

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 #:	2018044492		
Receipt Number:	114306	Return To:	NEXSEN PRUET LLC
Recorded As:	DEED		P O BOX 2426
Recorded On:	December 31, 2018		COLUMBIA, SC, 29202
Recorded At:	03:25:38 PM	Received From:	NEXSEN PRUET LLC
Recorded By:	CINDY DARBY	Parties:	
Book/Page:	RB 2921: 601 - 607		Direct- COOPER RIVER PARTNERS LLC
Total Pages:	7		Indirect- VIVID EMPIRE SC LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$12.00
Consideration:	\$13,855,000.00
County Tax:	\$15,240.50
State Tax:	\$36,023.00
Tax Charge:	\$51,263.50



RECEIVED

December 31, 2018

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

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
) LIMITED WARRANTY DEED
 COUNTY OF BERKELEY) IMPROVEMENTS ONLY

KNOW ALL PERSONS BY THESE PRESENTS, that COOPER RIVER PARTNERS, LLC, a South Carolina limited liability company (hereinafter, "Grantor"), in consideration of Thirteen Million Eight Hundred Fifty-Five Thousand and 00/100 Dollars (\$13,855,000.00) to Grantor in hand paid by VIVID EMPIRE SC, LLC, a South Carolina limited liability company (hereinafter, "Grantee"), the receipt of which is hereby acknowledged, subject to Grantor's Reversionary Interest and the Exceptions (as those terms are defined below), has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release, unto Grantee, the following described property (the "Property") to wit:

ALL buildings, structures, fixtures and other improvements (collectively, the "Improvements") now located on, over and/or upon those certain pieces, parcels, or tracts of land located in Berkeley County, South Carolina (the "Land"), which Land is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference.

It is the intention of the Grantor to convey herewith only the Improvements referred to above. No interest in fee simple title to the Land is being conveyed by this deed.

PROVIDED, HOWEVER, THAT UPON TERMINATION OF THAT CERTAIN LEASE AGREEMENT, DATED DECEMBER 28, 2018 BY AND BETWEEN GRANTOR AND GRANTEE WITH RESPECT TO THE LAND, A SHORT FORM LEASE AGREEMENT WHICH HAS BEEN RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BERKELEY COUNTY, SOUTH CAROLINA ON DECEMBER 31, 2018, IN BOOK 2921, AT PAGE 565, TITLE TO ALL IMPROVEMENTS THEN EXISTING ON THE LAND SHALL AUTOMATICALLY REVERT TO THE GRANTOR, ITS SUCCESSOR OR ASSIGNS, FREE AND CLEAR OF ANY CLAIMS OF GRANTEE OR ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE (Grantor's "Reversionary Interest").

THIS CONVEYANCE IS FURTHER MADE SUBJECT TO those exceptions set forth on EXHIBIT B, attached hereto and incorporated herein (the "Exceptions").

TOGETHER WITH, subject to Grantor's Reversionary Interest and the Exceptions, 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 thereto.

TO HAVE AND TO HOLD, subject to Grantor's Reversionary Interest and the Exceptions, all and singular, the said Property before mentioned unto the said Grantee, its successors and assigns, forever.

AND, subject to the Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property before mentioned unto the said Grantee, and Grantee's successors and assigns, against Grantor and Grantor's successors and assigns, and against all persons lawfully claiming or to claim the same, or any part thereof, by, under or through Grantor but no others.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 28th day of December, 2018.

Signed, sealed and delivered
in the presence of:

COOPER RIVER PARTNERS, LLC,
a South Carolina limited liability company

[Signature]
First Witness

[Signature]
Second Witness

By: [Signature] (L.S.)

Name: Ralph H. Walker, Jr.

Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, the undersigned notary public for the State of South Carolina, hereby certify that Ralph H. Walker, Jr. as the President of Cooper River Partners, LLC, a South Carolina limited liability company, personally came before me this day and acknowledged the execution of the foregoing instrument as Grantor's act and deed.

WITNESS my hand and notarial stamp or seal (if required by law) this 28th day of December, 2018.

