D: DEED B: 5131 P: 138 06/18/2025 01:40 PM 0632025005828 Pages: 21 Recording Fee: \$25.00

Rebecca J. Walden Clerk of Superior Court, Glynn County, GA

After recording return to: Hercules LLC

Attn: General Counsel's Office

500 Hercules Road Wilmington, DE 19808

CROSS REFERENCE:	
Glynn 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 Hercules LLC as set forth herein.

Fee Simple Owner/Grantor: Pinova, Inc.

150 Firmenich Way Newark, NJ 07114

Grantee/Holder with the

power to enforce:

Hercules LLC 500 Hercules Road Wilmington, DE 19808

Grantee/Entity with 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 the property consisting of 151.985 acres, owned by Pinova, Inc. (hereinafter "Property"), located at 2801 Cook Street in Brunswick, Glynn County, Georgia 31520. The Property was conveyed on January 28, 2010, from Hercules Incorporated to OPCO-P, Inc., and such conveyance is recorded in Deed Book 2684, Page 309-312, of the Glynn County deed records. As reflected in the Affidavit of Facts Respecting Title to Land recorded in Deed Book 4887, Page 217, of the Glynn County deed records, OPCO-P, Inc. changed its name to Pinova, Inc. pursuant to an amendment to Article First of its Certificate of Incorporation as evidenced by that certain Certificate of Amendment of Certificate of Incorporation of OPCO-P, Inc. dated January 28, 2010, and having been duly filed in the office of the Secretary of State of the State of Delaware on January 28, 2010. The Property is further identified by the tax parcel ID number below. The Property is located in the 26th Georgia Militia District (G.M.D.) of Glynn County, Georgia.

The tax parcel of the Property is ID Number 01-03935 of Glynn County, Georgia.

A legal description of the Property is attached as Exhibit A and a survey of the Property performed by a licensed surveyor 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 Grantor, Hercules LLC and EPD 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 from corrective action being or to be performed at the Hercules LLC/Pinova facility located at 2801 Cook Street, Brunswick, Glynn County, Georgia, which impacts or may impact the Property. Records pertaining to the corrective action are available at the following EPD location in the files for Hazardous Waste Facility Permit No. HW-052 (D&S)-2 and Hazardous Site Inventory No. 10058:

Georgia Environmental Protection Division Hazardous Waste Corrective Action Program 2 MLK Jr. Drive, S.E., Suite 1058 East Tower Atlanta, Georgia 30334 Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice. The Property has been listed on the State's Hazardous Site Inventory at HSI #10058 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 the Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

Activity and Use Limitations

- A. <u>Groundwater Limitations</u>. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater beneath the Property for environmental investigation, monitoring, remediation, and/or corrective action purposes is not impacted by this provision and shall remain permitted.
- B. Real Property. No portion of the Property where occupants could be exposed to soil shall be used for residential purposes as defined in Section 391-3-19-.02 unless it is first demonstrated to EPD's satisfaction that any such exposure shall not exceed applicable residential risk reduction standards, that such use shall comply with the vapor intrusion controls required by Activity and Use Limitation "E" of this Environmental Covenant, and Grantee/Entity provides written approval of the change in use. For clarity, this restriction shall not limit multifamily residential uses within interior portions of structures at levels located above the ground-level floor or located above below-grade ground level parking structures now existing or erected in the future on the Property, nor commercial uses classified as residential by Section 391-3-19-.02 in those same above-grade areas, all provided residents are not exposed to soils above residential risk reduction standards at

Page | 2

- ground level and that such future use shall comply with the vapor intrusion controls required by Activity and Use Limitation "E" of this Environmental Covenant.
- C. Construction Worker Notices. A Site-Specific Health and Safety Plan (HSP) and Soil Management Plan (SMP) are in place to address potential exposure by construction and utility workers to affected soils and/or groundwater at the Property. The Owner shall be bound by the HSP and SMP, as may be modified or amended from time to time. If affected soils and/or groundwater will be encountered during construction activities, Owner shall ensure that a copy of the HSP and SMP is provided in advance to the individual(s) responsible for such activities so that appropriate protective measures are taken to protect worker health and safety.
- D. <u>Non-Interference</u>. Owner shall prohibit any activity at the Property that may interfere with the groundwater monitoring well network or the in-situ soil stabilization area identified as the "Former Toxaphene Tank Farm," shown on the attached Exhibit C.

