

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

00025497 Vol: 8204 Pg: 300



53 2009 00025497

**Instrument Number:** 2009- 00025497

As  
Deed

**Recorded On:** November 13, 2009**Parties:** LANXESS CORPORATION

To  
COOPER RIVER PARTNERS LLC

**Billable Pages:** 6**Recorded By:** BROWNYARD LAW FIRM**Num Of Pages:** 11**Comment:****\*\* Examined and Charged as Follows: \*\***

Deed 16.00

**Recording Charge:** 16.00

	Tax Amount	Consideration Amount	RS#/CS#		
Deed Tax	37,000.00	10,000,000.00	D 5372	Deed County Tax	11,000.00
				Deed State Tax	26,000.00

**Tax Charge:** 37,000.00

RECEIVED

Nov 13, 2009

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:****Record and Return To:**

Document Number:	2009- 00025497	BROWNYARD LAW FIRM
Receipt Number:	254132	1476 BEN SAWYER BLVD STE 6
Recorded Date/Time:	November 13, 2009 10:53:16A	MT PLEASANT SC 29464
Book-Vol/Pg:	Bk-R VI-8204 Pg-300	
Cashier / Station:	D Smith / Cash Station 9	



*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

# LIMITED WARRANTY DEED OF REAL PROPERTY

WITNESSETH:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

*[Remainder of page intentionally left blank]*

10

WITNESS the Hand and Seal of the Grantor this 11th day of Nov. in the year of our Lord two thousand nine and in the two hundred thirty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered  
in the presence of:

LANXESS CORPORATION, a Delaware  
corporation

(WITNESS #1)

By: R. A. Newhouse *KMP*

(WITNESS #2)

Its: VP and CFO

*Commonwealth*

STATE OF PA )

PROBATE

COUNTY OF Allegheny )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named LANXESS Corporation, a Delaware corporation, by R. A. Newhouse, its VP & CFO, sign, seal, and as its act and deed, deliver the within-written Limited Warranty Deed for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Witness #1

SWORN TO before me this  
11th day of November, 2009.

Georgette M. Katona  
Notary Public for Pennsylvania  
My Commission Expires: 6/16/2011

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Georgette M. Katona, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 16, 2011  
Member, Pennsylvania Association of Notaries



Commonwealth  
STATE OF PA )  
 )  
COUNTY OF Allegheny )

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 located in Bushy Park, bearing Berkeley County and being a portion of Tax Map Number 246-00-00-003, and was transferred by LANXESS Corporation to Cooper River Partners, LLC on \_\_\_\_\_, 2009.
3. Check one of the following: The deed is
  - (a) X 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): \_\_\_\_\_.  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
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) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 10,000,000.00.
  - (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 \_\_\_\_\_ 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: \$ 19,000,000.00.
- (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: \$ 19,000,000.00.

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

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

RD Newhouse

Responsible Person Connected with the Transaction

RD Newhouse

Print or Type Name Here

SWORN to before me this 11th  
day of November, 2009.

Georgette M. Katona  
Notary Public for ~~South Carolina~~ Pennsylvania  
My Commission Expires: 6/16/2011

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Georgette M. Katona, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 16, 2011

Member, Pennsylvania Association of Notaries



**EXHIBIT A****Parcel I (Tract "A")**

All that certain piece, parcel or tract of land located in Berkeley County, South Carolina shown as Tract "A" containing 1,343.153 Acres/58,507,744.68 SF on Plat of Survey entitled "Boundary Adjustment Survey Showing the Property Line Abandonment of TMS# 246-00-00-003, and TMS# 246-00-00-004, and Creating Tract 'A', on the Eastern Side of Bushy Park Road Containing a Total of 1,343.153 Acres and Retaining the Tax Designation of 246-00-00-003, Also Creating Tract 'B' on the Western Side of Bushy Park Road Containing a Total 206.035 Acres & the Tax Designation of 246-00-00-004, Owned by Bayer Polymers, LLC, located on Bushy Park Road, in Berkeley County, South Carolina" dated June 22, 2004 and prepared by Berenyi Incorporated and recorded in Plat Cabinet Q at Page 224-A in the Office of the Register of Deeds for Berkeley County, South Carolina (the "Survey") and having the following courses, metes, measurements and boundaries:

TO FIND THE POINT OF BEGINNING, locate the 3/4" rebar set at the intersection of the northern side of the Back River and the eastern side of Bushy Park Road, thence running along the eastern right-of-way of Bushy Park Road N20°17'05"E a distance of 2231.14', to a 3/4" rebar set, thence running along the arc of a curve with an length of 338.17', with a radius of 1300', and a chord bearing of N12°49'57"E and a chord distance of 337.22', to a 3/4" rebar set, thence continuing along the eastern right-of-way of Bushy Park Road bearing N05°22'49"E, a distance of 3270.03' to a 3/4" rebar set, thence running along the arc of a curve with an length of 572.28', with a radius of 1600', and a chord bearing of N04°51'59"W and a chord distance of 569.23', to a 3/4" rebar set, thence running N15°06'46"W a distance of 1900.01', to a 3/4" rebar set, thence running along the arc of a curve with an length of 816.30', with a radius of 1150.00', and a chord bearing of N05°13'19"E and a chord distance of 799.27', to a 3/4" rebar set, thence running N25°33'25"E a distance of 3884.04', to a 3/4" rebar set, thence running along the arc of a curve with an length of 690.15', with a radius of 1600.00', and a chord bearing of N13°11'59"E and a chord distance of 684.81', to a 5/8" rebar found, thence turning and running N86°17'55"E a distance of 79.94', to a 5/8" rebar found, thence turning and running S02°02'56"W a distance of 100.83', to a 5/8" rebar found, thence turning and running N86°54'14"E a distance of 109.29', to a 5/8" rebar found, thence turning and running N03°05'46"W a distance of 100.41', to a 3/4" rebar set, thence turning and running N86°54'38"E a distance of 1827.08', to a 5/8" rebar found, thence turning and running N14°09'00"E a distance of 1045.16', to a 5/8" rebar found, and the mean low water mark of the Cooper River thence turning and running along the mean low water mark on western side of the Cooper River to the intersection of the Cooper River and Back River, thence turning and running along the mean low water mark of the northern side of the Back River to a 3/4" rebar set at the intersection of the northern side of the Back River the eastern side of Bushy Park Road, and also the Point Of Beginning. Less and excepting from Tract "A" Interior Parcels 1, 2, 3, 4 & 5 as shown on the Survey.

Said Tract "A" as described contains 1343.153 acres or 58,507,744.68 SF more or less, not including Parcels 1, 2, 3, 4 & 5 as shown on the Survey.

TMS #246-00-00-004 and #246-00-00-019

TOGETHER WITH:

**Parcel II (Tract "B")**

All that certain piece, parcel or tract of land located in Berkeley County, South Carolina shown as Tract "B" containing 206.035 Acres/8,974,897.73 SF on the Survey and having the following courses, metes, measurements and boundaries:

TO FIND THE POINT OF BEGINNING, run North along Bushy Park Road  $\pm 6834'$  past the intersection of the northern side of Back River and the eastern side of Bushy Park Road, to an asphalt drive heading in a westerly direction, thence turning and running in a westerly direction down the drive and across a 200' SCE&G transmission line right-of-way to a 5/8 rebar found, and the Point Of Beginning, thence running  $S86^{\circ}53'14''W$  a distance of 2325.88' to a 3/4" rebar set, thence turning and running along the mean low water mark of the western side of the Back River to a 3/4" rebar set, thence turning and running  $N86^{\circ}53'48''E$  a distance of 1311.17' to a 3/4" rebar set, thence turning and running  $S30^{\circ}16'25''E$  a distance of 925.86' to a 3/4" rebar set, then turning and running along an arc of a curve with an length of 1218.03', with a radius of 1250.00', and a chord bearing of  $S02^{\circ}21'30''E$  and a chord distance of 1170.41' to a 3/4" rebar set, thence turning and running  $S25^{\circ}33'25''W$  a distance of 373.03' to a 3/4" rebar set, thence turning and running  $S87^{\circ}26'53''W$  a distance of 905.86' to a 3/4" rebar set, thence turning and running  $S20^{\circ}03'53''W$  a distance of 851.90' to a 3/4" rebar set, thence turning and running  $S08^{\circ}20'49''W$  a distance of 574.77' to a 3/4" rebar set, thence turning and running  $S28^{\circ}17'53''W$  a distance of 261.70' to a 3/4" rebar set, thence turning and running  $S29^{\circ}47'52''W$  a distance of 371.20' to a 3/4" rebar set, thence turning and running  $S38^{\circ}31'07''E$  a distance of 400.19' to a 3/4" rebar set, thence turning and running  $N51^{\circ}49'53''E$  a distance of 285.12' to a 3/4" rebar set, thence turning and running  $N38^{\circ}35'52''E$  a distance of 448.70' to a 3/4" rebar set, thence turning and running  $S25^{\circ}33'25''W$  a distance of 1573.44' to a 3/4" rebar set, thence turning and running along an arc of a curve with an length of 510.58', with a radius of 1500.00', and a chord bearing of  $S15^{\circ}48'20''W$  and a chord distance of 508.12' to a 3/4" rebar set, thence turning and running along an arc of a curve with a length of 153.92', with a radius of 1500.00', and a chord bearing of  $S03^{\circ}06'53''W$  and a chord distance of 153.85', thence turning and running along an arc of a curve with an length of 400.24', with a radius of 1500.00', and a chord bearing of  $S07^{\circ}28'08''E$  and a chord distance of 399.05' to a 3/4" rebar set, thence turning and running  $S15^{\circ}06'46''E$  a distance of 593.85' to a 3/4" rebar set, thence turning and running  $N86^{\circ}53'14''E$  a distance of 51.12' to a 3/4" rebar set, thence turning and running  $S15^{\circ}06'46''E$  a distance of 872.02' to a 5/8" rebar found and the Point Of Beginning.

