

Hattie Holmes Sullivan, Clerk of Court, Augusta-Richmond County



After Recording Return to:  
Manus Bio, Inc.  
c/o: Larry Beggs  
1762 Lovers Lane  
Augusta, GA 30901

CROSS-REFERENCE: FILED FOR RECORD  
County: Richmond  
Deed Book: 2020 JUL -6 AM 11:52  
Page(s):

HATTIE HOLMES SULLIVAN  
CLERK RICHMOND CO., GA

## 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 Richmond County as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** Manus Bio, Inc.  
1762 Lovers Lane  
Augusta, GA 30901

**Grantee/Holder with the power to enforce:** Augusta, Georgia  
535 Telfair Street, Suite 200  
Augusta, GA 30901

**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 40 acres of real property located at 1762 Lovers Lane, Augusta, Richmond County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 28, 2018 to Manus Bio, Inc.; such conveyance is recorded in Deed Book 1636, Page 884, of the Augusta Richmond County deed records.

The tax parcel(s) of the Property are 1020003010, 1020007000, 1020008000 of Richmond 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 Manus Bio, Inc. Richmond County 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 Manus Bio, Inc. facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Hazardous Waste Management Program  
2 Martin Luther King Jr. Drive, Suite 1054  
East Tower  
Atlanta, Georgia 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. Real Property. The Property shall be used only as non-residential property as defined in Rule 391-19-.02(2)(r). Use of the Property as residential property as defined in Rule 391-19-.02(2)(r) is prohibited.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water is prohibited.

**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 Richmond County. 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, 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 Augusta, Georgia 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, Richmond County 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, Manus Bio, 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, Manus Bio, 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).** Manus Bio, Inc. represents and warrants that all of the following are true and correct

- A. Manus Bio, Inc. holds fee simple title to the Property.
- B. Manus Bio, 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 Manus Bio, 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, operating agreement of Manus Bio, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Manus Bio, Inc. is a party or by which Manus Bio, Inc. may be bound.
- 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, Manus Bio, 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:

Augusta, Georgia  
Attn: Mayor's Office  
535 Telfair Street, Suite 200  
Augusta, GA 30901

**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

Manus Bio, Inc.

Amy Beggs  
(Signature)

Signed in the presence of:

Larry Beggs

Site Leader

Stephanie B. Matlock  
Unofficial Witness (signature)

Stephanie B. Matlock  
Unofficial Witness (print name)

State of Georgia  
County of Richmond

This instrument was signed or attested before  
me this 17 day of FEBRUARY, 2020, by  
[Name: SANDRA ELYS].

Personally Known  
 Produced Identification

Sandra L. Elys  
Notary Public (Signature)

My Commission Expires: 3/30/20

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

Notary Public, Richmond County, Georgia  
My Commission Expires March 30, 2020

Grantee

Augusta, Georgia

AS  
HD  
\_\_\_\_\_  
(Signature)

Hardie Davis Jr.

Mayor

Signed in the presence of:

attestant Linda Browne, COE  
\_\_\_\_\_  
Unofficial Witness (signature)

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

State of Georgia  
County of Richmond

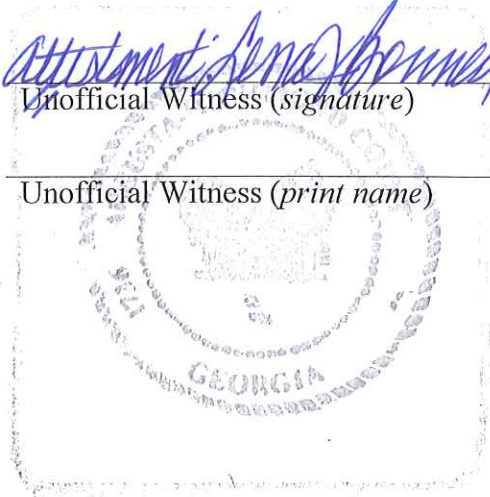
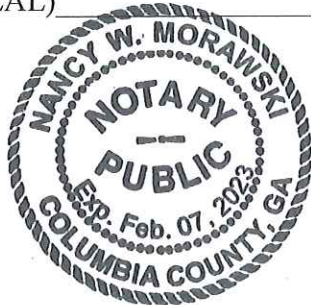
This instrument was signed or attested before  
me this 17 day of April, 2020, by  
[Name: NANCY W. MORAWSKI].