E. Vapor Intrusion

- 1) New Construction. No person may construct a new building or structure to be enclosed and occupiable at the Property unless that structure or building is elevated from the grade of the Property or constructed as slab-on-grade (i.e., no basement). Further, no person may construct a new building or structure to be enclosed and occupiable at the Property, regardless of grade level, unless that structure or building incorporates engineering controls, such as a sub-slab vapor barrier or venting system, that are designed to manage the potential for vapor intrusion. EPD may waive these restrictions in writing if data and analysis are presented to EPD demonstrating that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.
- 2) Modification of Existing Structures. No person may modify any existing structure or building at the Property so as to be enclosed and occupiable, unless a current evaluation of the potential for vapor intrusion into the enclosed and occupiable space of such a building or structure is performed, and additional remedial or mitigation measures, as necessary, are implemented to mitigate unacceptable risks associated with vapor intrusion into the building or structure.

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

- F. 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).
- G. 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 Hercules LLC. 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.

- H. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, including those identified in the attached Exhibit C, 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, to apply for a building permit for construction at the Property, or to perform any site work.
- I. <u>Termination or Modification</u>. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-5, unless and until the Director determines in its sole discretion that the Property meets cleanup standards or other applicable Risk Reduction Standards derived in accordance with the Georgia Environmental Protection Division Guidance for Selecting Media Remediation for Solid Waste Management Units, November 1996 (or its replacement), whereupon the Environmental Covenant can be amended or terminated in accordance with the Georgia Uniform Environmental Covenants Act. In the event of a termination or amendment of the Environmental Covenant, such amendment or termination shall be recorded in every county in which any portion of the Property is located, in accordance with O.C.G.A. § 44-16-8(a).

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

In addition to any rights already possessed by EPD and/or Grantee/Holder, authorized representatives of EPD and Hercules LLC shall have the right to enter the Property at reasonable times for the purpose of performing, evaluating or inspecting the corrective action conducted at the Property or for the purpose of the 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. Owner shall reasonably cooperate with EPD and Grantee/Holder in connection with these activities.

This Environmental Covenant shall be enforceable by EPD, Hercules LLC, and other parties as provided in the Act. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce compliance. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

The rights of EPD 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, Hercules LLC shall record the Environmental Covenant with the Recorder of Deeds for Glynn County in accordance with the law governing the recording and priority of interests in real property, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Additionally, upon recording of this Environmental Covenant, Hercules 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. Grantor represents and warrants that all of the following are true and correct:

- A. Grantor holds fee simple title to the Property.
- B. Grantor has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it herein, has the ability to carry out the obligations described herein and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Grantor that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described herein will not conflict with any of the provisions of the organizational documents or operating agreement of Grantor, nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Grantor is a party or by which Grantor may be bound.
- D. Pinova has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained.
- 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, Grantor 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 D: DEED B: 5131 P: 143 06/18/2025 01:40 PM 0632025005828 Page 6 of 21

Atlanta, GA 30334

With a copy to:

Hercules LLC Attn: General Counsel's Office 500 Hercules Road Wilmington, DE 19808

And with a copy to:

Pinova, Inc. 150 Firmenich Way Newark, NJ 07114

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).

