIAL LEFT IN PLACE AND CAPPED
Client:	AS SHOWN	Location:	Former Tomox Facility Site
Checked By:	JDC	Address:	1 Kendallage Road
Drawn By:	WSA	City:	Savannah, Chatham County, Georgia
Approved By:	WSA	Date:	May 10, 2021

Terracon
 Consulting Engineers & Scientists
 2011 Federal Avenue
 Savannah, Georgia 31404
 P.O. Box 112189
 Savannah, Georgia 31404
 Phone: 912.233.4000
 Fax: 912.233.4011

Figure 2

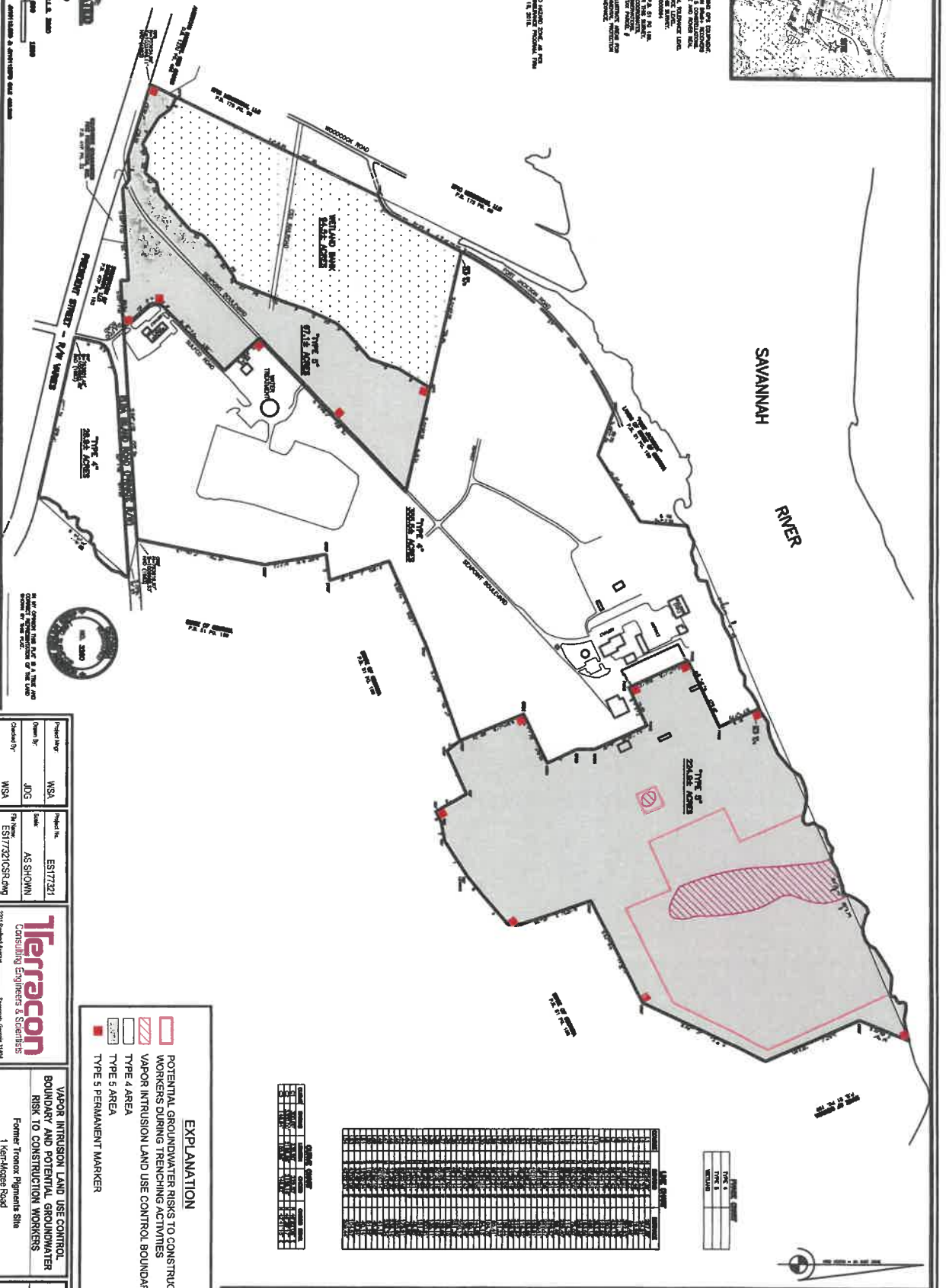


- NOTES:**
1. THE SITE IS A 10.00 ACRES TRACT.
 2. THE SITE IS BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES.
 3. THE SITE IS BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES.
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 11. THE SITE IS BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES.
 12. THE SITE IS BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES.
 13. THE SITE IS BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES.
 14. THE SITE IS BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES.
 15. THE SITE IS BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES.

FIELD OBSERVATIONS:

LOCATED IN A 10.00 ACRES TRACT, THE SITE IS BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES.

PROJECTIONS: NAD 83
SCALE: 1" = 100'
DATE: APRIL 5, 2021
PROJECT: VAPOR INTRUSION LAND USE CONTROL
CLIENT: FARMER, TORONX PLYMOUTH SIA



EXPLANATION

[Dotted Pattern]	POTENTIAL GROUNDWATER RISKS TO CONSTRUCTION WORKERS DURING TRENCHING ACTIVITIES
[Cross-hatched Pattern]	VAPOR INTRUSION LAND USE CONTROL BOUNDARY
[Shaded Gray]	TYPE 4 AREA
[Cross-hatched Pattern]	TYPE 5 AREA
[Red Square]	TYPE 5 PERMANENT MARKER


Project No.	ES177321
Client	AS SHOWN
Drawn By	WSA
Checked By	JGC
Approved By	WSA
Date	April 5, 2021

Terracon
 Consulting Engineers & Scientists
 2221 Peachtree Avenue
 Atlanta, Georgia 30344
 Phone: (770) 538-9000
 Fax: (770) 538-9001

VAPOR INTRUSION LAND USE CONTROL BOUNDARY AND POTENTIAL GROUNDWATER RISK TO CONSTRUCTION WORKERS
 Farmer, Toronx Plymouth SIA
 1 Korndorfer Road
 Savannah, Chatham County, Georgia

Figure 3

QUITCLAIM DEED


Doc ID: 030627680080 Type: QCD
Recorded: 10/03/2017 at 12:08:34 PM
Fee Amt: \$128.00 Page 1 of 60
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK **1187** PG **601-660**

Upon recordation return to:

Sulfoo, L.L.C.
118 East 35th Street
Savannah, Georgia 31401

THIS DEED (this "Deed") is made and entered into as of this ^{29th} day of September, 2017 (the "Effective Date"), by and between Greenfield Environmental Savannah Trust LLC, a Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the Savannah Environmental Response Trust (the "Grantor"), with an address of 748 N East Capitol Blvd., Salt Lake City, Utah 84103, and Sulfoo, L.L.C., a Georgia limited liability company (together with its successors and assigns, "Grantee"), with a principal address of 118 East 35th Street, Savannah, Georgia 31401.