[Signature]
Printed Name: Harriett W Strom
NOTARY PUBLIC for State of SC
My Commission Expires: 7/30/2025

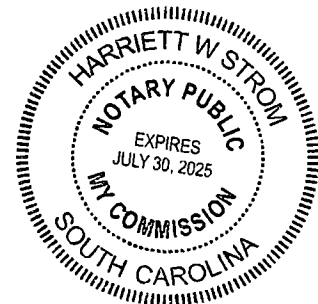


EXHIBIT A**PARCEL ONE:**

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Berkeley, State of South Carolina, shown and designated as “**LEASE PARCEL 1**” containing 37.24 acres, more or less, on that certain plat entitled, “ALTA/NSPS LAND TITLE SURVEY PREPARED FOR W-INTERNATIONAL, COLONIAL COAST TITLE COMPANY, CHEMICAL BANK AND VIVID EMPIRE SC, LLC P/O TAX MAP NO. 246-00-00-001 LOCATED ON S.C. HIGHWAY #503 BERKELEY COUNTY, SOUTH CAROLINA” prepared by GEL Engineering, LLC, Project Number WINL00118, dated October 7, 2018, last revised December 27, 2018, and having, according to said plat, the following metes and bounds to wit:

Beginning at a point at the Southwestern corner of Lease Parcel 1 and so noted as the Point of Beginning (**P.O.B. 1**), thence in a clockwise direction; having a bearing of N 16-09-43 W a distance of 1168.17 feet; thence bearing N 73-40-14 E a distance of 1474.52 feet; thence bearing S 35-00-27 E a distance of 290.42 feet; thence bearing S 16-25-32 E a distance of 82.84 feet; thence bearing S 74-07-03 W a distance of 293.46 feet; thence bearing N 16-05-22 W a distance of 29.49 feet; thence bearing S 73-54-38 W a distance of 107.44 feet; thence bearing S 09-12-05 W a distance of 49.53 feet; thence bearing S 56-14-44 W a distance of 40.00 feet; thence bearing S 34-45-57 E a distance of 229.43 feet; thence bearing S 71-53-56 E a distance of 146.34 feet; thence bearing S 16-17-15 E a distance of 471.35 feet; thence bearing S 27-16-20 W a distance of 111.47 feet; thence bearing S 70-05-56 W a distance of 332.38 feet; thence bearing S 77-09-47 W a distance of 334.49 feet; thence bearing N 75-12-46 W a distance of 72.26 feet; thence bearing S 76-05-22 W a distance of 352.85 feet; thence bearing S 79-25-50 W a distance of 147.60 feet; to the point of beginning and containing 37.24 acres, more or less.

PARCEL TWO:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Berkeley, State of South Carolina, shown and designated as “**LEASE PARCEL 2**” on that certain plat entitled, “ALTA/NSPS LAND TITLE SURVEY PREPARED FOR W-INTERNATIONAL, COLONIAL COAST TITLE COMPANY, CHEMICAL BANK AND VIVID EMPIRE SC, LLC P/O TAX MAP NO. 246-00-00-001 LOCATED ON S.C. HIGHWAY #503 BERKELEY COUNTY, SOUTH CAROLINA” prepared by GEL Engineering, LLC, Project Number WINL00118, dated October 7, 2018, last revised December 27, 2018, and having, according to said plat, the following metes and bounds to wit:

Beginning at a point at the Southwestern corner of Lease Parcel 2 and so noted as the Point of Beginning (**P.O.B. 2**), thence in a clockwise direction having a bearing of N 18-19-23 W a distance of 165.75 feet; thence bearing N 21-12-34 W a distance of 318.60 feet; thence bearing N 30-16-56 W a distance of 269.12 feet; thence bearing N 65-22-08 E a distance of 153.11 feet; thence bearing N 73-11-03 E a distance of 32.00 feet; thence bearing N 16-15-37 W a distance of 85.31 feet; thence bearing S 73-56-07 W a distance of 210.60 feet; thence bearing N 30-16-56 W a distance of 217.51 feet; thence bearing N 73-40-14 E a distance of 41.98 feet; thence bearing N 21-41-39 E a distance of 30.80 feet; thence bearing N 30-16-56 W a distance of 57.43 feet; thence bearing N 73-40-14 E a distance of 322.80 feet; thence bearing S 16-09-43 E a distance of 1163.13 feet; thence bearing S 79-25-50 W a distance of 190.26 feet; to the point of beginning and containing 6.40 acres, more or less.