[SIGNATURES ON FOLLOWING PAGES]

D: DEED B: 5131 P: 144 06/18/2025 01:40 PM 0632025005828 Page 7 of 21

Grantor Enviror	r has caused this Environmental Covenan nmental Covenants Act, on the 16 day of	t to be executed pursuant to The Georgia Uniform f ~ 2025.		
PINOV	/A, INC.	•		
	phill-			
Name:	Ron Kurtz	Signed in the presence of:		
Title:	Plant Senior Director	Unofficial Witness		
Dated:	May 16, 2025	Unofficial Witness		
STATE	E OF New Jersey TY OF Mercer			
On this 16th day of May , 2025, I certify that Ron Kurtz personally appeared before me, acknowledged that he/she is the Plant Senior Director of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said limited liability company.				
		Notary Public is and for the State of New Jersey		
		EMILY SOTO NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES FEBRUARY 1, 2027		

D: DEED B: 5131 P: 145 06/18/2025 01:40 PM 0632025005828 Page 8 of 21

Grantee/Holder with the Power to Enforce has caused pursuant to The Georgia Uniform Environmental Cov 2025.	
HERCULES LLC	
ELL D M4//	Signed in the presence of:
Name: Edward D. Meeks	Barbara Xerlin
Title: Senior Manager - Remediation	Unofficial Witness
Dated: 5/7/2025	Mugaret Uccardo Unofficial Witness
STATE OF PA	-
COUNTY OF Montgomer	
7-	- l - A 4
On this day of, 2025 personally appeared before me, acknowledged that he	5, I certify that Edward D. Meeks
liability company that executed the within and forego	
and voluntary act and deed of said limited liability co	
mentioned, and on oath stated that he/she was authoritiability company.	zed to execute said instrument for said limited
• •	
	Kimberly V. Jawan
Ī	Notary Public in and for the State of
5	, residing at
r	My appointment expires
	Commonwealth of Pennsylvania - Notary Seal Kimberly A. Lawson, Notary Public Montgomery County My Commission Expires April 7, 2028 Commission Number 1093149

D: DEED B: 5131 P: 146 06/18/2025 01:40 PM 0632025005828 Page 9 of 21

For the Environmental Protection Division, Do this <i>13th</i> day of <i>Jane</i> , 202	epartment of Natural Resources, State of Georgia, 25:
Telly a. Con	
(Signature)	Signed in the presence of:
Jeffrey W. Cown Director, Environmental Protection Division	Unoricial Witness
State of Georgia County of Fulton This instrument was signed or attested before me this 12 day of, 2025, by Jeffrey W. Cown.	Unofficial Witness BRETT BLACKWELDER
Personally Known Produced Identification	- THE KAS
Notary Public (Signature) My Commission Expires: 7/9/2027 (NOTARY SEAL)	NOTARY & PUBLIC COUNTY