The said Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUITCLAIM unto Grantee, all of Grantor's right, title and interest, if any, in and to the property described on Exhibit A attached hereto and incorporated herein by this reference, together with the improvements and fixtures, if any, located thereon to which Grantor has any right, title or interest, if any, situated in the County of Chatham and State of Georgia (collectively, the "Property"). The Property is a portion of a larger parcel of land (such larger parcel of land, together with all improvements thereon, the "Site") conveyed to Grantor by Tronox Worldwide LLC by Quitclaim Deed dated February 14, 2011, and recorded with the Superior Court of Chatham County, Georgia at Book 367-W, Page 309. A legal description of the Site is attached hereto and incorporated herein by this reference as Exhibit B. By Quitclaim Deed (the "State Deed") dated as of the date hereof and recorded herewith, Grantor conveyed all portions of the Site other than the Property (the "Excluded Land") to the State of Georgia. A legal description of the Excluded Land is attached to the State Deed.

SUBJECT, HOWEVER, in all instances to the terms, conditions, covenants, agreements, burdens, restrictions, limitations, easements, rights and reservations set forth herein and to any and all conditions, covenants, agreements, burdens, restrictions, limitations, easements, rights, reservations, encumbrances, rights of way, encroachments and other matters of record or fact, any state of facts or exception which an accurate survey or inspection of the Property would show, any present and future laws, including, without

limitation, zoning regulations, special assessments now or hereafter becoming a lien, and general real estate taxes for the tax fiscal year of 2017 and all prior and subsequent tax fiscal years.

THIS CONVEYANCE BEING FURTHER SUBJECT to the following terms, conditions, covenants, agreements, burdens, restrictions, limitations, easements, rights and reservations, each of which are agreed to by Grantee:

1. "As Is". IT IS EXPRESSLY UNDERSTOOD, ACKNOWLEDGED AND AGREED THAT GRANTEE IS ACQUIRING AND ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", AND WITH ANY AND ALL FAULTS AND THAT, NEITHER GRANTOR NOR ANY OF GRANTOR'S AGENTS OR REPRESENTATIVES HAVE MADE, AND GRANTOR AND/OR GRANTOR'S AGENTS OR REPRESENTATIVES DO NOT MAKE, ANY REPRESENTATIONS, WARRANTIES, COVENANTS, GUARANTIES OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE QUALITY, PHYSICAL CONDITION, SIZE, CONFIGURATION, OR VALUE OF THE PROPERTY OR IMPROVEMENTS ON THE PROPERTY, ACCESS TO THE PROPERTY, UTILITY SERVICE OR AVAILABILITY TO THE PROPERTY, THE ACREAGE OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING, RELATED TO OR PERTAINING TO THE PROPERTY OR THIS DEED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE), AND GRANTEE DOES HEREBY EXPRESSLY ACKNOWLEDGE THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND HAVE BEEN MADE AND THAT ANY STATEMENTS WHATSOEVER MADE BY GRANTOR AND/OR GRANTOR'S AGENTS AND/OR REPRESENTATIVES TO GRANTEE OR TO GRANTEE'S AGENTS OR REPRESENTATIVES ARE NOT MATERIAL AND HAVE NOT BEEN RELIED UPON BY GRANTEE IN ANY WAY WHATSOEVER. GRANTEE FURTHER EXPRESSLY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES AS TO: (I) THE PROPERTY'S COMPLIANCE WITH ANY AND ALL FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS, ORDERS, ORDINANCES OR OTHER REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, ANY SUCH LAWS OR OTHER REQUIREMENTS WITH RESPECT TO THE MAINTENANCE AND/OR REMOVAL OF IMPROVEMENTS, IF ANY, ON THE PROPERTY, (II) LEGAL ACCESS FROM THE PROPERTY TO ANY PUBLIC ROAD, (III) THE EXISTENCE, ATTAINABILITY, OR THE COST OF, POTABLE WATER, WELLS, AN IRRIGATION SYSTEM, SANITARY SEWERAGE DISPOSAL OR A SEPTIC TANK SYSTEM, ELECTRICITY, GAS, TELEPHONE OR OTHER UTILITIES AT OR ON THE PROPERTY, (IV) RESTRICTIONS ON USAGE OF THE PROPERTY IMPOSED BY ANY GOVERNMENTAL AUTHORITY OR THE SUITABILITY OF THE PROPERTY AS A DEVELOPABLE OR USEABLE SITE FOR ANY PURPOSE, (V) HAZARDOUS SUBSTANCES (AS DEFINED HEREAFTER) THAT ARE OR MAY BE PRESENT IN, ON, UNDER OR EMANATING FROM THE PROPERTY, (VI) THE ACREAGE OR SQUARE FOOTAGE OF THE PROPERTY, (VII) THE FITNESS OR VALUE OF THE PROPERTY, (VIII) THE STATUS OF TITLE TO THE PROPERTY, AND (IX) ANY AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE ABOVE REFERENCED IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GRANTOR INDEMNITEES (AS HEREINAFTER DEFINED) SHALL NOT BE LIABLE FOR ANY REPRESENTATIONS, WARRANTIES, COVENANTS, GUARANTIES OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY EMPLOYEE, CONSULTANTS, CONTRACTOR OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT ANY SUCH PARTY. GRANTEE'S ACCEPTANCE OF THE DEED SHALL CONSTITUTE AN AGREEMENT BY GRANTEE THAT, FOR ALL PURPOSES RELATING TO GRANTEE, GRANTOR HAS FULLY AND COMPLETELY

SATISFIED ALL OF ITS OBLIGATIONS UNDER THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED JULY 7, 2014, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED AS OF MAY 27, 2015, AS FURTHER AMENDED BY THAT CERTAIN SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED AS OF JULY 25, 2016, AS FURTHER AMENDED BY THAT CERTAIN THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED AS OF JUNE 7, 2017, AS FURTHER AMENDED BY THAT CERTAIN FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED AS OF SEPTEMBER 12, 2017, AND AS ASSIGNED BY DULANY INDUSTRIES, INC, AS ASSIGNOR, AND AS "BUYER" THEREUNDER, TO GRANTEE, AS ASSIGNEE PURSUANT TO THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT DATED AS OF THE DATE HEREOF (AS SO AMENDED AND ASSIGNED, THE "PURCHASE AND SALE AGREEMENT"), A TRUE AND CORRECT COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS EXHIBIT C, EXCEPT FOR THOSE, IF ANY, THAT GRANTOR EXPRESSLY AGREES IN WRITING SURVIVE THE CLOSING.