Personally Known  
 Produced Identification

Nancy W. Morawski  
\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: 2-7-23

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



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 12 day of June, 2020:

Richard Dunn  
(Signature)

Richard Dunn  
Director, Environmental Protection Division

Signed in the presence of:

Sam [Signature]  
Unofficial Witness (signature)

Sara Lips  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

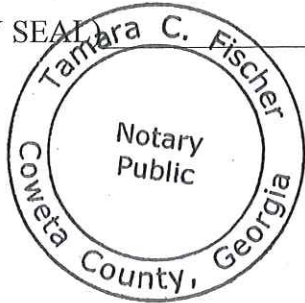
This instrument was signed or attested before  
me this 12 day of June, 2020 by  
[Name: Tamara Fischer].

Personally Known  
 Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

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





## Exhibits Table of Contents

Exhibit A: Legal Description of Property (9 pages)

Exhibit B: Map of Property and Permitted Exceptions (5 pages)

## Exhibit A

### Legal Description of Property

2018036853

WD 1636 Pg 884



Transfer Tax \$900.00

Recording Fee: \$30.00

Filed and Recorded:

7/9/2018 2:40:21 PM

Hattie Holmes Sullivan  
Clerk of Superior Court  
Augusta Richmond County,

After recording please return to:

First American Title Insurance Company  
National Commercial Services  
666 Third Avenue, 5th Floor  
New York, New York 10017

INDEX

When Recorded Return To:  
Heather Townsend  
National Commercial Services  
First American Title Insurance Company  
Six Concourse Parkway, Ste. 2000  
Atlanta, GA 30328  
File No: NCS 900094

**LIMITED WARRANTY DEED**

The NutraSweet Company (formerly known as NSC Operating Company), a Delaware corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto Manus Bio Inc., a Delaware corporation ("Grantee"), and its successors and assigns, that certain land located in Richmond County, Georgia being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and right-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said party of the first part has hereunto set hand and seal to be effective as of the day and year above written.

ATTEST:

By: Darlene M. York  
Name: Darlene M. York  
Title: \_\_\_\_\_

GRANTOR:

THE NUTRASWEET COMPANY (formerly known as NSC Operating Company) a Delaware corporation

[Signature]  
By: \_\_\_\_\_  
Name: Stephen Gray  
Title: President and Secretary

Signed, sealed and delivered this 21<sup>st</sup> day of June, 2018, in the presence of:

[Signature]  
Notary Public Jocelyn McLean

My commission expires:

2/3/24

[NOTARIAL SEAL]

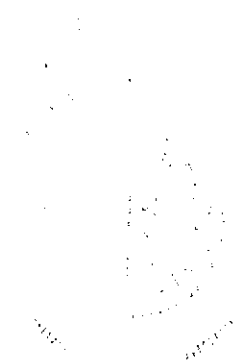
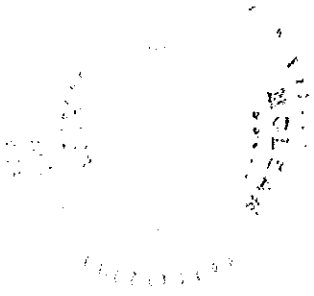


EXHIBIT APROPERTY

PARCEL 1:

TRACT A-1

ALL THAT TRACT OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR ON THE EASTERN PROPERTY LINE OF GEORGIA POWER SAID REBAR BEING SOUTH 21 DEGREES 16 MINUTES 05 SECONDS WEST, 8479.87 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BOULEVARD, SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 68 DEGREES 47 MINUTES 57 SECONDS EAST, 1018.34 FEET TO A #4 REBAR  
THENCE SOUTH 28 DEGREES 33 MINUTES 13 SECONDS WEST, 343.81 FEET TO A #4 REBAR;  
THENCE NORTH 61 DEGREES 26 MINUTES 47 SECONDS WEST, 555.00 FEET TO A #4 REBAR;  
THENCE NORTH 28 DEGREES 33 MINUTES 13 SECONDS EAST, 160.76 FEET TO A #4 REBAR;  
THENCE NORTH 61 DEGREES 39 MINUTES 42 SECONDS WEST, 450.94 FEET TO A #4 REBAR;  
THENCE NORTH 24 DEGREES 19 MINUTES 23 SECONDS EAST, 54.57 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.79 ACRES.

