

After Recording Return to:  
Symrise Inc.  
James Carson  
209 SCM Road  
Brunswick, GA 31523

CROSS-REFERENCE:  
County: Glynn  
Deed Book: 2718  
Page(s): 325

## 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 EPD and Symrise Holding, Inc.. as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** Symrise Inc.  
209 SCM Road  
Brunswick, GA 31523

**Grantee/Holder with the power to enforce:** Symrise Holding, Inc.  
209 SCM Road  
Brunswick, GA 31523

**Grantee/Entity with express power to enforce:** State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, GA 30334

### Property Subject

The property subject to this Environmental Covenant is a tract of approximately 189 acres of real property located at 209 SCM Road, Brunswick, Glynn County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on April 30, 2010 to LyondellBasell Flavors & Fragrances, LLC; such conveyance is recorded in Deed Book 2718, Page 325, of the Glynn County deed records.

The tax parcel of the Property is 02-02253 of Glynn County, Georgia.

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

## **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 Symrise Inc. and Symrise Holding, Inc., 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 and/or being performed at the Symrise Colonels Island facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

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

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

- A. Groundwater Limitation. Groundwater in water-bearing zones from 0 to 100 feet below ground surface at the Property shall not be used for any purpose; provided, however, that this restriction does not apply to the collection of groundwater samples and the installation and use of groundwater monitoring, recovery, injection, or extraction wells and similar devices used for or related to the performance of groundwater assessment or remediation.

**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 and Symrise Holding, Inc. 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 Change of Use. 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 change the use of the Property or to apply for a building permit for construction at the Property.

### **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 Symrise Holding, Inc. 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.

This Environmental Covenant shall be enforceable by EPD, Symrise Holding, Inc. 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, Symrise Inc. 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, Symrise Inc. 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).** Symrise Inc. represents and warrants that all of the following are true and correct:

- A. Symrise Inc. holds fee simple title to the Property.
- B. Symrise Inc. 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 Symrise Inc. 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 of Symrise Inc.
- D. 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, Symrise Inc. 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:

Jim Carson  
Symrise Inc.  
209 SCM Road  
Brunswick, GA 31523

### **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

Symrise Inc.

[Signature]  
(Signature)

James Carson

Plant Manager

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

Jake L. Williams

Unofficial Witness (print name)

State of Georgia  
County of Glynn

This instrument was signed or attested before  
me this 3 day of August, 2021, by  
James Carson.

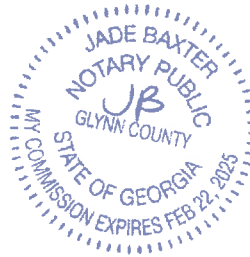
Personally Known  
 Produced Identification

[Signature]

Notary Public (Signature)

My Commission Expires: 02/22/2025

(NOTARY SEAL) \_\_\_\_\_



Grantee

Symrise Holding, Inc.

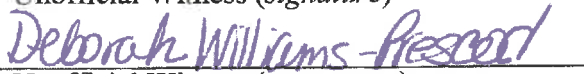
  
\_\_\_\_\_  
(Signature)

Jens Obermueller

Vice President, General Counsel US

Signed in the presence of:

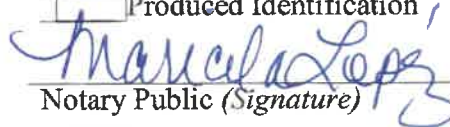
  
\_\_\_\_\_  
Unofficial Witness (signature)

  
\_\_\_\_\_  
Unofficial Witness (print name)

State of New Jersey  
County of Bergen

This instrument was signed or attested before  
me this 5<sup>th</sup> day of August, 2021, by Jens  
Obermueller.