Without limiting the generality of the foregoing in any way, Grantor has not made and does not make any representations, warranties, covenants, guaranties or promises of any kind, express or implied, with respect to the environmental condition of the Property or the Excluded Land and/or the Property's or the Excluded Land's, or any part(s) thereof, compliance with Environmental Laws (as hereinafter defined). The obligations of the parties with respect to the presence of Hazardous Substances (as herein defined) affecting the Property and/or the Excluded Land, including, without limitation, groundwater, are governed by the provisions of O.C.G.A. Section 12-8-200, *et seq.* (the "Georgia Brownfield Act"), the Consent Order (as hereafter defined), the PPCAP (as hereafter defined), the Purchase and Sale Agreement, other applicable Environmental Laws, and, with respect to Grantor, the Tronox Bankruptcy Agreements (as hereinafter defined). For purposes of clarification, Grantee's obligations also include, without limitation, all rights, obligations and liabilities associated with the former municipal landfill known as the Deptford Tract, as the same may be affected by the Georgia Brownfield Act. "Environmental Laws" means any and all applicable present and future federal, state, and local laws, statutes, ordinances, regulations, judgments, and orders and the common law, including, without limitation, the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, vapor intrusion, asbestos, mold, noise control, wetlands, watercourses, wildlife, Hazardous Substances, or any other activities or conditions which impact or relate to the environment or nature. "Hazardous Substances" means any solid waste, including, without limitation, hazardous waste and hazardous constituents, hazardous substance or material, as defined under any Environmental Laws, or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum-related products or waste."

2. Reservation and Grant of Easements and Rights.

Grantor does hereby reserve unto itself, its successors and assigns, the United States and the State of Georgia, and their respective contractors, consultants and subcontractors (collectively, the "Grantor Parties"), for the benefit of the Grantor Parties, and Grantee hereby grants to the Grantor Parties, a non-exclusive right and easement (the "Easement") over, across, under and upon the Property (a) to perform (but not the obligation to perform) any and all cleanup and corrective actions required from time to time by the Georgia Department of Natural Resources Environmental Protection Division ("EPD") that, pursuant to a notice from EPD to the Grantor (with a copy to Grantee), have not been performed as required of Grantee under Environmental Laws, including, without limitation, those required under the Prospective Purchaser Corrective Action Plan, dated August 1, 2017 (as amended from time to time with the approval of EPD, the "PPCAP") and/or the Consent Order (EPD-HW-1860) (as amended from time to time, the "Consent Order"), and (b) to conduct, perform and exercise the other actions and activities

contemplated by this Section 2. The Easement shall continue and run with the land and shall terminate only upon the Director of EPD's concurrence with and written approval of the final Prospective Purchaser Compliance Status Report (under the Georgia Brownfield Act) (the "PPCSR") for the Property, as determined solely by the Director. The termination of the Easement shall be evidenced by the recordation of a notice of such termination filed by Grantor at the direction of EPD in the real property records of Chatham County, Georgia. The Easement includes, without limitation, the right and ability (but not the obligation) to (i) enter, pass and repass (with vehicular and pedestrian traffic) on, over and across the Property, (ii) perform any and all actions needed to investigate the Property and perform cleanup and corrective actions on the Property consistent with EPD requirements, including, without limitation, intrusive actions and actions that involve monitoring, sampling, drilling, excavating, pumping of surface and groundwater, and capping of the Property, (iii) use and enjoy, without cost or restriction, all utilities and related facilities serving the Property in furtherance of the performance of environmental actions, including, without limitation, the operation, installation, maintenance, repair and replacement of such systems and facilities, (iv) monitor, inspect and oversee from time to time Grantee's performance of cleanup and corrective actions required by EPD, whether under the PPCAP, the Consent Order or otherwise, and (v) perform any and all other actions with respect to the Property required by EPD under the PPCAP and/or Consent Order. Grantor does hereby agree that in exercising its rights under such Easement, Grantor shall endeavor to use reasonable efforts to minimize interference with then-existing operations at the Property. Grantee does hereby covenant and agree to cooperate and not interfere with Grantor's exercise of its rights and abilities under or in connection with the Easement. In addition to all other remedies available at law or in equity, Grantor shall be entitled to assert and file a lien against the Property for all costs and expenses it incurs in connection with its performance of work required to be performed by Grantee under the PPCAP and/or the Consent Order, but only to the extent those costs and expenses exceed funds available under any escrow established in connection with the Purchase and Sale Agreement. The Easement rights granted pursuant to this Section 2 shall not be interpreted to diminish or waive the rights of any governmental entity with respect to the Property under applicable law.

3. Covenants and Restrictions.

(a) Grantee does hereby covenant and agree, on behalf of itself, its successors and assigns, its contractors, consultants, subcontractors, and successors in interest in and to the Property, to fully, faithfully and completely implement and perform the corrective action, remediation, clean-up and response actions required by the Consent Order and PPCAP within the timeframes mandated by EPD and, subject to the application of the Georgia Brownfield Act, all applicable federal, state, and local laws, statutes, ordinances, regulations, judgments, orders, and permitting and licensing requirements, including, without limitation, Environmental Laws, and unless otherwise required by Grantor or EPD, in a manner that is consistent with established cleanup standards for the Property. During the term of the Easement, Grantee agrees and covenants to submit and deliver to Grantor true, complete, correct and accurate copies of all documents, agreements, plans, surveys, investigations, reports, PPCSRs, memoranda and other items and materials it submits to EPD concurrently with its submission of such items to EPD. Upon approval by EPD of any PPCSR, Grantee will promptly transmit to Grantor a copy of the documentation received from EPD approving the PPCSR. Grantee does hereby covenant and agree, on behalf of itself its successors and assigns, its contractors, consultants, subcontractors, and successors in interest in and to the Property, to conduct and to cause to be conducted any and all operations of such parties at the Property, including, without limitation, any other cleanup and response actions, including corrective and remedial actions, in compliance with the PPCAP and the Consent Order and any other applicable federal, state, and local laws, statutes, ordinances, regulations, judgments, orders, and permitting and licensing requirements, including, without limitation, Environmental Laws.

(b) Grantee does hereby covenant and agree, on behalf of itself, its successors and assigns, its contractors, consultants, subcontractors, and successors in interest in and to the Property, (x) to execute and deliver, until such time as the final PPCSR is approved for the Property, such restrictions, agreements and

documents as Grantor, the United States Environmental Protection Agency ("EPA"), EPD or any governmental authority shall from time to time require with respect to the environmental condition of the Property and (y) to comply with the terms of such restrictions, agreements and documents. Upon approval of each and every final PPCSR for the Property, Grantee does hereby covenant and agree to execute and deliver such restrictions, agreements and documents to the EPA, EPD or any governmental authority as necessary to comply with the conditions of the PPCSR or otherwise required by law and to comply with the terms of such restrictions, agreements and documents. Grantee hereby further covenants and agrees to cause any and all such documents and the like referenced in this subparagraph (b) to be prior and paramount to any deeds of trust, mortgages or other liens affecting the Property.