TRACT A-2 (REVISED)

ALL THAT TRACT OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR ON THE EASTERN R/W OF LOVERS LANE, SAID REBAR BEING SOUTH 22 DEGREES 18 MINUTES 33 SECONDS WEST, 9512.21 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BOULEVARD, SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 61 DEGREES 26 MINUTES 21 SECONDS EAST, 1076.40 FEET TO A #4 REBAR;  
THENCE SOUTH 28 DEGREES 34 MINUTES 06 SECONDS WEST, 274.00 FEET TO A #4 REBAR;  
THENCE SOUTH 61 DEGREES 25 MINUTES 52 SECONDS EAST, 219.60 FEET TO A #4 REBAR;  
THENCE SOUTH 28 DEGREES 32 MINUTES 00 SECONDS WEST, 1073.77 FEET TO A #4 REBAR;  
THENCE NORTH 67 DEGREES 47 MINUTES 11 SECONDS WEST, 1152.22 FEET TO A #4 REBAR ON THE EASTERN R/W OF LOVERS LANE;  
THENCE AS THE R/W OF LOVERS LANE NORTH 22 DEGREES 42 MINUTES 16 SECONDS EAST, 232.13 FEET TO A #4 REBAR;  
THENCE LEAVING THE R/W OF LOVERS LANE RUNNING SOUTH 61 DEGREES 22 MINUTES 45 SECONDS EAST, 870.66 FEET TO A #4 REBAR;

THENCE NORTH 28 DEGREES 37 MINUTES 15 SECONDS EAST, 279.46 FEET TO A #4 REBAR;  
 THENCE NORTH 61 DEGREES 22 MINUTES 45 SECONDS WEST, 274.10 FEET TO A #4 REBAR;  
 THENCE SOUTH 28 DEGREES 37 MINUTES 15 SECONDS WEST, 211.36 FEET TO A #4 REBAR;  
 THENCE NORTH 61 DEGREES 22 MINUTES 45 SECONDS WEST, 603.62 FEET TO A #4 REBAR  
 ON THE R/W OF LOVERS LANE THENCE AS THE R/W OF LOVERS LANE NORTH 22  
 DEGREES 42 MINUTES 16 SECONDS EAST, 1182.33 FEET TO A #4 REBAR THE POINT OF  
 BEGINNING.

SAID TRACT CONTAINS 35.56± ACRES.

TOGETHER WITH THE FOLLOWING TWO TRACTS (TO BE ADDED TO TRACT A-2):

C-2

ALL THAT PARCEL OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF  
 RICHMOND, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS  
 FOLLOWS:

BEGINNING AT A #4 REBAR SOUTH 20 DEGREES 40 MINUTES 53 SECONDS WEST, 9545.77  
 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND  
 LANEY WALKER BOULEVARD, SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 61 DEGREES 42 MINUTES 19 SECONDS EAST, 111.50 FEET TO A #4 REBAR;  
 THENCE SOUTH 29 DEGREES 24 MINUTES 18 SECONDS WEST, 0.52 FEET TO A #4 REBAR;  
 THENCE NORTH 61 DEGREES 26 MINUTES 21 SECONDS WEST, 111.49 FEET TO A #4 REBAR  
 THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 29 SQUARE FEET.

C-4

ALL THAT PARCEL OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF  
 RICHMOND, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS  
 FOLLOWS:

BEGINNING AT A #4 REBAR SOUTH 19 DEGREES 54 MINUTES 37 SECONDS WEST, 9562.75  
 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND  
 LANEY WALKER BOULEVARD, SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 61 DEGREES 47 MINUTES 57 SECONDS EAST, 260.34 FEET TO A #4 REBAR;  
 THENCE SOUTH 60 DEGREES 58 MINUTES 46 SECONDS EAST, 413.60 FEET TO A #4 REBAR;  
 THENCE NORTH 61 DEGREES 26 MINUTES 21 SECONDS WEST, 673.89 FEET TO A #4 REBAR;  
 THENCE NORTH 27 DEGREES 31 MINUTES 43 SECONDS EAST, 1.68 TO A #4 REBAR THE  
 POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.03 ACRES, 1.337 SQUARE FEET.

LESS AND EXCEPT THE FOLLOWING THREE TRACTS FROM TRACT A-2

## PARCEL C-1

ALL THAT PARCEL OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR SOUTH 21 DEGREES 03 MINUTES 55 SECONDS WEST, 9535.14 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BOULEVARD, SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 61 DEGREES 26 MINUTES 21 SECONDS EAST, 64.53 FEET TO A #4 REBAR;  
 THENCE SOUTH 27 DEGREES 59 MINUTES 20 SECONDS WEST, 52.29 FEET TO A #4 REBAR;  
 THENCE NORTH 61 DEGREES 35 MINUTES 48 SECONDS WEST, 64.56 FEET TO A #4 REBAR;  
 THENCE NORTH 28 DEGREES 01 MINUTE 40 SECONDS EAST, 52.47 FEET TO A #4 REBAR  
 THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.08 ACRES, 3,381 SQUARE FEET.