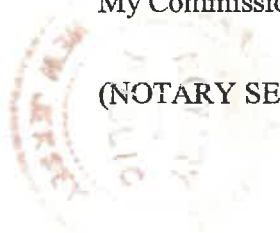
Personally Known  
 Produced Identification

  
\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires:

**MARICELA LOPEZ  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
NOTARY ID 2271180  
MY COMMISSION EXPIRES JANUARY 16, 2026**

(NOTARY SEAL) \_\_\_\_\_



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 10 day of June, 2022 :

R. M. [Signature]  
(Signature)

Signed in the presence of:

Director, Environmental Protection Division

[Signature]  
Unofficial Witness (signature)

Tameca Bailey  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 10 day of June, 2022 by

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) 6/1/2024



Exhibit A  
Legal Description of Property



01

Prepared By and Return to: **KATHY BERRY, ESQ**  
**LYONDELLBASELL INDUSTRIES INC**  
**1221 MCKINNEY, SUITE 1600**  
**HOUSTON TX 77010**

STATE OF GEORGIA

COUNTY OF GLYNN

WARRANTY DEED

THIS INDENTURE, made the 30<sup>th</sup> day of April, 2010, by and between **Millennium Specialty Chemicals, Inc.** (hereinafter "Grantor"), a Delaware corporation, and **LyondellBasell Flavors & Fragrances, LLC** (hereinafter "Grantee"), a limited liability company organized and existing under the laws of the State of Delaware (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits);

WITNESSETH, That:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, subject to the restrictive covenants set forth below, the following described property:

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ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 27TH GEORGIA MILITARY DISTRICT, GLYNN COUNTY, GEORGIA, AND BEING LOCATED ON COLONEL'S ISLAND, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 17 (HAVING A 300-FOOT RIGHT-OF-WAY), WHICH POINT ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=699,237.76, Y=405,118.46;

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RUN THENCE NORTH 74° 29' 00" WEST, A DISTANCE OF 2,169.61 FEET TO A POINT;

THENCE NORTH 44° 17' 00" WEST, A DISTANCE OF 1,696.81 FEET TO AN IRON PIN LOCATED ON THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 17, WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=695,962.54, Y=406,913.70;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 17 RUN SOUTH 45° 43' 00" WEST, A DISTANCE OF 2,740.76 FEET TO AN IRON PIN;

THENCE SOUTH 45° 00' 00" WEST, A DISTANCE OF 200.0 FEET TO AN IRON PIN, WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=693,859.06, Y=404,858.62, SAID IRON PIN BEING THE **TRUE POINT OF BEGINNING**;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, RUN THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 200.0 FEET TO AN IRON PIN, WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=694,000.48, Y=404,717.20;

THENCE IN A SOUTHERLY DIRECTION A DISTANCE OF 2,262.73 FEET TO AN IRON PIN, WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=694,000.48, Y=402,454.47;

THENCE SOUTH 45° 00' 00" WEST, A DISTANCE OF 642.66 FEET TO AN IRON PIN, WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=693,546.06, Y=402,000.03;

THENCE IN A WESTERLY DIRECTION A DISTANCE OF 3,328.25 FEET TO AN IRON PIN WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=690,217.81, Y=402,000.10;

THENCE NORTH 51° 08' 00" WEST A DISTANCE OF 469.78 FEET TO AN IRON PIN;

THENCE NORTH 12° 21' 00" WEST, A DISTANCE OF 293.80 FEET TO AN IRON PIN;

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THENCE NORTH 58° 13' 00" WEST, A DISTANCE OF 314.70 FEET TO AN IRON PIN;

THENCE NORTH 20° 16' 00" EAST, A DISTANCE OF 360.80 FEET TO AN IRON PIN;

THENCE NORTH 37° 39' 00" EAST, A DISTANCE OF 892.50 FEET TO AN IRON PIN;

THENCE SOUTH 73° 06' 00" EAST, A DISTANCE OF 392.60 FEET TO AN IRON PIN;

THENCE NORTH 64° 07' 00" EAST, A DISTANCE OF 319.0 FEET TO AN IRON PIN;

THENCE NORTH 52° 31' 00" EAST, A DISTANCE OF 299.35 FEET TO AN IRON PIN, WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=691,092.00, Y=404,000.06;

THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 1,908.70 FEET TO AN IRON PIN, WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=693,000.70, Y=404,000.03;

THENCE NORTH 45° 00' 00" EAST, A DISTANCE OF 1,214.21 FEET TO AN IRON PIN BEING THE TRUE POINT OF BEGINNING.