Exhibit A

TRACT 1A. PINOVA, INC. PROPERTY

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN G.M.D. 26, CITY OF BRUNSWICK, GLYNN COUNTY, GEORGIA AND SHOWN AS TRACT 1A ON A SURVEY PLAT BY GARY R. NEVILL. GA R.L.S. NO. 2401 TITLED "SUBDIVISION OF: A PORTION OF THE HERCULES PLANT SITE", DATED 12/11/09, RECORDED IN P.B. 31, PG. 291, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON PIN FOUND (SSC PC, LSF 317) WHICH MARKS THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF 'K' STREET AND THE WESTERN RIGHT-OF-WAY OF U.S. HIGHWAY-17 (A/K/A GLYNN AVENUE) WHOSE COORDINATES ARE N = 423,687.00 AND E = 872,113.21 (GEORGIA COORDINATE SYSTEM, EAST ZONE); PROCEED THENCE ALONG THE SAID RIGHT-OF-WAY OF 'K' STREET SOUTH 38 DEGREES 52 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 36.82 FEET TO A CONCRETE MONUMENT FOUND; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY OF 'K' STREET SOUTH 72 DEGREES 06 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 224.22 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317) WHICH MARKS THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF 'K' STREET AND THE EASTERN RIGHT-OF-WAY OF STACY STREET; THENCE ALONG THE EASTERN RIGHT-OF-WAY OF STACY STREET NORTH 17 DEGREES 56 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 202.50 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF STACY STREET SOUTH 72 DEGREES 06 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 80.00 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE ALONG THE WESTERN RIGHT-OF-WAY OF STACY STREET SOUTH 17 DEGREES 56 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 202.50 FEET TO A 1/2" IRON PIN FOUND ON THE NORTHERN RIGHT-OF-WAY OF 'K' STREET; THENCE ALONG THE SAID RIGHT-OF-WAY OF 'K' STREET SOUTH 72 DEGREES 06 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO A 1/2" IRON PIN FOUND ON THE EASTERN RIGHT-OF-WAY OF PUTMAN STREET; THENCE ALONG THE EASTERN RIGHT-OF-WAY OF PUTMAN STREET NORTH 17 DEGREES 56 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 202.50 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF PUTMAN STREET SOUTH 72 DEGREES 06 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 80.00 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC. LSF 317); THENCE ALONG THE WESTERN RIGHT-OF-WAY OF PUTMAN STREET SOUTH 17 DEGREES 56 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 202.50 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317) ON THE NORTHERN RIGHT-OF-WAY OF 'K' STREET; THENCE ALONG THE SAID RIGHT-OF-WAY OF 'K' STREET SOUTH 72 DEGREES 06 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 442.49 FEET TO A 3/4" PIPE FOUND; THENCE ALONG THE SAID RIGHT OF WAY OF 'K' STREET A CURVE AN ARC LENGTH OF 193.60', CONCAVE TO THE NORTH (SAID CURVE HAVING A RADIUS OF 451.84', A CHORD BEARING OF SOUTH 84 DEGREES 22 MINUTES 49 SECONDS WEST AND A CHORD LENGTH OF 192.12'), TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317) LOCATED ON THE NORTHERN RIGHT-OF-WAY OF STADIUM STREET; THENCE ALONG THE SAID RIGHT-OF-WAY OF STADIUM STREET NORTH 83 DEGREES 20 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 1114.69 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE ALONG SAID RIGHT-OF-WAY OF 'L' STREET SOUTH 72 DEGREES 13 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 415.00 FEET TO A 1/2" CAPPED IRON PIN FOUND

(SSC PC, LSF 317) AND THE SOUTHEASTERN PROPERTY CORNER OF LOT 119, BLOCK 'B', PERRY PARK; THENCE ALONG THE EASTERN PROPERTY LINE OF LOT 119, BLOCK 'B', PERRY PARK NORTH 17 DEGREES 46 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 510.00 FEET TO A MAG NAIL FOUND AND THE NORTHEASTERN PROPERTY CORNER OF LOT 119, BLOCK 'B', PERRY PARK; THENCE ALONG THE NORTHERN PROPERTY LINE OF LOT 119, BLOCK 'B', PERRY PARK SOUTH 72 DEGREES 13 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 100.00 FEET TO A 'X' FOUND IN CONCRETE LOCATED ON THE EASTERN RIGHT-OF-WAY OF DAVIS STREET: THENCE ALONG THE SAID RIGHT-OF-WAY OF DAVIS STREET AND A PORTION OF THE EASTERN PROPERTY LINE OF PERRY PARK NORTH 17 DEGREES 46 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 1492.51 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE ALONG THE COMMON PROPERTY LINE OF TRACT 1A AND TRACT 1B OF THE HERCULES PLANT SITE THE FOLLOWING COURSES AND DISTANCES: NORTH 73 DEGREES 44 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 532.22 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317): THENCE NORTH 14 DEGREES 43 MINUTES 04 SECONDS WEST FOR A DISTANCE OF B5.B2 FEET TO 1/2" IRON PIN FOUND; THENCE NORTH 72 DEGREES 23 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 539.48 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317): THENCE NORTH 07 DEGREES 46 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 125.93 FEET TO A 1/2" IRON PIN FOUND; THENCE NORTH 63 DEGREES 58 MINUTES 59 SECONDS EAST FOR A DISTANCE OF B7.23 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE SOUTH 63 DEGREES OB MINUTES 06 SECONDS EAST FOR A DISTANCE OF 965.65 FEET TO A 1 /2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE SOUTH 6B DEGREES 16 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 539.00 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE NORTH 80 DEGREES 42 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 184.35 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE NORTH 06 DEGREES 28 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 241.32 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE NORTH 09 DEGREES 43 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 327.50 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE SOUTH 83 DEGREES 21 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 32.58 FEET TO A POINT OCCUPIED BY A FENCE POST AND LOCATED ON THE RIGHT-OF-WAY OF HUNTER STREET; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF HUNTER STREET SOUTH 83 DEGREES 21 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 58.33 FEET TO A POINT OCCUPIED BY A FENCE POST; THENCE ALONG THE EASTERN RIGHT-OF-WAY OF HUNTER STREET NORTH 09 DEGREES 32 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 21.19 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE ALONG THE COMMON PROPERTY LINE OF TRACT 1A AND TRACT 1C OF THE HERCULES PLANT SITE THE FOLLOWING COURSES AND DISTANCES: SOUTH 83 DEGREES 21 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 150.53 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE SOUTH 09 DEGREES 28 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 133.81 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317): THENCE SOUTH 73 DEGREES 21 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 481.38 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE NORTH 08 DEGREES 48 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 67.39 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE SOUTH 81 DEGREES 11 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 75.00 FEET TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317):THENCE ALONG THE PROPERTY NOW OR FORMERLY OWNED BY LBM PROPERTIES, LLC, AND A PORTION OF CARRIE STREET, LLC SOUTH 08 DEGREES 48 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 108.73' FEET TO A POINT: THENCE ALONG THE

