

**Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120**

00022036 Vol: 7502 Pg: 162



53 2008 00022036

Instrument Number: 2008- 00022036**Recorded On:** August 08, 2008**As
Deed****Parties:** EASTWAY PROPERTIES LLC**To**
TC-MET OMNI PHASE I LLC**Billable Pages:** 3**Recorded By:** MOORE & VAN ALLEN PLLC**Num Of Pages:** 8**Comment:****** Examined and Charged as Follows: ****

Deed 13.00

Recording Charge: 13.00

	Tax Amount	Consideration Amount	RS#/CS#		
Deed Tax	22,220.35	6,005,412.00	D 4790	Deed State Tax	15,614.30
				Deed County Tax	6,606.05

Tax Charge: 22,220.35

RECEIVED

Aug 08, 2008

ASSESSOR
BERKELEY COUNTY SC
JANET B. JUROSKO
AUDITOR BERKELEY COUNTY SC

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2008- 00022036

Receipt Number: 191546

Recorded Date/Time: August 08, 2008 04:15:55P

Book-Vol/Pg: Bk-R VI-7502 Pg-162

Cashier / Station: L Shelton / Cash Station 3

Record and Return To:

MOORE & VAN ALLEN PLLC

40 CALHOUN ST STE 300

CHARLESTON SC 29401-3535



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF BERKELEY

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **EASTWAY PROPERTIES, LLC**, a North Carolina limited liability company (hereinafter referred to as "Grantor") for and in consideration of the sum of Six Million Five Thousand Four Hundred Twelve and No/100 Dollars (\$6,005,412.00) to Grantor in hand paid at and before the sealing of these presents by **TC-MET OMNI PHASE I, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"), of 201 South College Street, Suite 1990, Charlotte, North Carolina 28244 (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release subject to the Exceptions (as defined below) unto the said Grantee, its Successors and Assigns, the following described property (the "Premises"), to wit:

All that certain piece, parcel or lot of land lying, being and situate in **St. James Parish, Berkeley County, South Carolina**, being shown and designated as TRACT A-1, 97.06 ACRES on that certain plat entitled "PLAT OF 97.06 ACRES OMNI COMMERCE CENTER PHASE 1, EASTWAY PROPERTIES, LLC, BERKELEY COUNTY, SOUTH CAROLINA, BOUNDARY & SUBDIVISION SURVEY" prepared by William D. Foy, Sr., SCPLS 16809, dated May 21, 2008 and recorded in the Office of Register of Deeds for Berkeley County in Plat Book M, Page 237P. Said lot having such location, butts, bounds, courses, metes and distances as will by reference to said plat more fully appear.

TAX MAP NUMBER: Part of 207-00-02-059

DERIVATION: Part of Deed from Imogene R. Baucom to Grantor dated February 19, 1997, and recorded on March 4, 1997 in Deed Book 1022 at Page 252.

The within described property is conveyed subject to the easements, restrictions, reservations and conditions set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Exceptions").

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, unto the said Grantee, its Successors and Assigns, forever, subject to the Exceptions.

AND Grantor hereby binds Grantor and the Grantor's heirs, successors and assigns to warrant and defend all and singular the said premises unto the said Grantee, his, her, its or their Heirs, Successors and/or their Assigns, against the Grantor and the heirs, successors and assigns of the Grantor, and Grantor does further covenant that Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever by the said Grantor, subject to the Exceptions.

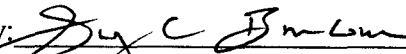
IN WITNESS WHEREOF, the said Grantor has caused the within Title to Real Estate to be executed and delivered by and through the officers hereinafter named, he being duly authorized, ^{as of} on this 8 day of ^{August} ~~July~~ in the year of our Lord Two Thousand Eight and in the Two Hundred and Thirty-Third year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the presence of

EASTWAY PROPERTIES, LLC


Witness #1


Witness #2

By:  (SEAL)
Name: Gary C. Baucom
Title: Manager

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 15th day of July, 2008, by Gary C. Baucom, Manager on behalf of Eastway Properties, LLC, a limited liability company.

Nancy Lee Kerr

Notary Public

Print Name: Nancy Lee Kerr

My Commission Expires: May 13, 2009

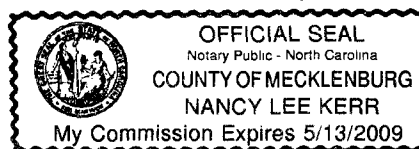


Exhibit A

Exceptions

1. Taxes not yet due and payable.
2. Development Agreement by and between Berkeley County, South Carolina and Eastway Properties, LLC dated June 9, 2008 and recorded on June 10, 2008 in Book R, Volume 7396 at Page 1.
3. Declaration of Easements, Covenants, Conditions and Restrictions for Omni Commerce Park dated ~~July~~ August 8, 2008 and recorded in Book 7502 at Page 170.
4. Plat by William D. Foy dated May 21, 2008 and entitled "Plat of 97.06 Acres Omni Commerce Center Phase I, Eastway Properties, LLC, Berkeley County, South Carolina Boundary & Subdivision Survey", shows the following:
 - (a) 60 foot Drainage Easement
 - (b) 65 foot Drainage Easement
 - (c) 35 foot Drainage Easement
 - (d) proposed 50 foot Ingress/Egress and Utility Easement

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is Tract A, containing 97.06 Acres on Plat of Omni Commerce Center, Phase I, being part of Tax Map No. 207-00-02-059, that was transferred by Eastway Properties, LLC to TC-MET Omni Phase I, LLC on August 6, 2008.
3. Check one of the following: The deed is
 - (a) XXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information Section of affidavit): Exception No. 8. (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) XXX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$6,005,412.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes___or No XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
_____.
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$6,005,412.00
- (b) Place the amount listed in item 5 above here: 0.00
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$6,005,412.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$22,220.35

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

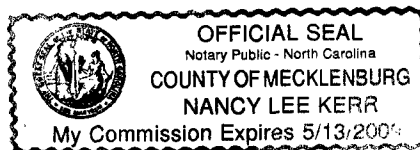
EASTWAY PROPERTIES, LLC

By: *Gary C. Baucom*
Responsible Person Connected with the Transaction

SWORN to before me this 15th
day of July, 2008.

Gary C. Baucom, Manager
Print or Type Name Here

Nancy Lee Kerr
Notary Public for North Carolina
My Commission Expires: May 13, 2009



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.