TOGETHER WITH ANY PORTION OF HIGHLAND WHICH LIES ABOVE THE HIGH WATER MARK AND EXTENDS BEYOND THE NORTHWESTERN BOUNDARY OF THE ABOVE—DESCRIBED PROPERTY AND IS CONTIGUOUS TO THE ABOVE-DESCRIBED PROPERTY.

LESS AND EXCEPT ANY PORTION OF THE ABOVE-DESCRIBED PROPERTY LYING AND BEING BELOW THE HIGH WATER MARK.

THE ABOVE-DESCRIBED PROPERTY CONTAINS 191.23 ACRES OF HIGH LAND, AND IS SHOWN AS "PROPOSED SCM SITE" ON THAT CERTAIN PLAT OF SURVEY PREPARED FOR SCM CORPORATION, BY BILETZSKOV & ASSOCIATES, INC., JOE BILETZSKOV, GEORGIA REGISTERED LAND SURVEYOR NO. 1672, DATED JANUARY 21, 1977, AND LAST REVISED MAY 27, 1977, WHICH PLAT IS RECORDED IN PLAT DRAWER 15, AS MAP NUMBER 575, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF GLYNN COUNTY, GEORGIA, AND IS INCORPORATED HEREIN BY THIS REFERENCE.

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TOGETHER WITH A NON-EXCLUSIVE, PERPETUAL EASEMENT OF INGRESS AND EGRESS OVER, ACROSS, UNDER AND UPON THE PROPERTY OF GRANTOR'S PREDECESSOR, MORE PARTICULARLY DESCRIBED BELOW (HEREINAFTER REFERRED TO HEREIN AS THE "ROAD EASEMENT PROPERTY") FOR (A) THE CONSTRUCTION, MAINTENANCE, REPAIR, RESURFACING, AND USE OF A HARD-PACKED OR PAVED ROADWAY FOR VEHICULAR AND PEDESTRIAN INGRESS TO AND FROM THE PROPERTY AND U.S. HIGHWAY 17, (B) THE INSTALLATION, RELOCATION, MAINTENANCE, REPAIR, REPLACEMENT, AND USE OF UTILITY LINES SERVICING THE PROPERTY, (C) THE CONSTRUCTION AND MAINTENANCE OF A SIGN IDENTIFYING ANY FACILITIES OR IMPROVEMENTS HEREAFTER CONSTRUCTED UPON THE PROPERTY, AND (D) THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION AND USE OF A LINE OF RAILROAD SERVING THE PROPERTY AND RUNNING BETWEEN THE PROPERTY AND THE NOW EXISTING LINE OF RAILROAD OWNED BY GRANTOR'S PREDECESSOR ON COLONEL'S ISLAND, GEORGIA. THE FOREGOING EASEMENTS AND RIGHTS OF USE HEREBY CONVEYED TO GRANTEE WITH RESPECT TO THE ROAD EASEMENT PROPERTY SHALL BE APPURTENANT TO, AND SHALL RUN WITH TITLE TO, THE PROPERTY AND SHALL BE A BURDEN UPON, AND SHALL RUN WITH THE TITLE TO, THE ROAD EASEMENT PROPERTY, WHICH ROAD EASEMENT PROPERTY IS DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 17 (HAVING A 300-FOOT RIGHT-OF-WAY), WHICH POINT ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=699,237.76, Y=405,118.46;

RUN THENCE NORTH 74° 29' 00" WEST, A DISTANCE OF 2,169.61 FEET TO A POINT;

THENCE NORTH 44° 17' 00" WEST, A DISTANCE OF 1,696.81 FEET TO AN IRON PIN LOCATED ON THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 17, WHICH IRON PIN, ACCORDING TO THE GEORGIA GEODETIC COORDINATE SYSTEM, EAST ZONE, HAS THE COORDINATES X=695,962.54, Y=406,913.70, SAID IRON PIN BEING THE **TRUE POINT OF BEGINNING**:

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Exhibit B  
Map of Property