COMMON PROPERTY LINE WITH A JWSC PUMP STATION THE FOLLOWING COURSES AND DISTANCES: NORTH 77 DEGREES 30 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 33.67 FEET TO A POINT; THENCE SOUTH 05 DEGREES 46 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 32.72 FEET TO A POINT; THENCE SOUTH 81 DEGREES 11 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 31.87 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OWNED BY JAI JALARAM BAPA, INC., SOUTH 08 DEGREES 48 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 186.15' TO A 1/2" CAPPED IRON PIN FOUND (SSC PC, LSF 317); THENCE SOUTH 81 DEGREES 24 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 199.71 FEET TO A POINT OCCUPIED BY A FENCE POST; THENCE ALONG THE PROPERTY NOW OR FORMERLY OWNED BY AMG, LLC SOUTH 08 DEGREES 05 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 99.73 FEET TO A POINT OCCUPIED BY A FENCE POST; THENCE SOUTH 79 DEGREES 06 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 211.27 FEET TO A NAIL LOCATED ON THE WESTERN RIGHT-OF-WAY OF U.S. HIGHWAY 17; THENCE ALONG THE SAID RIGHT-OF-WAY OF U.S. HIGHWAY 17 ALONG A CURVE AN ARC LENGTH OF 724.57', CONCAVE TO THE WEST (SAID CURVE HAVING A RADIUS OF 2288.00', A CHORD BEARING OF SOUTH 13 DEGREES 16 MINUTES 57 SECONDS WEST AND A CHORD LENGTH OF 721.54'), TO A CONCRETE MONUMENT FOUND: THENCE ALONG THE SAID RIGHT-OF-WAY OF U.S. HIGHWAY 17 A CURVE AN ARC LENGTH OF 370.40', CONCAVE TO THE WEST (SAID CURVE HAVING A RADIUS OF 9714.59', A CHORD BEARING OF SOUTH 21 DEGREES 15 MINUTES 47 SECONDS WEST AND A CHORD LENGTH OF 370.38'), TO A CONCRETE MONUMENT FOUND; THENCE NORTH 70 DEGREES 05 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 10.19 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 20 DEGREES 08 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A CONCRETE MONUMENT FOUND: THENCE SOUTH 70 DEGREES 06 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 10.19 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG THE SAID RIGHT-OF-WAY OF U.S. HIGHWAY 17 A CURVE AN ARC LENGTH OF 36.63', CONCAVE TO THE WEST (SAID CURVE HAVING A RADIUS OF 9715.16', A CHORD BEARING OF SOUTH 20 DEGREES 00 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 36.63'), TO A CONCRETE MONUMENT FOUND; THENCE ALONG THE SAID RIGHT-OF-WAY OF U.S. HIGHWAY 17 SOUTH 19 DEGREES 53 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 142.47 FEET TO A CONCRETE MONUMENT FOUND: THENCE ALONG THE SAID RIGHT-OF-WAY OF U.S. HIGHWAY 17 SOUTH 20 DEGREES 16 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 99.81 FEET TO A POINT; WHICH IS THE POINT OR PLACE OF BEGINNING.