Said Tract "B" as described contains 206.035 Acres or 8,974,897.72 SF more or less.

TMS #246-00-00-003

TOGETHER WITH:

**Parcel III (Interior Property Parcel "2")**

All that certain piece, parcel or tract of land located in Berkeley County, South Carolina shown as Interior Property Parcel 2 containing 4.362 Acres/190,000.00 SF on the Survey and having the following courses, metes, measurements and boundaries:

TO FIND THE POINT OF BEGINNING, run North along Bushy Park Road  $\pm 8311'$  past the intersection of the northern side of Back River and the eastern side of Bushy Park Road, to an asphalt road, designated as 14th Street and heading in a northeasterly direction, thence turning in a northeasterly direction and run  $\pm 50'$  to a 3/4" rebar set, thence turning and running N79°46'31"E a distance of 588.49' to a 5/8" rebar found, thence turning and running S03°06'08"E a distance of 380.01' to a 3/4" rebar set, thence turning and running S02°56'09"E a distance of 119.87' to a 3/4" rebar found and the Point Of Beginning, thence turning and running N86°54'08"E a distance of 500' to a 3/4" rebar found, thence turning and running S03°05'52"E a distance of 380' to a 3/4" rebar found, thence turning and running S86°54'08"W a distance of 500' to a 3/4" rebar found, thence turning and running N03°05'52"W a distance of 380' to a 3/4" rebar found, and the Point Of Beginning.

Said Parcel "2" as described contains 4.362 Acres or 190,000.00 SF more or less.

TMS #246-00-00-012

TOGETHER WITH:

**Parcel IV (Interior Property Parcel "3")**

All that certain piece, parcel or tract of land located in Berkeley County, South Carolina shown as Interior Property Parcel 3 containing 4.362 Acres/190,000.00 SF on the Survey and having the following courses, metes, measurements and boundaries:

TO FIND THE POINT OF BEGINNING, run North along Bushy Park Road  $\pm 8311'$  past the intersection of the northern side of Back River and the eastern side of Bushy Park Road, to an asphalt road, designated as 14th Street and heading in a northeasterly direction, thence turning in a northeasterly direction and run  $\pm 50'$  to a 3/4" rebar set, thence turning and running N79°46'31"E a distance of 588.49' to a 5/8" rebar found, thence turning and running S03°06'08"E a distance of 380.01' to a 3/4" rebar set, thence turning and running S02°56'09"E a

distance of 119.87' to a 3/4" rebar found, thence turning and running N86°54'08"E a distance of 500' to a 3/4" rebar found, thence turning and running S03°05'52"E a distance of 380' to a 3/4" rebar found, thence turning and running N86°54'08"E a distance of 120' to a 3/4" rebar found and the Point Of Beginning, thence turning and running N03°05'52"W a distance of 380' to a 3/4" rebar found, thence turning and running N86°54'08"E a distance of 500' to a 3/4" rebar found, thence turning and running S03°05'52"E a distance of 380' to a 3/4" rebar found, thence turning and running S86°54'08"W a distance of 500' to a 3/4" rebar found, and the Point Of Beginning.