## PARCEL C-3

ALL THAT PARCEL OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA AND IN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR SOUTH 20 DEGREES 40 MINUTES 53 SECONDS WEST, 9545.77 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BOULEVARD, SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 61 DEGREES 26 MINUTES 21 SECONDS EAST, 18.24 FEET TO A #4 REBAR;  
 THENCE SOUTH 27 DEGREES 31 MINUTES 43 SECONDS WEST, 14.15 FEET TO A #4 REBAR;  
 THENCE NORTH 61 DEGREES 54 MINUTES 38 SECONDS WEST, 18.65 FEET TO A #4 REBAR;  
 THENCE NORTH 29 DEGREES 24 MINUTES 18 SECONDS EAST, 13.14 FEET TO A #4 REBAR  
 THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.01 ACRES, 231 SQUARE FEET.

## PARCEL C-5

ALL THAT TRACT OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR ON THE EASTERN R/W OF LOVERS LANE, SAID REBAR BEING SOUTH 22 DEGREES 21 MINUTES 18 SECONDS WEST, 10,762.97 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BOULEVARD, SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 61 DEGREES 22 MINUTES 45 SECONDS EAST, 496.91 FEET TO A #4 REBAR;  
 THENCE SOUTH 28 DEGREES 35 MINUTES 29 SECONDS WEST, 177.77 FEET TO A #4 REBAR;

THENCE NORTH 67 DEGREES 47 MINUTES 11 SECONDS WEST, 476.05 FEET TO A #4 REBAR ON THE EASTERN R/W OF LOVERS LANE; THENCE AS THE R/W OF LOVERS LANE NORTH 22 DEGREES 42 MINUTES 16 SECONDS EAST, 232.13 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.28 ACRES.

TRACT A-5 (REVISED)

ALL THAT TRACT OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR ON THE EASTERN R/W OF LOVERS LANE, SAID REBAR BEING SOUTH 22 DEGREES 21 MINUTES 10 SECONDS WEST, 10,694.51 FEET FROM CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BOULEVARD SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 61 DEGREES 22 MINUTES 45 SECONDS EAST, 603.62 FEET TO A #4 REBAR; THENCE NORTH 28 DEGREES 37 MINUTES 15 SECONDS EAST, 211.36 FEET TO A #4 REBAR; THENCE SOUTH 61 DEGREES 22 MINUTES 45 SECONDS EAST, 274.10 FEET TO A #4 REBAR; THENCE SOUTH 28 DEGREES 37 MINUTES 15 SECONDS WEST, 279.46 FEET TO A #4 REBAR; THENCE NORTH 61 DEGREES 22 MINUTES 45 SECONDS WEST, 870.66 FEET TO A #4 REBAR ON THE EASTERN R/W OF LOVERS LANE; THENCE AS THE P/W OF LOVERS LANE NORTH 22 DEGREES 42 MINUTES 16 SECONDS EAST, 68.46 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.70 ACRES.

TRACT C-6

ALL THAT TRACT OF LAND LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR SOUTH 19 DEGREES 52 MINUTES 59 SECONDS WEST, 11,004.16 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BOULEVARD, SAID REBAR BEING THE POINT OF BEGINNING.

THENCE SOUTH 67 DEGREES 47 MINUTES 11 SECONDS EAST, 457.45 FEET TO A #4 REBAR; THENCE SOUTH 28 DEGREES 17 MINUTES 46 SECONDS WEST, 310.44 FEET TO A #4 REBAR; THENCE NORTH 59 DEGREES 40 MINUTES 55 SECONDS WEST, 289.88 FEET TO A #4 REBAR; THENCE SOUTH 28 DEGREES 20 MINUTES 12 SECONDS WEST, 117.61 FEET TO A #4 REBAR; THENCE NORTH 61 DEGREES 24 MINUTES 45 SECONDS WEST, 166.99 FEET TO A #4 REBAR; THENCE NORTH 28 DEGREES 35 MINUTES 29 SECONDS EAST, 368.51 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.37 ACRES.