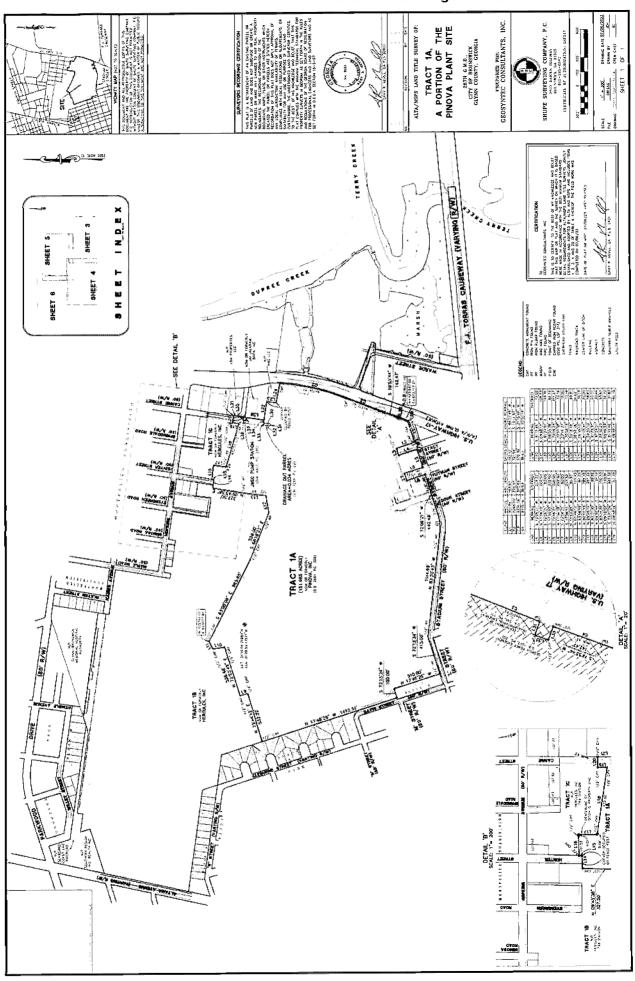
LESS AND EXCEPT 0.034 ACRE DRAINAGE OUT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHOSE COORDINATES ARE: N = 425,181.80 AND E = 872,071.16 (GEORGIA COORDINATE SYSTEM, EAST ZONE); PROCEED SOUTH 81 DEGREES 24 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 08 DEGREES 35 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 75.17 FEET TO A POINT; THENCE NORTH 80 DEGREES 25 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 08 DEGREES 35 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 74.83 FEET TO THE POINT OR PLACE OF BEGINNING.

SAID LOT, TRACT OR PARCEL OF LAND CONTAINS 151.985 ACRES.