(c) Without limiting the generality of the foregoing, Grantee does hereby covenant and agree, on behalf of itself, its successors and assigns, and successors in interest in and to the Property, to execute, from time to time, when and as required by the EPA and/or EPD, all documents necessary to record in the appropriate real property records restrictions on use or other institutional and land use controls ("Controls") (including, without limitation, under Georgia's Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 et seq) on those areas where such restrictions are required by the EPA and/or EPD, or any governmental authority in accordance with applicable federal, state, and local laws, statutes, ordinances, regulations, judgments, and orders and the common law. Grantee hereby acknowledges and agrees that the Controls may include, without limitation, restrictions and prohibitions on the extraction and use of groundwater and on uses incompatible with the standards governing the Property clean-up under the PPCAP and/or the Consent Order (including, without limitation, land use controls to (i) restrict residential land use and development and protect all site receptors through the prohibition of use of groundwater as a potable water supply and (ii) protect industrial receptors from vapor intrusion into indoor air and construction workers from contact with groundwater and inhalation of vapors during trenching activities). Grantee hereby agrees to inaugurate and comply with all such Controls and to cause the from time to time owners, occupants, tenants and licensees and all of their respective employees, agents and contractors to comply with all such Controls. Until such time as the permanent Controls required by any final PPCSR are instituted and recorded in the appropriate real property records as required by the EPA and/or EPD for the portions of the Property covered thereby, Grantee covenants and agrees that the following Controls (the "Interim Controls") shall apply with respect to the Property (and Grantee hereby agrees to comply with all such Interim Controls and to cause the from time to time owners, occupants, tenants and licensees and all of their respective employees, agents and contractors to comply with all such Interim Controls): (I) no portion of the Property may be used or developed for residential purposes; (II) no groundwater shall be used as a potable water supply; and (III) all appropriate procedures, measures and protections shall be implemented by Grantee, at Grantee's sole cost and expense, to protect industrial receptors from vapor intrusion into indoor air and construction workers from contact with groundwater and inhalation of vapors during trenching activities. Grantee hereby covenants and agrees to cause any and all such documents, Controls, Interim Controls and the like to be prior and paramount to any deeds of trust, mortgages or other liens affecting the Property. Grantor and Grantee contemplate that the permanent Controls on the Property may be based on specific conditions affecting specific areas of the Property and shall not, as a general matter, expressly prohibit industrial use, subject to the requirements of the PPCAP.

4. Release and Indemnity. Grantee, for Grantee and Grantee's successors and assigns, including, without limitation, each present and future fee owner, ground lessee, and tenant of all or any portion of the Property (collectively, "Grantee Parties"), hereby releases, remises and forever discharges Grantor, Savannah Acid Plant LLC, Greenfield Environmental Savannah Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of Grantor), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, principals, agents and representatives), the United States of America and the State of Georgia (and their respective agencies, departments, officers, directors, shareholders, partners, employees, members,

principals, representatives and agents) and their respective successors, and assigns (collectively, "Grantor Indemnitees") from and against, and irrevocably and unconditionally waives, all Claims (as hereinafter defined) and liability against the Grantor Indemnitees for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, that relate to the Property and/or the Excluded Land or any portion thereof, including, without limitation, the environmental condition of the Property and the Excluded Land, whether arising or accruing before, on or after the date hereof, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including, without limitation, all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under, about and/or from the Property and/or the Excluded Land. Further, Grantee, for itself and its members and the corporate parent of its member (collectively, "Grantee Indemnitors"), agree, jointly and severally, at Grantee Indemnitors' sole cost and expense, to defend, hold harmless and indemnify the Grantor Indemnitees from and against any and all Claims and any and all costs that may at any time be imposed upon, incurred by or asserted or awarded against the Grantor Indemnitees that relate to (x) the Property, including, without limitation, the environmental condition of the Property, or (y) the performance by Grantee of its environmental obligations or failure to perform such obligations under the Purchase and Sale Agreement, the PPCAP and/or the Consent Order, whether (for purposes of both (x) and (y)) arising or accruing before, on or after the date hereof, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including, without limitation, all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under, about and/or from the Property for which Buyer has responsibility under the Purchase and Sale Agreement, the PPCAP and/or the Consent Order, provided Grantee Indemnitors shall have no duty to indemnify any party from and against any Claim if and to the extent (but only to the extent) such Claim relates to the Excluded Land, and nothing herein shall be interpreted as requiring Grantee Indemnitors to indemnify or hold harmless any party for liabilities for which Grantee or its successors in title may be protected from liability under the Georgia Brownfield Act. Grantee shall, upon assuming the defense of any Claim, control the conduct of the defense, settlement and choice of counsel and experts, provided that Grantee reasonably demonstrates to Grantor its ability to pay the costs of such defense and any adverse judgment on such Claim and provided further that no settlement may be entered that affects the Grantor Indemnitees in any way without Grantor's prior written consent. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

5. Covenant Not to Sue. Grantee, for itself and for each of the other Grantee Parties, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Grantor Indemnitee in any action, suit or proceeding which has been or could be brought by or against any of the Grantee Parties to the extent the same relates to or arises in any way out of the Property and/or the Excluded Land and/or the Purchase and Sale Agreement and/or the PPCAP and/or the Consent Order including, without limitation, any and all environmental conditions affecting and/or related to the Property and/or the Excluded Land.

6. Transaction Costs. Grantee shall pay all recording fees and costs, all survey costs, all title commitment and title insurance charges and premiums, all mortgage taxes or intangible taxes, and all transfer taxes or revenue stamps incidental to the recordation of this Deed, as well as any easements, restrictive covenants,

any mortgage or related instrument recorded in connection with this conveyance, and any and all other costs and expenses of Grantee arising out of or relating to this transaction or otherwise. Grantee shall pay any escrow fees, if any, charged by an escrow agent or title company. Any and all state, county and municipal sales taxes due and payable as a result of this conveyance shall promptly be paid by Grantee. To the extent the law requires Grantor to collect and remit such taxes, then Grantee shall pay such taxes to Grantor simultaneously with Grantee's execution of this Deed. Grantee shall file all ancillary documents required to be filed in connection with this conveyance in order to fully and completely comply with all applicable federal, state and local laws, rules and regulations and all customs, practices and standards in the State of Georgia and Chatham County. All of the above costs and expenses shall be paid by Grantee without deduction or set-off of any kind from the purchase price for the Property.

7. Miscellaneous.

(a) This Deed and the benefits and obligations hereunder, including, without limitation, the terms, conditions, covenants, representations, warranties, agreements, burdens, restrictions, limitations, easements, rights and reservations set forth herein, are perpetual (except the Easement which may be terminated as provided herein), shall run with, benefit and burden the Property, and shall be binding upon and inure to the benefit of the parties named herein and their respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto and all future owners of the Property or any part thereof. All future owners of the Property or any portion thereof shall be subject to the terms hereof, all such future owners shall automatically and irrevocably assume the obligations of Grantee hereunder (although said assumption shall not release any Grantee from and after the date hereof from any liabilities or accrued obligations hereunder), and Grantee shall cause any and all future occupants, tenants and licensees of the Property or any portion thereof to abide by the terms of this Deed.

