

**CYNTHIA B FORTE**  
**BERKELEY COUNTY**  
**REGISTER OF DEEDS**

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

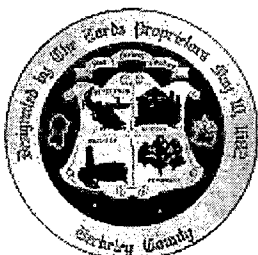
**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***



Instrument #:	2016028322		
Receipt Number:	32045	Return To:	HELLMAN YATES & TISDALE PA
Recorded As:	DEED		105 BROAD STREET THIRD FLOOR
Recorded On:	August 31, 2016		CHARLESTON, SC, 29401
Recorded At:	09:49:12 AM	Received From:	HELLMAN YATES & TISDALE PA
Recorded By:	JENN ROSE	Parties:	
Book/Page:	RB 2262: 515 - 524		Direct- MWV-OMNI LLC
Total Pages:	10		Indirect- CHARLESTON OMNI LLC

**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

Recording Fee:	\$15.00
Consideration:	\$4,928,900.00
County Tax:	\$5,421.90
State Tax:	\$12,815.40
Tax Charge:	\$18,237.30



RECEIVED

AUG 31, 2016

ASSESSOR  
BERKELEY COUNTY SC  
JANET B. JUROSKO

AUDITOR BERKELEY COUNTY SC

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

**Recording requested by and  
when recorded mail to:**

HELLMAN YATES & TISDALE  
ATTORNEYS & COUNSELORS AT LAW

HELLMAN YATES & TISDALE, PA  
105 BROAD STREET, THIRD FLOOR  
CHARLESTON, SC 29401

**SOUTH CAROLINA LIMITED WARRANTY DEED**

**COUNTY: BERKELEY**

**TAX MAP NO. 207-00-02-143**

**DATE: August 30, 2016**

**Grantor**

MWV-OMNI, LLC,  
a Delaware limited liability company  
201 Sigma Drive, Suite 400  
Summerville, SC 29483

**Grantee**

CHARLESTON OMNI, LLC,  
a Illinois limited liability company  
c/o Wanxiang America Real Estate Group,  
LLC  
88 Airport Road  
Elgin, Illinois 60123

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

**KNOW ALL MEN BY THESE PRESENTS**, that Grantor, for and in consideration of the sum of Four Million Nine Hundred Twenty-Eight Thousand Nine Hundred and 00/100 Dollars (\$4,928,900.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, SUBJECT TO the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, its successors and assigns, all of its right, title and interest in and to the real estate (the **"Property"**) described as follows:

All that lot, piece or parcel of land, situate, lying and being on the western side of Omni Industrial Blvd. in the County of Berkeley, State of South Carolina, measuring and containing 42.86 acres shown and designated as Tract A-1A on a plat entitled "Subdivision Plat of TMS # 207-00-02-130 containing 93.85 acre to create Tract A-1A (42.86 Ac.) & Tract A-1 (Residual) (50.99 Ac.) drawn by Thomas & Hutton Engineering Co. dated March 26, 2016 and recorded August 22, 2016 in Plat Cabinet S, Pages 215i and 216i, in the Register of Deeds Office for Berkeley County, South Carolina.

Said parcel has such sizes, shapes, metes, buttings and boundings as is shown on said plat, which said plat is incorporated into this description and made a part and parcel hereof by reference thereto.

NOTICE: This property is subject to the Declaration of Restrictive Covenants recorded at Book 2045, Page 633 in the Register of Deeds Office for Berkeley County.

Derivation: This being a portion of the property conveyed to Grantor by Deed of TC-MET Omni Phase I, LLC dated December 16, 2011 and recorded December 21, 2011 in the Office of the Register of Deeds for Berkeley County in Deed Book 9242 at Page 94.

Address of Grantee: c/o Wanxiang America Real Estate Group, LLC  
88 Airport Road  
Elgin, Illinois 60123

**TOGETHER** with all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Property and all easements and rights-of-way appurtenant to the Property.

**TO HAVE AND TO HOLD** all and singular the Property unto Grantee and Grantee's heirs successors and assigns in fee simple forever.

**BUT** reserving unto Grantor a right of repurchase pursuant to the terms more particularly described on Exhibit A attached hereto and incorporated herein by reference.

And, **SUBJECT TO** the matters set forth on Exhibit A and Exhibit B, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns against Grantor and each of Grantor's successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

**IN WITNESS WHEREOF**, Grantor has caused this Limited Warranty Deed to be executed under seal this 24 day of August, 2016.