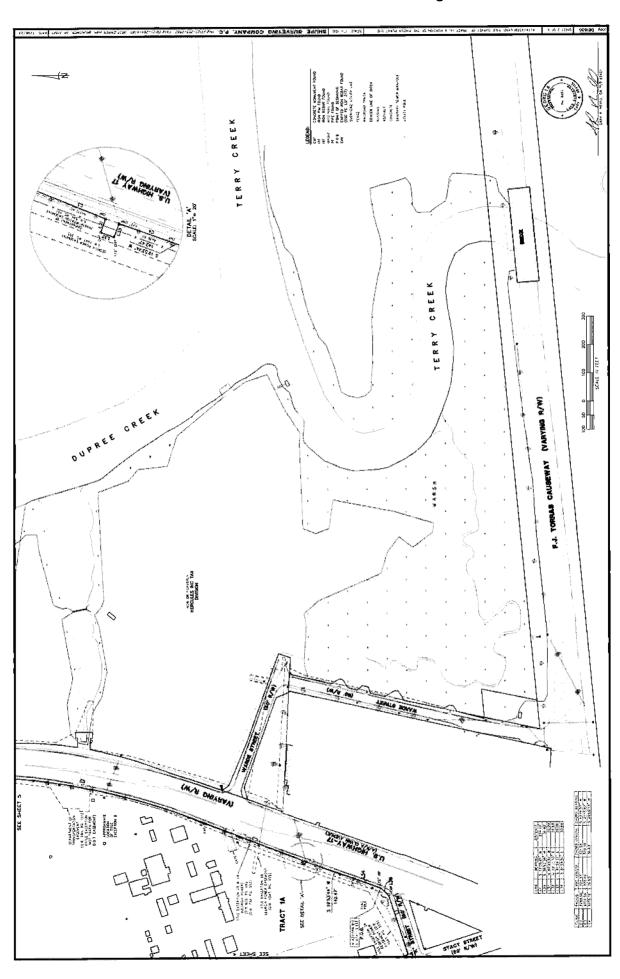
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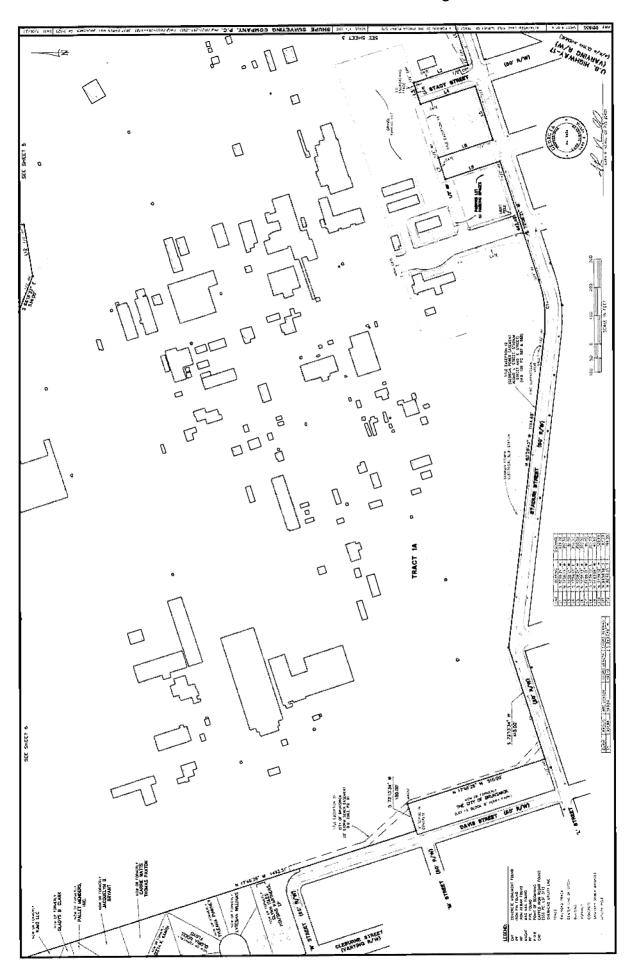
Exhibit B Property Map