(b) Grantee does hereby acknowledge and agree, on behalf of itself, its successors and assigns, and successors in interest in and to the Property, that nothing herein shall affect or impair in any way the exculpations, immunities, liability protections and other rights extended to Grantor and the Grantor Indemnitees under or in connection with that certain Consent Decree and Environmental Settlement Agreement (the "Settlement Agreement") entered on February 14, 2011, in the U.S. Bankruptcy Court for the Southern District of New York in the matter of *In re: Tronox Incorporated, et al.*, Case No. 09-10156 (ALG), and that certain Savannah Environmental Response Trust Agreement, the sole beneficiaries of which are the United States of America and EPD (the "Trust Agreement", and together with the Settlement Agreement, collectively, the "Tronox Bankruptcy Agreements"), including, without limitation, the covenants not to sue and releases from liability set forth in Section XVI of the Settlement Agreement and the contribution protections set forth in Section XVIII of the Settlement Agreement. Nothing in this Deed is intended to confer upon or grant to Grantee third-party beneficiary rights with respect to any obligations of Grantor or otherwise under or in connection with the Tronox Bankruptcy Agreements, Grantee hereby acknowledging and agreeing that Grantee does and shall not have any such third-party beneficiary rights.

(c) The obligations, representations, warranties, covenants, agreements, acknowledgments and indemnities of Grantee set forth in this Deed shall survive the recording of the Deed and the transfer of the Property from Grantor to Grantee.

(d) No waiver of any of the provisions of this Deed shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(e) If any term, covenant, condition or provision of this Deed is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(f) This Deed may not be altered, amended or modified except in writing signed by the parties to the Deed, or their respective successors or assigns and successors in interest to the Property, and duly recorded.

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed under seal as of the Effective Date.

Signed, sealed and delivered this 22nd day of September, 2017 in the presence of:
Daniel Eleuteri
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: Sept 24, 2020

[NOTARIAL SEAL]

GRANTOR:

Greenfield Environmental Savannah Trust LLC, not individually but solely in its representative capacity as Trustee of the Savannah Environmental Response Trust

By: Greenfield Environmental Trust Group, Inc.,
Member
[Signature]
By: [Signature]
Marc Weinreich, Vice President

[CORPORATE SEAL]



[Signatures continue on following page]

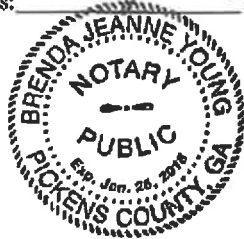
Signed, sealed and delivered this _____
day of September, 2017 in the presence of:

[Signature]
Unofficial Witness

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]



GRANTEE:

SULFCO, L.L.C.

DULANY INDUSTRIES, Managing Membe.

By: [Signature]
Name: REED DULANY III
Title: President

By: _____
Name: _____
Title: _____

Exhibit A to Quitclaim Deed

LEGAL DESCRIPTION OF THE PROPERTY

TRACT ONE

ALL that certain tract or parcel of land situate, lying and being in Chatham County, Georgia, being a portion of the Deptford tract, containing 1,600 acres, more or less, as described in Warranty Deed dated July 12, 1951 from Savannah District Authority to American Cyanamid Company, as corrected by Deeds of Correction dated October 5, 1954 and January 17, 1962, recorded, respectively, in Deed Book 54-D, Page 428; Deed Book 60-R, Page 108 and Deed Book 79-V, Page 29 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

AND, ALSO:

ALL that certain tract or parcel of land situate, lying and being in Chatham County, Georgia, familiarly known as Fort Jackson (formerly Fort Oglethorpe), as described in Deed dated September 2, 1953 from the Mayor and Aldermen of the City of Savannah to American Cyanamid Company recorded in Deed Book 58-Y, Page 101 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

AND, ALSO:

ALL that certain strip or parcel of land situate, lying and being in Chatham County, Georgia, containing 4.4 acres, more or less, as described in that certain Deed dated November 12, 1974 from Southern Natural Gas Company to American Cyanamid Company, recorded in Deed Book 104-L, Page 529 of the records of Chatham County, Georgia to which reference is hereby made for a complete description.

LESS AND EXCEPT, HOWEVER, those portions thereof described as follows:

A tract containing 7.8 acres, more or less, as described in Deed dated June 10, 1965 from American Cyanamid Company to State of Georgia, recorded in Deed Book 88-O, Page 439 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

A 35-foot wide strip of land as described in Right-of-Way Deed dated June 22, 1965 from American Cyanamid Company to Chatham County, Georgia, recorded in Deed Book 88-V, page 175 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

Tracts containing 2.33 acres, more or less, and 7 acres, more or less, as described in Deed dated November 12, 1974 from American Cyanamid Company to Southern Natural Gas Company, recorded in Deed Book 104-L, page 512 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

A 1.873 acre tract, more or less, and a 0.047 acre tract, more or less, described in Right of Way Deed dated May 5, 1986 from Kemira, Inc. to Chatham County, Georgia recorded at Deed Book 130-G, Page 474, aforesaid records, to which reference is hereby made for a complete description.

AND, ALSO:

Those certain easements as described in Agreement dated August 16, 1976 between Central of Georgia Railroad Company and American Cyanamid Company, recorded in Deed Book 107-I, page 293 of the records of Chatham County, Georgia; Agreement dated February 19, 1976, between Central of Georgia Railroad Company, Seaboard Coast Line Railroad Company and American Cyanamid Company, recorded in Deed Book 106-P, Page 850 of the records of Chatham County, Georgia; and Easement dated November 12, 1974 from Southern Natural Gas Company to American Cyanamid Company, recorded in Deed Book 104-L, Page 527 of the Records of Chatham County, Georgia, to all of which reference is hereby made.

TRACT TWO

ALL that certain lot, tract or parcel of land situate, lying and being in the 5th G M. District of Chatham County, Georgia, consisting of approximately 8 acres, more or less, being a portion of the J. D. McLamb Tract at Causton Bluff West of a creek or canal which commences at a point 1,960 feet, more or less, West of the Wilmington River, on the North side of the Islands Expressway and running generally in a Northerly direction from said Islands Expressway to the former Central of Georgia Railroad right-of-way; said tract as a whole being bounded on the North by said former Central of Georgia right-of-way; on the East by said canal or creek; on the South by Islands Expressway; and on the West by the Elba Island Road 60 foot right-of-way as shown in Plat Record Book Y, Page 79 of the plat records of the Superior Court of Chatham County, Georgia. Said property being all of the property described as Parcel Two in that certain Warranty Deed from J. D. McLamb to L. Owen Fulghum dated October 31, 1985 and recorded in Deed Book 128-M, Page 630 and re-recorded in Deed Book 128-W, Page 697 of the Deed Records of Chatham County, Georgia.

LESS AND EXCEPT, HOWEVER, that portion of said property conveyed by L. Owen Fulghum to the Department of Transportation by Right-of-Way Deeds dated November 20, 1985 and recorded in Deed Book 129-T, Pages 273 and 275, said Deed records.

Meaning and intending to convey to Grantee any and all rights of reversion, IF ANY, retained by the American Cyanamid Company under and in connection with that right of way conveyed to Chatham County under Right of Way Deed dated June 22, 1965 and recorded in Book 88V, Page 175.

SUBJECT, HOWEVER, to any lawful claims by the State of Georgia or other governmental body to such portions of said property as may be "marshland" as defined by the Coastal Marshland Protection Act of 1970.