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Witness  
[Signature]  
Witness

**MWV-OMNI, LLC,**  
a Delaware limited liability company

By: [Signature] WestRock-Charleston Development  
Holdings, LLC  
Its: Sole Member

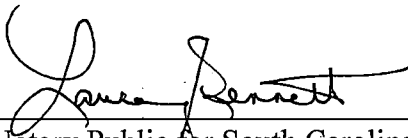
By: [Signature]  
Kenneth T. Seeger  
Its: President

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

I, Laura Sennett, a Notary Public in and for Berkeley County, South Carolina, certify that Kenneth T. Seeger, as President of WestRock-Charleston Development Holdings, LLC, Sole Member of MWV-OMNI, LLC, a Delaware limited liability company, Grantor, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24 day of August, 2016.

[NOTARY SEAL]

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 10.27.2018



**Laura E. Sennett**  
**NOTARY PUBLIC**  
**State of South Carolina**  
**My Commission Expires**  
**October 27, 2018**

## EXHIBIT A

Capitalized but undefined terms used herein, other than Grantor, Grantee, or the Property, which are defined in the Limited Warranty Deed (the "**Deed**") to which this Exhibit A is attached, shall have the meanings set forth in that certain Industrial Parcel Purchase and Sale Agreement dated February 25, 2016 by and between Grantor and Grantee, as amended and assigned (the "**Agreement**")

### Grantor's Right of Repurchase.

(a) Subject to extension for Unavoidable Delays, if Grantee shall fail to commence construction of not less than a Two Hundred Forty Thousand (240,000) square feet industrial building on the Property prior to the first anniversary of the date of the later to occur of (1) the Association providing its final approval of the improvements to be built on the Property, including, but not limited to, the industrial building, and (2) the approval, execution and delivery by County Council of Berkeley County, South Carolina of the Agreement as to Partial Assignment and Assumption of Fee In Lieu of Tax Incentive Agreement, then at any time after the expiration of such period and prior to good faith commencement of construction on the Property, Grantor shall have the right, but not the obligation, to require the conveyance of the Property to Grantor (or any third party designated by Grantor) by delivering to Grantee (or any successor-in-title to Grantee or any related or affiliated entities to Grantee to whom Grantee may have transferred title to the Property, (i) written notice of its intent to repurchase the Property (Grantor's "**Right of Repurchase**") for a purchase price equal to the Purchase Price paid by Grantee to Grantor under the Agreement, as reduced by the amount of any fees due from Grantee to Grantor pursuant to the terms of the Agreement or the Governing Documents or by any amounts as provided herein (the "**Repurchase Price**"), and (ii) a non-refundable deposit equal to twenty percent (20%) of the Repurchase Price (the "**Repurchase Deposit**"); provided that Grantee shall submit to the Association within sixty (60) days after Closing its plans for final approval contemplated in condition (1) above and diligently pursue satisfying conditions (1) and (2) above, or the Right of Repurchase commences on the first anniversary of the date of the Deed.

(b) If Grantor elects to repurchase the Property as permitted under Section (a) above, such conveyance shall be by limited warranty deed (subject to the same exceptions to title set forth in the Deed to Grantee and subject to standard and customary easements that do not hinder the use of, development of and/or construction of improvements upon the Property). The Property shall be conveyed to Grantor within thirty (30) days after the date of receipt of Grantor's notice of Right of Repurchase and, upon conveyance, Grantor shall pay the transferor the Repurchase Price and the Repurchase Deposit shall be credited against the Repurchase Price. Real property taxes and assessments, if any, shall be prorated as of the date of such conveyance in the manner provided in the Agreement. If Grantor fails to close on the Property as provided in this Section, Grantee can retain the Repurchase Deposit, as its sole remedy, and Grantor shall execute such documents as may be reasonably requested by Grantee to waive Grantor's Right of Repurchase as provided herein.