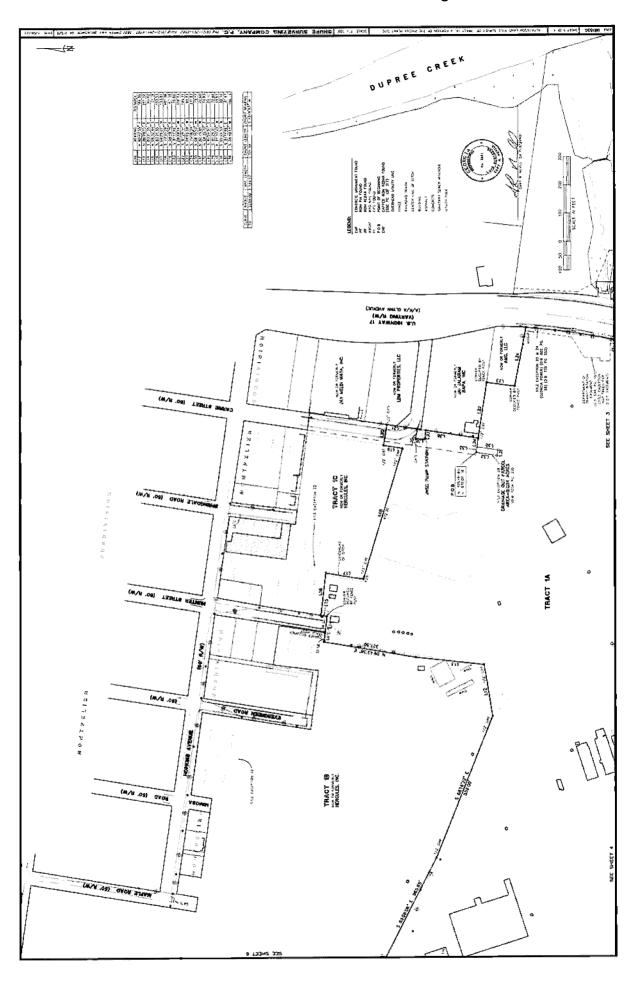


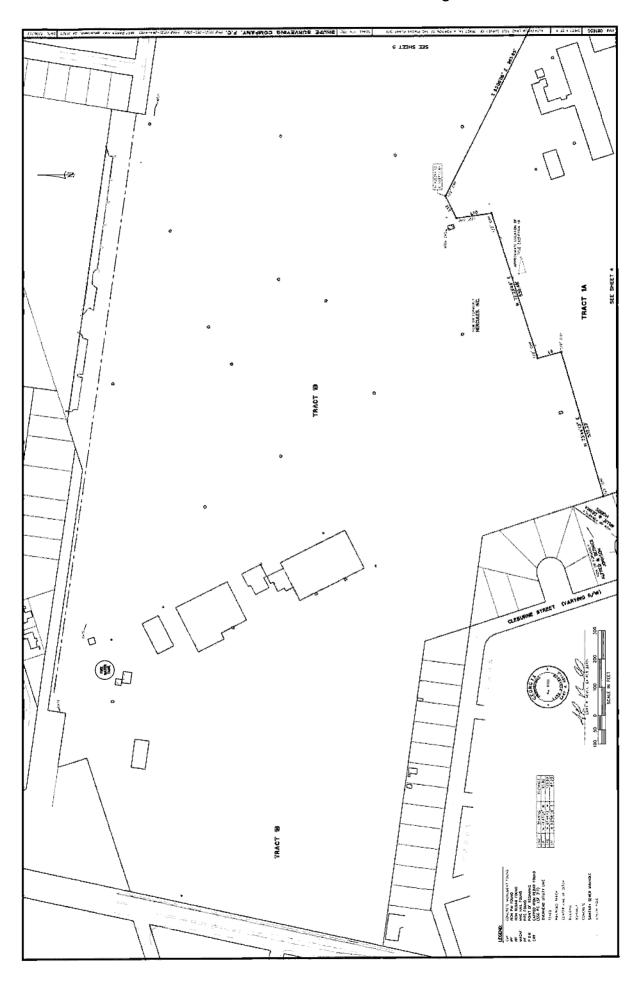
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Exhibit C Property Map Annotated with Restricted Areas/Infrastucture