Said Parcel "3" as described contains 4.362 Acres or 190,000.00 SF more or less.

TMS #246-00-00-013

*[Parcel V intentionally omitted]*

TOGETHER WITH:

**Parcel VI**

Easements under that portion of land shown as "250 Foot Wide Transmission Line Right Of Way" on the Survey for installation and maintenance of pipes and pipelines as set forth in Deed from Bayer Corporation to Bayer Polymers LLC dated July 16, 2003 and recorded in Book 3577 at Page 9.

TOGETHER WITH:

**Parcel VII**

Easement for ingress, egress and access to Tract B across 250 foot wide SCE&G transmission line right of way as shown on the Survey.

TOGETHER WITH:

**Parcel VIII**

All easements, rights of way, rights, privileges, entitlements and appurtenances thereto set forth in section 3.01 and section 4.02 of that certain Indenture (Title to Real Estate) from SCE&G to Verona-Pharma Chemical Corporation dated April 5, 1968 and recorded in Book C-86 at Page 142 in the Office of the Register of Deeds for Berkeley County, South Carolina.

TOGETHER WITH:**Parcel IX**

All easements, rights of way, rights, privileges, entitlements and appurtenances thereto set forth in section 3.01 and section 4.02 of that certain Indenture (Title to Real Estate) from the Commissioner of Public Works of the City of Charleston to Verona-Pharma Chemical Corporation dated April 5, 1968 and recorded in Book C-86 at Page 143 in the Office of the Register of Deeds for Berkeley County, South Carolina.

TOGETHER WITH:**Parcel X**

All easements, rights of way, rights, privileges, entitlements and appurtenances thereto set forth in section 3.10 and section 4.02 of that certain Indenture (Title to Real Estate) from SCE&G to Verona-Pharma Chemical Corporation dated June 5, 1969 and recorded in Book A-199 at Page 95 in the Office of the Register of Deeds for Berkeley County, South Carolina.

TOGETHER WITH:**Parcel XI**

All easements, rights of way, rights, privileges, entitlements and appurtenances thereto set forth in section 4.02 of that certain Indenture (Title to Real Estate) from SCE&G to Baychem Corporation dated September 7, 1973 and recorded in Book A-260 at Page 34 in the Office of the Register of Deeds for Berkeley County, South Carolina.

**Derivation:** Being the same property conveyed to LANXESS Corporation by deed of Bayer MaterialScience, LLC dated July 1, 2004 and recorded on August 11, 2004, in Book 4168 at Page 305 in the Office of the Register of Deeds for Berkeley County, South Carolina.

**EXHIBIT B**

1. Groundwater within the portions of the Property subject to the Hazardous Waste Permit No. SCD 048373468 shall not be used for purposes of human consumption, domestic animal consumption and irrigation. Said prohibition shall run with title to the Property. Grantee agrees that it shall comply fully with said prohibition. Grantee shall include this use prohibition in all tenant leases at the Property entered into by Grantee on or after the date of the foregoing Limited Warranty Deed of Real Property.
2. During the term of the lease between Grantor as tenant and Grantee as landlord dated ~~November~~ 12, 2009, as amended (the "Sale/Leaseback Lease"), Grantee agrees to limit the use of the Property to "industrial" uses and shall comply as to such use with the terms of the Environmental Insurance Policy, Environmental Law or any of the applicable Environmental Permits (all as defined in that certain Purchase Agreement by and between Grantee and Grantor dated as of September 30, 2009, as amended). Grantor and Grantee acknowledge that light industrial, warehouse and distribution uses (and office uses ancillary or otherwise related thereto) shall be permitted at the Property. Grantee further agrees that, during the term of the Sale/Leaseback Lease, Grantee shall not use the Property for the following purposes: single or multi-family residences, food producing agriculture, childcare facilities, school or elder care facilities.
3. No warranty of title is made as to any portion of the Property which is or may be filled-in land or artificial accretion, or which is or has been under water, or which lies below the mean high water marks of the Cooper River or Back River, or which is tidal marsh, other marshland or swamp area.