(c) Grantor's Right of Repurchase is subordinate to any first priority mortgage securing a bona fide construction loan, an acquisition and development loan or such other similar

credit facility secured by the Property. If Grantor elects to exercise the Right of Repurchase then the holder of such mortgage shall be entitled to written notice and shall be afforded the opportunity to cure the default (the failure to commence construction) and/or to commence with an action to foreclose its mortgage prior to the conveyance of the Property to Grantor. In the event the lender brings foreclosure proceedings, the purchaser at any foreclosure sale shall take the property free and clear of any and all provisions of this Exhibit and the Agreement. In the event that the lender does not bring foreclosure proceedings and the property is conveyed to Grantor, then Grantor shall pay the Repurchase Price directly to the holder of the mortgage; provided that if the Repurchase Price is not sufficient to satisfy such mortgage in full then transferor shall cause the release of any lien of record in connection with any repurchase by Grantor of the Property as provided herein. In the event the title to the Property at the time of conveyance is subject to any lien, Grantor in addition to all other rights and remedies which it may have at law and/or in equity may remove any such lien and deduct as an adjustment all costs and expenses incurred by Grantor related thereto (including, but not limited to, attorneys' fees) from the amount of the Repurchase Price otherwise payable by Grantor to Grantee (or any successor in title to the Property) as provided herein. Grantor shall also be entitled to repurchase the Property as aforesaid and take title, in its sole option, subject to any such lien.

(d) Only upon commencement of construction or as provided in Section (b) above with respect to Grantor's failure to close on the Property shall Grantor's Right of Repurchase, as provided for herein, terminate. Grantor shall deliver to Grantee, within ten (10) days after receipt of Grantee's written request, a document in recordable form acknowledging the termination of any of Grantor's rights herein.

(e) Any third-party purchaser of the Property from Grantee, either approved by Grantor or in violation of the Agreement, shall be bound by the terms of the Governing Documents with respect to any future development on the Property. Further, any use of the Property shall be consistent with the use as described in Section 9.2 of the Agreement.

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2016 and subsequent years, not yet due and payable.
2. Any right, title or interest of anyone whomever in any of the land below the mean high water mark or below the spring tide flood water boundary, marsh (whether salt or fresh), lagoon, man-made canal, swamp areas, or any tidal area below the mean high water mark, or the spring tide flood water boundary, or to any such areas as may be claimed by or over which jurisdiction is asserted by any local, state or national governmental entity or quasi-governmental entity. The Company does not insure riparian rights, nor does it insure title to the portion of the land which lies below the mean high water mark of rivers, creeks or ocean, nor title to any portion of the land that may be accreted as defined in the Coastal Tidelands and Wetlands Act, Section 48-39- 10 et seq. of the South Carolina Code of Laws, 1976, as amended.
3. Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems dated November 3, 2009, and recorded December 30, 2009, in Book 8269, Page 193 in said ROD Office.
4. Assignment of Sewer and Water Contracts Omni Commerce Park Phase I from TC-MET OMNI, PHASE I, LLC to MWV-OMNI, LLC dated December 16, 2011, and recorded January 9, 2012 in Book 9265, Page 114 in said ROD Office.
5. Natural Gas Easement by MWV-OMNI, LLC in favor of South Carolina Electric & Gas Company dated January 7, 2013, and recorded January 31, 2013 in Book 9929, Page 244 in said ROD Office.
6. Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems dated October 21, 2013, and recorded October 21, 2013 in Book 10436, Page 334 in said ROD Office.
7. Communications System Right-of-Way Easement by MWV-OMNI, LLC in favor of Home Telephone Company, Inc. dated February 25, 2014, and recorded February 26, 2014 in Book 10623, Page 250 in said ROD Office.
8. Power Line Easement by MWV-OMNI, LLC in favor of Berkeley Electric Cooperative, Inc. dated February 26, 2014, and recorded March 10, 2014 in Book 10643, Page 272 in said ROD Office.
9. Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems dated July 28, 2014, and recorded July 28, 2014 in Book 10877, Page 193 in said ROD Office.
10. Bill of Sale from MWV-OMNI, LLC to Berkeley County Water and Sanitation dated July 31, 2014 and recorded August 8, 2014 in Book 10899, Page 107 in said ROD Office.
11. Title to Water System from MWV-OMNI, LLC to Berkeley County Water and Sanitation dated July 31, 2014 and recorded August 8, 2014 in Book 10899, Page 111 in said ROD Office.
12. Title to Sewer System from MWV-OMNI, LLC to Berkeley County Water and Sanitation dated July 31, 2014 and recorded August 8, 2014 in Book 10899, Page 115 in said ROD Office.