TOGETHER WITH (FOR TRACT C-6)

ALL THAT PROPERTY LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA, SAID PROPERTY BEING FURTHER DESCRIBED AS FOLLOWS:



BEGINNING AT A #4 REBAR SAID REBAR BEING LOCATED SOUTH 18 DEGREES 43 MINUTES 01 SECONDS WEST, 11,298.41 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BLVD, SAID REBAR BEING THE POINT OF BEGINNING. THENCE SOUTH 28 DEGREES 17 MINUTES 46 SECONDS WEST, 53.21 FEET TO A REBAR; THENCE NORTH 59 DEGREES 40 MINUTES 55 SECONDS WEST, 104.85 FEET TO A REBAR; THENCE NORTH 28 DEGREES 20 MINUTES 12 SECONDS EAST, 53.21 FEET TO A REBAR; THENCE SOUTH 59 DEGREES 40 MINUTES 55 SECONDS EAST, 104.85 FEET TO A REBAR THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS 0.127 ACRES.

AND LESS AND EXCEPT (FROM TRACT C-6)

ALL THAT PROPERTY LYING, SITUATE AND BEING IN THE COUNTY OF RICHMOND, STATE OF GEORGIA, SAID PROPERTY BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR SAID REBAR BEING LOCATED SOUTH 18 DEGREES 43 MINUTES 04 SECONDS WEST, 11,298.41 FEET FROM THE CENTERLINE INTERSECTION OF COLUMBIA NITROGEN DRIVE AND LANEY WALKER BLVD, SAID REBAR BEING THE POINT OF BEGINNING. THENCE NORTH 28 DEGREES 17 MINUTES 46 SECONDS E, 30.00 FEET TO A REBAR; THENCE SOUTH 59 DEGREES 40 MINUTES 55 SECONDS EAST, 185.00 FEET TO A REBAR; THENCE SOUTH 28 DEGREES 17 MINUTES 46 SECONDS WEST, 30.00 FEET TO A REBAR, THENCE NORTH 59 DEGREES 40 MINUTES 55 SECONDS W, 185.00 FEET TO A REBAR THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS 0.128 ACRES.

PARCEL 2:

TOGETHER WITH (AS AN APPURTENANCE TO ALL THE ABOVE TRACTS)

ALL RIGHTS UNDER THE AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT BY AND AMONG ELI LILLY AND COMPANY, AN INDIANA CORPORATION, FIBRANT SOUTH CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THE NUTRASWEET COMPANY, A DELAWARE CORPORATION, DATED MARCH 21, 2017, FILED FOR RECORD MARCH 28, 2018, AND RECORDED IN DEED BOOK 1572, PAGE 1582, AFORESAID RECORDS.

PARCEL 3:

TOGETHER WITH (AS AN APPURTENANCE TO TRACT A-1) ALL RIGHTS UNDER THE EASEMENT AGREEMENT, BY AND BETWEEN GEORGIA POWER COMPANY, A GEORGIA CORPORATION, AND THE NUTRASWEET COMPANY, ITS SUCCESSOR IN TITLE AND ASSIGNS, DATED DECEMBER 18, 2000, FILED FOR RECORD FEBRUARY 14, 2001, AND RECORDED IN DEED BOOK 716 PAGE 798, AFORESAID RECORDS.

BEING THE SAME PROPERTY, GRANTED AND CONVEYED TO THE NUTRASWEET COMPANY, A DELAWARE CORPORATION (FORMERLY KNOWN AS NSC OPERATING COMPANY):

AS TO TRACT A-1, BY VIRTUE OF BY VIRTUE OF THAT CERTAIN LIMITED WARRANTY DEED FROM PHARMACIA CORPORATION, A DELAWARE CORPORATION (FORMERLY KNOWN AS MONSANTO COMPANY), DATED MAY 19, 2000, FILED MAY 26, 2000, AND RECORDED IN DEED BOOK 687, PAGE 2239, RICHMOND COUNTY, GEORGIA RECORDS; BY VIRTUE OF THAT CERTAIN QUIT CLAIM DEED FROM MONSANTO COMPANY, A DELAWARE CORPORATION THAT WAS FORMED ON FEBRUARY 9, 2000 UNDER THE NAME MONSANTO AG COMPANY AND CHANGED ITS NAME TO MONSANTO COMPANY ON MARCH 31, 2000, DATED OCTOBER 2, 2008, FILED MAY 27, 2009, AND RECORDED IN DEED BOOK 1218, PAGE 115, AFORESAID RECORDS.