FURTHER LESS AND EXCEPT from the property described above and being excluded from the conveyance made pursuant to this Deed the following Parcel 3, Parcel 4 and Parcel 5:

PARCEL 3:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 5TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA AND BEING DESIGNATED PARCEL 3, CONTAINING 626.8 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY ENTITLED "MINOR SUBDIVISION AND RECOMBINATION SURVEY OF THE FORMER TRONOX PROPERTY," PREPARED BY SUNDIAL LAND SURVEYING, P.C., DATED JULY 21, 2017, CERTIFIED BY MICHAEL A. HUSSEY, GEORGIA REGISTERED LAND SURVEYOR NO.

2509, AND RECORDED IN BOOK 51, PAGE 169, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD SET ON THE NORTHERN PRIVATE RIGHT-OF-WAY LINE OF ELBA ISLAND ROAD AT ITS INTERSECTION WITH THE EASTERN PROPERTY LINE OF TRACT "A" OF PARCEL 2 SHOWN ON THE ABOVE-REFERENCED SURVEY, SAID IRON ROD SET HAVING GEORGIA STATE PLANE COORDINATES EAST ZONE OF NORTH 753,819.95 FEET AND EAST 1,006,988.31 FEET;

EXTEND THENCE NORTH 11 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 1285.86 FEET TO AN IRON ROD SET;
THENCE NORTH 09 DEGREES 49 MINUTES 33 SECONDS WEST, A DISTANCE OF 612.26 FEET TO AN IRON ROD SET;
THENCE NORTH 82 DEGREES 09 MINUTES 58 SECONDS EAST, A DISTANCE OF 260.01 FEET TO AN IRON ROD SET;
THENCE NORTH 18 DEGREES 04 MINUTES 42 SECONDS WEST, A DISTANCE OF 614.61 FEET TO AN IRON ROD SET;
THENCE NORTH 66 DEGREES 25 MINUTES 43 SECONDS EAST, A DISTANCE OF 908.23 FEET TO AN IRON ROD SET;
THENCE NORTH 70 DEGREES 13 MINUTES 44 SECONDS EAST, A DISTANCE OF 1004.56 FEET TO AN IRON ROD SET;
THENCE SOUTH 38 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 163.55 FEET TO AN IRON ROD SET;
THENCE NORTH 65 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 469.16 FEET TO AN IRON ROD SET;
THENCE SOUTH 29 DEGREES 14 MINUTES 32 SECONDS EAST, A DISTANCE OF 353.65 FEET TO AN IRON ROD SET;
THENCE NORTH 62 DEGREES 40 MINUTES 43 SECONDS EAST, A DISTANCE OF 122.55 FEET TO AN IRON ROD SET;
THENCE NORTH 78 DEGREES 47 MINUTES 27 SECONDS EAST, A DISTANCE OF 190.22 FEET TO AN IRON ROD SET;
THENCE NORTH 56 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 422.96 FEET TO AN IRON ROD SET;
THENCE NORTH 51 DEGREES 10 MINUTES 35 SECONDS EAST, A DISTANCE OF 221.34 FEET TO AN IRON ROD SET;
THENCE NORTH 49 DEGREES 15 MINUTES 59 SECONDS EAST, A DISTANCE OF 392.93 FEET TO AN IRON ROD SET;
THENCE NORTH 03 DEGREES 21 MINUTES 14 SECONDS EAST, A DISTANCE OF 89.49 FEET TO AN IRON ROD SET;
THENCE NORTH 18 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 765.66 FEET TO AN IRON ROD SET;
THENCE NORTH 63 DEGREES 17 MINUTES 56 SECONDS EAST, A DISTANCE OF 1136.00 FEET TO AN IRON ROD SET;
THENCE NORTH 25 DEGREES 14 MINUTES 13 SECONDS EAST, A DISTANCE OF 1345.13 FEET TO AN IRON ROD SET;
THENCE NORTH 23 DEGREES 51 MINUTES 45 SECONDS WEST, A DISTANCE OF 1011.09 FEET TO AN IRON ROD SET;
THENCE NORTH 22 DEGREES 12 MINUTES 27 SECONDS EAST, A DISTANCE OF 540.3

FEET +/- TO A POINT INTERSECTING THE MEAN LOW WATER LINE OF THE SAVANNAH RIVER;
 THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID MEAN LOW WATER LINE OF THE SAVANNAH RIVER APPROXIMATELY 600 FEET TO A POINT INTERSECTING THE MEAN LOW WATER LINE OF THE SOUTH CHANNEL;
 THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID MEAN LOW WATER LINE OF THE SOUTH CHANNEL APPROXIMATELY 4,350 FEET TO A POINT;
 THENCE IN A SOUTHERLY DIRECTION ALONG SAID MEAN LOW WATER LINE OF THE SOUTH CHANNEL APPROXIMATELY 420 FEET TO A POINT;
 THENCE SOUTH 31 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 69.1 FEET +/- TO A POINT;
 THENCE NORTH 66 DEGREES 08 MINUTES 12 SECONDS WEST, A DISTANCE OF 48.44 FEET TO A POINT;
 THENCE SOUTH 73 DEGREES 27 MINUTES 18 SECONDS WEST, A DISTANCE OF 28.94 FEET TO A POINT;
 THENCE SOUTH 35 DEGREES 55 MINUTES 01 SECONDS WEST, A DISTANCE OF 21.09 FEET TO A POINT;
 THENCE SOUTH 84 DEGREES 17 MINUTES 34 SECONDS WEST, A DISTANCE OF 31.05 FEET TO A POINT;
 THENCE SOUTH 09 DEGREES 46 MINUTES 58 SECONDS WEST, A DISTANCE OF 67.28 FEET TO A POINT;
 THENCE SOUTH 15 DEGREES 55 MINUTES 59 SECONDS WEST, A DISTANCE OF 39.12 FEET TO A POINT;
 THENCE SOUTH 46 DEGREES 34 MINUTES 45 SECONDS EAST, A DISTANCE OF 39.82 FEET TO A POINT;
 THENCE SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 42.47 FEET TO A POINT;
 THENCE SOUTH 31 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 1822.23 FEET TO AN IRON ROD SET;
 THENCE ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 569.87' (AND BEING SUBTENDED BY A CHORD BEARING SOUTH 62 DEGREES 11 MINUTES 44 SECONDS WEST, A CHORD DISTANCE OF 586.42 FEET), A DISTANCE OF 615.97 FEET ALONG SAID CURVE TO AN IRON ROD SET;
 THENCE NORTH 86 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 236.31 FEET TO AN IRON ROD SET;
 THENCE ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1960.08' (AND BEING SUBTENDED BY A CHORD BEARING SOUTH 76 DEGREES 52 MINUTES 15 SECONDS WEST, A CHORD DISTANCE OF 1099.66 FEET), A DISTANCE OF 1114.61 FEET ALONG SAID CURVE TO AN IRON ROD SET;
 THENCE SOUTH 60 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 4523.04 FEET TO AN IRON ROD SET;
 THENCE ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 500.00' (AND BEING SUBTENDED BY A CHORD BEARING SOUTH 64 DEGREES 26 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 67.25 FEET), A DISTANCE OF 67.30 FEET ALONG SAID CURVE TO AN IRON ROD SET;
 THENCE SOUTH 68 DEGREES 17 MINUTES 31 SECONDS WEST, A DISTANCE OF 948.71 FEET TO AN IRON ROD SET;
 THENCE ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 567.49'