13. Grant of Perpetual Easement by MWV-OMNI, LLC in favor of Berkeley County Water and Sanitation dated July 31, 2014 and recorded August 8, 2014 in Book 10899, Page 119 in said ROD Office.
14. Grant of Perpetual Easement by MWV-OMNI, LLC in favor of Berkeley County Water and Sanitation dated October 2, 2015 and recorded November 3, 2015 in Book 2050, Page 367 in said ROD Office.
15. Grant of Perpetual Easement by MWV-OMNI, LLC in favor of Berkeley County Water and Sanitation dated October 2, 2015, and recorded November 3, 2015 in Book 2050, Page 373 in said ROD Office.
16. Declaration of Protective Covenants, Conditions and Restrictions for Omni Industrial Campus by MWV-OMNI, LLC dated September 29, 2014 and recorded October 9, 2014 in Book 11010, Page 267 in said ROD Office; as amended by that certain First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Omni Industrial Campus dated August 30<sup>th</sup>, 2016, and recorded August 31<sup>st</sup>, 2016 in Book 2262, Page 507 in said ROD Office.
17. Declaration of Restrictive Covenants by MWV-OMNI, LLC dated October 21, 2015, and recorded October 28, 2015 in Book 2045, Page 633 in said ROD Office.
18. Development Agreement by and between Berkeley County, South Carolina and Eastway Properties, LLC dated June 9, 2008, and recorded June 10, 2008 in Book 7396, Page 1 in said ROD Office; as partially assigned by Eastway Properties, LLC to TC-Met Omni Phase I, LLC by Partial Assignment of Development Agreement dated August 8, 2008, and recorded August 8, 2008 in Book 7502, Page 206 in said ROD Office; as amended by First Amendment to Development Agreement dated November 10, 2008 and recorded November 19, 2008 in Book 7652, Page 121 in said ROD Office; as amended by Second Amendment to Development Agreement dated February 9, 2009 and recorded February 17, 2009 in Book 7764, Page 38 in said ROD Office, and re-recorded February 24, 2009 in Book 7779, Page 1 in said ROD Office; as assigned by TC-Met Omni Phase I, LLC to MWV-OMNI, LLC by Assignment of Development Agreement dated December 20, 2011 and recorded December 22, 2011 in Book 9245, Page 320 in said ROD Office; as amended by Third Amendment to Development Agreement dated January 28, 2016, and recorded February 3, 2016 in Book 2104, Page 390 in said ROD Office.
19. Matters shown on that certain subdivision plat by Thomas & Hutton dated March 23, 2016 and recorded August 22, 2016 in Plat Cabinet S, Pages 215i and 216i said ROD Office:
  - (a) New P.O.A. Irrigation Maintenance Easement;
  - (b) Ex. 30' Open Drainage Setback;
  - (c) Ex. Temporary Variable Width Drainage Easement;
  - (d) Ex. 5' B.C.W.S. GUE;
  - (e) Ex. B.E.C. & Home Telephone Utility Easement;
  - (f) Ex. B.C.W.S. GUE;
  - (g) Ex. 50' Buffer & New 50' P.O.A. Buffer Maintenance Easement;
  - (h) New P.O.A. Signage Maintenance Easement;
  - (i) Ex. Variable Width B.C.W.S. GUE; and
  - (j) Ex. 100' Buffer & New 100' P.O.A. Buffer Maintenance Easement.



STATE OF SOUTH CAROLINA ) .....Page 1 of 2  
COUNTY OF CHARLESTON ) .....AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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 known as Tract A-1A 42.86 acres, Omni Industrial Blvd., Summerville, South Carolina, Berkeley County Tax Map Number 207-00-02-143, was transferred by MWV-Omni, LLC to Charleston Omni, LLC by on August 30, 2016.
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.)

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   X  

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 \$4,928,900.00.
  - (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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_

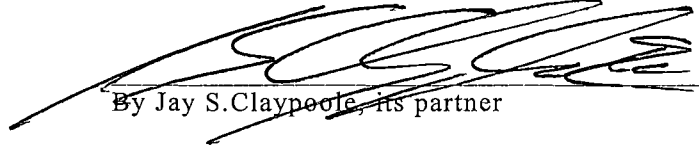
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here:           \$4,928,900.00
  - (b) Place the amount listed in item 5 above here           \$0.00            
(If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here:           \$4,928,900.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$18,237.30.

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

9. I understand that a person required to furnish this affidavit who wilfully 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.

Nelson Mullins Riley & Scarborough LLP



By Jay S. Claypoole, its partner

SWORN to and subscribed before me this

3<sup>rd</sup> day of August 2016

Notary Public for South Carolina

My Commission Expires: 2/22/20

Notary (L.S.): Roxanne Manning

Notary (printed name): Roxanne Manning

**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 encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before 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.