AS TO TRACT A-2, BY VIRTUE OF BY VIRTUE OF THAT CERTAIN LIMITED WARRANTY DEED FROM PHARMACIA CORPORATION, A DELAWARE CORPORATION (FORMERLY KNOWN AS MONSANTO COMPANY), DATED MAY 19, 2000, FILED MAY 26, 2000, AND RECORDED IN DEED BOOK 687, PAGE 2239, RICHMOND COUNTY, GEORGIA RECORDS; BY VIRTUE OF THAT CERTAIN QUIT CLAIM DEED FROM MONSANTO COMPANY, A DELAWARE CORPORATION THAT WAS FORMED ON FEBRUARY 9, 2000 UNDER THE NAME MONSANTO AG COMPANY AND CHANGED ITS NAME TO MONSANTO COMPANY ON MARCH 31, 2000, DATED OCTOBER 2, 2008, FILED MAY 27, 2009, AND RECORDED IN DEED BOOK 1218, PAGE 115, AFORESAID RECORDS; BY VIRTUE OF THAT CERTAIN LIMITED WARRANTY DEED FROM G. D. SEARLE & CO., A DELAWARE CORPORATION, DATED AUGUST 8, 2000, FILED DECEMBER 29, 2000, AND RECORDED IN DEED BOOK 711, PAGE 974, AFORESAID RECORDS.

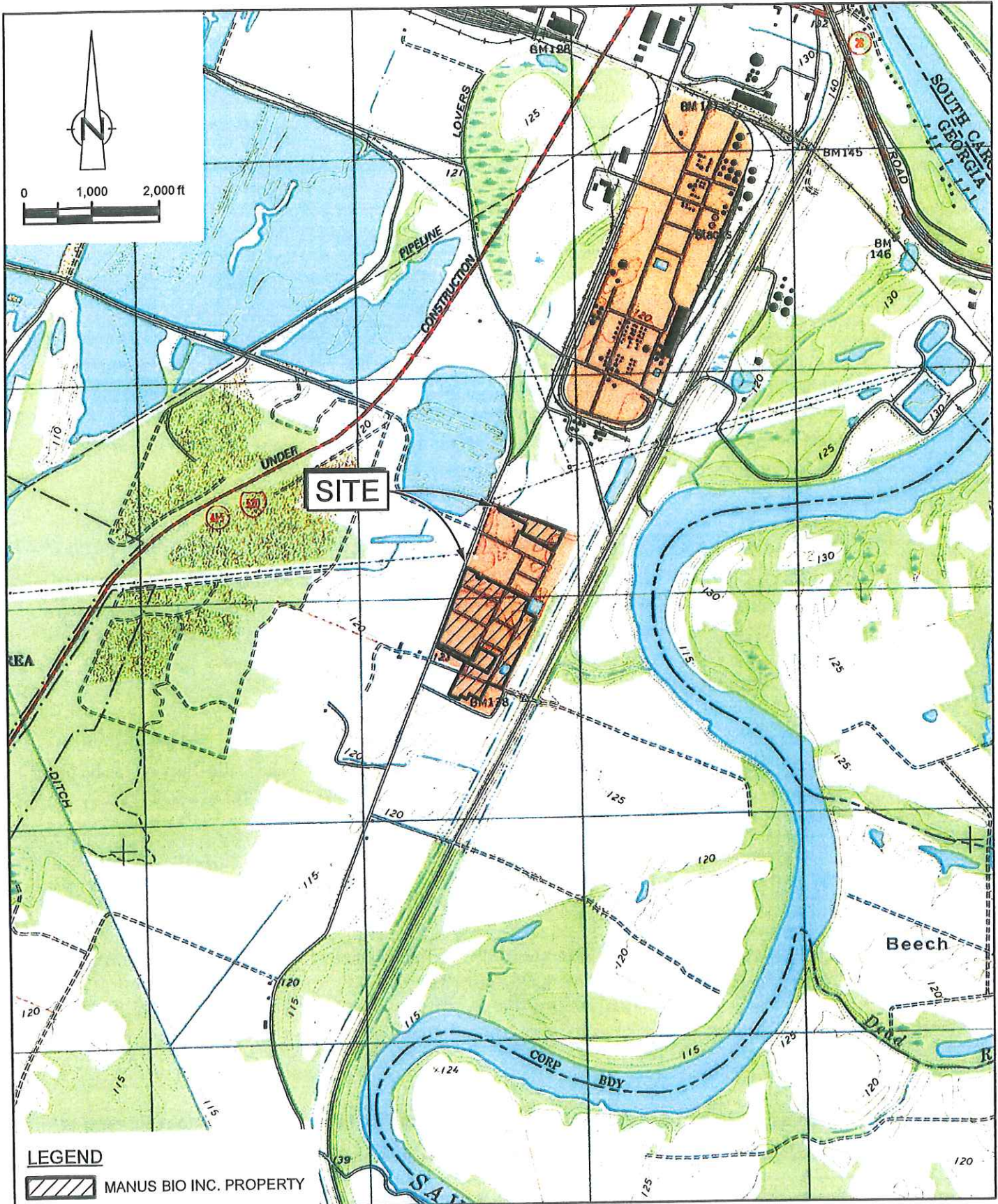
AS TO TRACT A-5, BY VIRTUE OF THAT CERTAIN LIMITED WARRANTY DEED FROM PHARMACIA CORPORATION, A DELAWARE CORPORATION (FORMERLY KNOWN AS MONSANTO COMPANY), DATED MAY 19, 2000, FILED MAY 26, 2000, AND RECORDED IN DEED BOOK 687, PAGE 2239, RICHMOND COUNTY, GEORGIA RECORDS; BY VIRTUE OF THAT CERTAIN QUIT CLAIM DEED FROM MONSANTO COMPANY, A DELAWARE CORPORATION THAT WAS FORMED ON FEBRUARY 9, 2000 UNDER THE NAME MONSANTO AG COMPANY AND CHANGED ITS NAME TO MONSANTO COMPANY ON MARCH 31, 2000, DATED OCTOBER 2, 2008, FILED MAY 27, 2009, AND RECORDED IN DEED BOOK 1218, PAGE 115, AFORESAID RECORDS.