(AND BEING SUBTENDED BY A CHORD BEARING SOUTH 61 DEGREES 35 MINUTES 51 SECONDS WEST, A CHORD DISTANCE OF 132.31 FEET), A DISTANCE OF 132.61 FEET ALONG SAID CURVE TO AN IRON ROD SET;
THENCE SOUTH 54 DEGREES 54 MINUTES 11 SECONDS WEST, A DISTANCE OF 73.57 FEET TO AN IRON ROD SET;
THENCE ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 721.67' (AND BEING SUBTENDED BY A CHORD BEARING SOUTH 70 DEGREES 35 MINUTES 39 SECONDS WEST, A CHORD DISTANCE OF 390.36 FEET), A DISTANCE OF 395.28 FEET ALONG SAID CURVE TO AN IRON ROD SET;
THENCE SOUTH 86 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 695.71 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 5th G.M. DISTRICT, CHATHAM COUNTY, GEORGIA AND BEING DESIGNATED PARCEL 4, CONTAINING 76.4 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY ENTITLED "MINOR SUBDIVISION AND RECOMBINATION SURVEY OF THE FORMER TRONOX PROPERTY", PREPARED BY SUNDIAL LAND SURVEYING, P.C., DATED JULY 21, 2017, CERTIFIED BY MICHAEL A. HUSSEY, GEORGIA REGISTERED LAND SURVEYOR NO. 2509, AND RECORDED IN BOOK 51 PAGE 169, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD SET ON THE SOUTHERN PRIVATE RIGHT-OF-WAY LINE OF ELBA ISLAND ROAD AT ITS INTERSECTION WITH THE SOUTHWEST CORNER OF THIS PARCEL 4, SAID IRON ROD SET HAVING GEORGIA STATE PLANE COORDINATES EAST ZONE OF NORTH 756,838.54 FEET AND EAST 1,014,410.52 FEET;

EXTEND THENCE ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 669.86' (AND BEING SUBTENDED BY A CHORD BEARING NORTH 62 DEGREES 11 MINUTES 45 SECONDS EAST, A CHORD DISTANCE OF 689.32 FEET), A DISTANCE OF 724.06 FEET ALONG SAID CURVE TO AN IRON ROD SET;
THENCE NORTH 31 DEGREES 13 MINUTES 47 SECONDS EAST, A DISTANCE OF 1813.22 FEET TO A POINT;
THENCE NORTH 51 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 36.71 FEET TO A POINT;
THENCE NORTH 84 DEGREES 35 MINUTES 46 SECONDS EAST, A DISTANCE OF 66.13 FEET TO A POINT;
THENCE NORTH 61 DEGREES 30 MINUTES 25 SECONDS EAST, A DISTANCE OF 74.40 FEET TO A POINT;
THENCE NORTH 21 DEGREES 12 MINUTES 56 SECONDS EAST, A DISTANCE OF 27.07 FEET TO A POINT;
THENCE NORTH 51 DEGREES 29 MINUTES 32 SECONDS EAST, A DISTANCE OF 32.19 FEET TO A POINT;
THENCE NORTH 07 DEGREES 52 MINUTES 11 SECONDS WEST, A DISTANCE OF 56.10 FEET TO A POINT;
THENCE NORTH 40 DEGREES 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 37.82 FEET TO A POINT;

THENCE SOUTH 75 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 25.78 FEET TO A POINT;
THENCE SOUTH 61 DEGREES 42 MINUTES 47 SECONDS WEST, A DISTANCE OF 22.95 FEET TO A POINT;
THENCE NORTH 13 DEGREES 32 MINUTES 32 SECONDS WEST, A DISTANCE OF 12.71 FEET TO A POINT;
THENCE NORTH 31 DEGREES 13 MINUTES 47 SECONDS EAST, A DISTANCE OF 107.1 FEET +/- TO A POINT AT THE MEAN LOW WATER LINE OF THE SOUTH CHANNEL;
THENCE IN A NORTHERLY DIRECTION ALONG SAID MEAN LOW WATER LINE OF THE SOUTH CHANNEL AN APPROXIMATE DISTANCE OF 360 FEET TO A POINT;
THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID MEAN LOW WATER LINE OF THE SOUTH CHANNEL AN APPROXIMATE DISTANCE OF 1,400 FEET TO A POINT;
THENCE IN A SOUTHERLY DIRECTION ALONG THE MEAN LOW WATER LINE OF SAINT AUGUSTINE CREEK AN APPROXIMATE DISTANCE OF 1,600 FEET TO A POINT;
THENCE NORTH 63 DEGREES 56 MINUTES 43 SECONDS WEST, A DISTANCE OF 352.9 +/- FEET TO AN IRON ROD SET;
THENCE ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1860.08' (AND BEING SUBTENDED BY A CHORD BEARING NORTH 75 DEGREES 23 MINUTES 29 SECONDS WEST, A CHORD DISTANCE OF 738.26 FEET), A DISTANCE OF 743.19 FEET ALONG SAID CURVE TO AN IRON ROD SET;
THENCE NORTH 86 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 1081.43 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 5th G.M. DISTRICT, CHATHAM COUNTY, GEORGIA, AND BEING DESIGNATED PARCEL 5, CONTAINING 25.6 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY ENTITLED "MINOR SUBDIVISION AND RECOMBINATION SURVEY OF THE FORMER TRONOX PROPERTY", PREPARED BY SUNDIAL LAND SURVEYING, P.C., DATED JULY 21, 2017, CERTIFIED BY MICHAEL A. HUSSEY, GEORGIA REGISTERED LAND SURVEYOR NO. 2509, AND RECORDED IN BOOK 51 PAGE 169, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE EASTERN PROPERTY LINE OF LANDS OF AMERICAN RED CROSS WITH THE WESTERN PROPERTY LINE OF TRACT "A" OF PARCEL 2 SHOWN ON THE ABOVE-REFERENCED SURVEY, SAID IRON ROD FOUND HAVING GEORGIA STATE PLANE COORDINATES EAST ZONE OF NORTH 753,935.22 FEET AND EAST 1,002,495.90 FEET;

EXTEND THENCE NORTH 25 DEGREES 56 MINUTES 47 SECONDS EAST, A DISTANCE OF 2510.75 FEET TO AN IRON ROD SET, WHICH IS THE POINT OF BEGINNING FOR THE HEREINAFTER DESCRIBED PARCEL, SAID IRON ROD SET HAVING GEORGIA STATE PLANE COORDINATES EAST ZONE OF NORTH 756,192.90 FEET AND EAST 1,003,594.43 FEET;