AS TO TRACT C-6, BY VIRTUE OF THAT CERTAIN LIMITED WARRANTY DEED FROM PHARMACIA CORPORATION, A DELAWARE CORPORATION (FORMERLY KNOWN AS MONSANTO COMPANY), DATED JULY 26, 2000, FILED DECEMBER 29, 2000, AND RECORDED IN DEED BOOK 711, PAGE 970, AFORESAID RECORDS; AND BY VIRTUE OF THAT CERTAIN LIMITED WARRANTY DEED FROM MONSANTO COMPANY, A DELAWARE CORPORATION INCORPORATED ON FEBRUARY 9, 2002 (AS SUCCESSOR IN INTEREST TO PHARMACIA CORPORATION), DATED JUNE 17, 2002, FILED OCTOBER 30, 2002, AND RECORDED IN DEED BOOK 819, PAGE 18, AFORESAID RECORDS.

## Exhibit B

### Map of Property and Permitted Exceptions





MANUS BIO INC. FACILITY  
AUGUSTA, GEORGIA

089170-69  
May 30, 2019



SITE LOCATION

FIGURE 1

**EXHIBIT B****PERMITTED EXCEPTIONS**

1. Any mineral or mineral rights leases, granted or retained by current or prior owners.
2. Taxes and assessments for the year 2018 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes, none now due and payable.
3. Rights of upper and lower riparian owner's in and to the waters of any creek or stream which bounds or traverses the land, free from increase, decrease or pollution.
4. Rights of Eli Lilly and Company, d/b/a Elanco Animal Health pursuant to that certain Lease Agreement, by and between The NutraSweet Company, a Delaware corporation, and Eli Lilly and Company, an Indiana corporation, d/b/a Elanco Animal Health, dated July 6, 2015, as amended by that certain First Amendment to Lease Agreement, by and between The NutraSweet Company and Eli Lilly and Company, dated February 2, 2017, as tenants only, without any rights of first refusal, purchase options, or other purchase rights, under unrecorded occupancy agreements.  
(Affects A-1 and A-2)
5. Matters as shown on that certain plat recorded in Book 4, Pages 290-291, Richmond County, Georgia records, as approximately shown on that ALTA/NSPS Land Title Survey made by CreSurveys dated April 19, 2018, last revised June 14, 2018, as Surveyor Ref #18-1220 (the "Survey") (Affects C-5, less and except from A-2).
6. Matters as shown on that certain plat recorded in Book 7, Page 104, aforesaid records, as approximately shown on the Survey (Affects A-1 and A-2).
7. Matters as shown on that certain plat recorded in Realty Reel 199, Pages 2011-2018, aforesaid records, as approximately shown on the Survey. (Affects A-1)
8. Matters as shown on that certain plat recorded in Book 706, Page 982, aforesaid records. (Affects All)
9. Matters as shown on that certain plat recorded in Book 777, Pages 1019-1020, aforesaid records. (Affects All)
10. Matters as shown on that certain plat recorded in Realty Reel 25, Page 2092, aforesaid records, as approximately shown on the Survey. (Affects Parcel 3)



11. Easement from J. C. Richardson to American Telephone and Telegraph Company of Georgia, dated December 1, 1929, filed for record December 12, 1929, and recorded in Deed Book 11-U, Page 356, aforesaid records.
12. Terms and provisions of that certain Plant Urquhart-South Augusta Transmission Line, by and between Georgia Power Company and Development Authority of Richmond County, filed for record September 28, 1973, and recorded in Realty Reel 26, Page 2036, aforesaid records, as approximately shown on the Survey. (Affects Parcel 3)
13. Right of Way Easement from Georgia Power Company to Development Authority of Richmond County, a Development Authority of the State of Georgia, dated September 26, 1973, filed for record September 28, 1973, and recorded in Realty Reel 26, Page 2051, aforesaid records, as approximately shown on the Survey. (Affects A1)
14. Terms and provisions of that certain Agreement, by and between Georgia Power Company, a Georgia corporation and The Development Authority of Richmond County, of Augusta, Richmond County, Georgia, dated December 2, 1974, filed for record January 29, 1975, and recorded in Realty Reel 44, Page 697, aforesaid records.
15. Terms and provisions of that certain Grant of Easement and Agreement Among the City Council of Augusta, Georgia & G. D. Searle & Co. and Development Authority of Richmond County for Water & Sewer Services, by and between Development Authority of Richmond County and G. D. Searle & Co. and City of Augusta, filed for record December 10, 1982, and recorded in Realty Reel 157, Page 2262, aforesaid records.
16. Easement from Searle Chemicals to Georgia Power Company dated December 8, 1983, filed for record January 4, 1984, and recorded in Realty Reel 175, Page 265, aforesaid records.
17. Easement from NutraSweet to Georgia Power Company dated October 31, 1989, filed for record November 14, 1989, and recorded in Realty Reel 322, Page 1016, aforesaid records.
18. Terms and provisions of that certain Encroachment Agreement, by and between G. D. Searle and Georgia Power Company, dated July 17, 1991, filed for record August 1, 1991, and recorded in Realty Reel 364, Page 1162, aforesaid records.
19. Amended and Restated Easement and Operating Agreement by and among Eli Lilly and Company, an Indiana corporation, Fibrant South Center, LLC, a Delaware limited liability company and The NutraSweet Company, a Delaware corporation, dated March 21, 2017, filed for record March 28, 2018, and recorded in Deed Book 1572 Page 1582, aforesaid records. (Affects A-1, A-2 and C-5, less and except from A-2)

20. Terms and provisions of that certain Easement Agreement, by and between Georgia Power Company, a Georgia corporation and The Nutrasweet Company, its successors-in-title and assigns, dated December 18, 2000, filed for record February 14, 2001, and recorded in Deed Book 716, Page 798, aforesaid records, as approximately shown on the Survey. (Affects A-1 and Parcel 3)
21. Terms and provisions of that certain Easement Agreement, by and between Georgia Power Company, a Georgia corporation and G. D. Searle & Co., its successors-in-title and assigns, dated January 26, 2001, filed for record February 14, 2001, and recorded in Deed Book 716, Page 804, aforesaid records, as approximately shown on the Survey. (Affects Parcel 3)
22. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by the Survey:
  - (A) Fence encroaches over the Southwesterly portion of the Land. (Tract A-1)
  - (B) Building on the Southwesterly portion of the Land encroaches over the 10-foot building setback line. (Tract A-1)
  - (C) Overhead power lines encroach onto Northwesterly portion of the Land without the benefit of any known easement. (Tract A-2)
  - (D) One-story metal building on the Northerly portion of the Land encroaches over the 10-foot building setback line. (Tract A-2).
  - (E) Fence encroaches over the Northeasterly portion of the Land. (Tract A-2)
  - (F) One-story metal building on the Easterly portion of the Land encroaches over the 10-foot building setback line. (Tract A-2)
  - (G) Overhead power lines encroach onto Southeasterly portion of the Land without the benefit of any known easement. (Tract C-6)
  - (H) Fence encroaches over the Southwesterly portion of the Land. (Tract A-2)
  - (I) Elevated pipes located throughout the Land without the benefit of any known easement. (Affects All)
23. Matters as shown on that certain plat recorded in Book 32-T, Pages 459-464, aforesaid records. (Affects C-6)