EXTEND THENCE NORTH 25 DEGREES 56 MINUTES 47 SECONDS EAST, A DISTANCE OF 2279.4 +/- FEET TO A POINT AT THE MEAN LOW WATER LINE OF THE SAVANNAH

RIVER;
THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID MEAN LOW WATER LINE OF THE SAVANNAH RIVER APPROXIMATELY 1500 FEET TO A POINT;
THENCE SOUTH 31 DEGREES 08 MINUTES 46 SECONDS EAST, A DISTANCE OF 487.0 FEET+/- TO A POINT;
THENCE NORTH 57 DEGREES 23 MINUTES 07 SECONDS EAST, A DISTANCE OF 750.00 FEET TO A POINT;
THENCE NORTH 32 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 182.0 FEET+/- TO A POINT AT THE MEAN LOW WATER LINE OF THE SAVANNAH RIVER;
THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID LOW WATER LINE OF THE SAVANNAH RIVER APPROXIMATELY 250 FEET TO A POINT;
THENCE SOUTH 05 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 469.1 FEET+/- TO AN IRON ROD SET;
THENCE SOUTH 57 DEGREES 23 MINUTES 07 SECONDS WEST, A DISTANCE OF 775.98 FEET TO AN IRON ROD SET;
THENCE NORTH 70 DEGREES 32 MINUTES 17 SECONDS WEST, A DISTANCE OF 460.14 FEET TO AN IRON ROD SET;
THENCE ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3300.00' (AND BEING SUBTENDED BY A CHORD BEARING SOUTH 46 DEGREES 28 MINUTES 38 SECONDS WEST, A CHORD DISTANCE OF 2159.09 FEET), A DISTANCE OF 2199.59 FEET ALONG SAID CURVE TO AN IRON ROD SET;
THENCE SOUTH 27 DEGREES 22 MINUTES 56 SECONDS WEST, A DISTANCE OF 769.53 FEET TO AN IRON ROD SET;
THENCE ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00' (AND BEING SUBTENDED BY A CHORD BEARING SOUTH 49 DEGREES 52 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 229.50 FEET), A DISTANCE OF 235.50 FEET ALONG SAID CURVE TO AN IRON ROD SET;
THENCE SOUTH 72 DEGREES 21 MINUTES 31 SECONDS WEST, A DISTANCE OF 24.81 FEET TO THE POINT OF BEGINNING.

On information and belief, AND WITHOUT EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY GRANTOR OF ANY KIND, Parcel 3, Parcel 4 and Parcel 5 described above constitute "marshland" as defined by the Coastal Marshland Protection Act of 1970.

Exhibit B to Quitclaim Deed

LEGAL DESCRIPTION OF THE SITE

TRACT ONE

ALL that certain tract or parcel of land situate, lying and being in Chatham County, Georgia, being a portion of the Deptford tract, containing 1,600 acres, more or less, as described in Warranty Deed dated July 12, 1951 from Savannah District Authority to American Cyanamid Company, as corrected by Deeds of Correction dated October 5, 1954 and January 17, 1962, recorded, respectively, in Deed Book 54-D, Page 428; Deed Book 60-R, Page 108 and Deed Book 79-V, Page 29 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

AND, ALSO:

ALL that certain tract or parcel of land situate, lying and being in Chatham County, Georgia, familiarly known as Fort Jackson (formerly Fort Oglethorpe), as described in Deed dated September 2, 1953 from the Mayor and Aldermen of the City of Savannah to American Cyanamid Company recorded in Deed Book 58-Y, Page 101 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

AND, ALSO:

ALL that certain strip or parcel of land situate, lying and being in Chatham County, Georgia, containing 4.4 acres, more or less, as described in that certain Deed dated November 12, 1974 from Southern Natural Gas Company to American Cyanamid Company, recorded in Deed Book 104-L, Page 529 of the records of Chatham County, Georgia to which reference is hereby made for a complete description.

LESS AND EXCEPT, HOWEVER, those portions thereof described as follows:

A tract containing 7.8 acres, more or less, as described in Deed dated June 10, 1965 from American Cyanamid Company to State of Georgia, recorded in Deed Book 88-O, Page 439 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

A 35-foot wide strip of land as described in Right-of-Way Deed dated June 22, 1965 from American Cyanamid Company to Chatham County, Georgia, recorded in Deed Book 88-V, page 175 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

Tracts containing 2.33 acres, more or less, and 7 acres, more or less, as described in Deed dated November 12, 1974 from American Cyanamid Company to Southern Natural Gas Company, recorded in Deed Book 104-L, page 512 of the records of Chatham County, Georgia, to which reference is hereby made for a complete description.

A 1.873 acre tract, more or less, and a 0.047 acre tract, more or less, described in Right of Way Deed dated May 5, 1986 from Kemira, Inc. to Chatham County, Georgia recorded at Deed Book 130-G, Page 474, aforesaid records, to which reference is hereby made for a complete description.

AND, ALSO:

Those certain easements as described in Agreement dated August 16, 1976 between Central of Georgia Railroad Company and American Cyanamid Company, recorded in Deed Book 107-L, page 293 of the records of Chatham County, Georgia; Agreement dated February 19, 1976, between Central of Georgia Railroad Company, Seaboard Coast Line Railroad Company and American Cyanamid Company, recorded in Deed Book 106-P, Page 850 of the records of Chatham County, Georgia; and Easement dated November 12, 1974 from Southern Natural Gas Company to American Cyanamid Company, recorded in Deed Book 104-L, Page 527 of the Records of Chatham County, Georgia, to all of which reference is hereby made.

TRACT TWO

ALL that certain lot, tract or parcel of land situate, lying and being in the 5th G M. District of Chatham County, Georgia, consisting of approximately 8 acres, more or less, being a portion of the J. D. McLamb Tract at Causton Bluff West of a creek or canal which commences at a point 1,960 feet, more or less, West of the Wilmington River, on the North side of the Islands Expressway and running generally in a Northerly direction from said Islands Expressway to the former Central of Georgia Railroad right-of-way; said tract as a whole being bounded on the North by said former Central of Georgia right-of-way; on the East by said canal or creek; on the South by Islands Expressway; and on the West by the Elba Island Road 60 foot right-of-way as shown in Plat Record Book Y, Page 79 of the plat records of the Superior Court of Chatham County, Georgia. Said property being all of the property described as Parcel Two in that certain Warranty Deed from J. D. McLamb to L. Owen Fulghum dated October 31, 1985 and recorded in Deed Book 128-M, Page 630 and re-recorded in Deed Book 128-W, Page 697 of the Deed Records of Chatham County, Georgia.

SUBJECT, HOWEVER, to any lawful claims by the State of Georgia or other governmental body to such portions of said property as may be "marshland" as defined by the Coastal Marshland Protection Act of 1970.

LESS AND EXCEPT, HOWEVER, that portion of said property conveyed by L. Owen Fulghum to the Department of Transportation by Right-of-Way Deeds dated November 20, 1985 and recorded in Deed Book 129-T, Pages 273 and 275, said Deed records.