BEING a portion of the property conveyed to the Grantor herein by deed from Jacobs Engineering Group Inc., a Delaware corporation, dated and recorded June 29, 2016, in Book 2211, Page 233, in the Office of the Register of Deed for Berkeley County, South Carolina.

TMS# 246-00-00-001 (portion of)

Grantee's Address: 31720 Stephenson Hwy, Madison Heights, Michigan 48071

EXHIBIT B**EXCEPTIONS**

1. Taxes for the year 2019, which are a lien, but not yet due and payable, and taxes for subsequent years.
2. Terms and conditions of the Lease Agreement by and between Cooper River Partners, LLC, and Vivid Empire SC, LLC, a South Carolina limited liability company dated December 28, 2018, as evidenced by that certain Short Form Lease Agreement dated December 28, 2018, and recorded December 31, 2018, in Book 2921, Page 565, in the Office of the Register of Deeds for Berkeley County, South Carolina.
3. Conditions, restrictions and limitations contained in Indenture between South Carolina Electric and Gas Company and Pittsburgh-Des Moines Steel Company, dated September 7, 1973 and recorded in **Book A-260, Page 33**, in the Office of the Register of Deeds for Berkeley County, South Carolina.
4. Right of way from Pittsburgh-Des Moines Steel Company to South Carolina Electric and Gas Company dated April 24, 1973 and recorded in **Book C-106, Page 51**, in the Office of the Register of Deeds for Berkeley County, South Carolina.
5. Flood and Flowage Easement granted to The South Carolina Public Service Authority by Instrument dated September 28, 1943 and recorded in **Book C-38, Pages 270-B and 270**, in the Office of the Register of Deeds for Berkeley County, South Carolina.
6. Easement Agreement between General Dynamics Corporation and United States of America dated February 17, 1982 and recorded in **Book C-151, Page 64**, in the Office of the Register of Deeds for Berkeley County, South Carolina.
7. Easements, reservations of easements, conditions, restrictions and limitations contained in Indenture between South Carolina Electric and Gas Company and Jacob's Engineering Group, Inc. dated June 17, 2008, recorded in **Book 7452, Page 215**, in the Office of the Register of Deeds for Berkeley County, South Carolina.
8. Declaration of Covenants and Restrictions by Cooper River Partners, LLC recorded February 8, 2017, in **Book 2388, Page 315**, in the Office of the Register of Deeds for Berkeley County, South Carolina.
9. Covenants for Permanent Maintenance of Stormwater Systems between Cooper River Partners, LLC and Berkeley County, South Carolina, dated October 11, 2016, and recorded January 4, 2017, in **Book 2361, Page 471**, in the Office of the Register of Deeds for Berkeley County, South Carolina.
10. Terms and Conditions of the Easement Agreement between Cooper River Partners, LLC and Vivid Empire SC, LLC, a South Carolina limited liability company, dated December 28, 2018, and recorded December 31, 2018, in Book 2921, Page 571, in the Office of the Register of Deeds for Berkeley County, South Carolina, said instruments creating the easement estate insured herein.
11. Lease between Cooper River Partners, LLC and Whiting-Turner Contracting Company dated April 1, 2017.
12. Amended and Restated Lease (as amended) between Cooper River Partners, LLC and Pegasus Steel, LLC dated June 27, 2018; as assigned to Vivid Empire SC, LLC by Assignment and Assumption of Lease dated December 28, 2018.
13. Raw Material Warehouse Lease and Maintenance Term Sheet between Cooper River Partners, LLC and Evonik dated December 1, 2016.
14. Lack of right of access to and from the buildings upon termination or expiration of Leasehold.
15. Defects in title arising from or in connection with the buildings not being held in title with appurtenant Land upon termination or expiration of Leasehold.
16. Automatic reversion of the buildings, structures, fixtures and other improvements affixed thereto which consists real property, as provided in the Lease Agreement by and between Cooper River Partners, LLC, and Vivid Empire SC, LLC, a South Carolina limited liability company dated December 28, 2018, as evidenced by that certain Short Form Lease Agreement dated December 28, 2018, and recorded December 31, 2018, in Book 2921, Page 565, in the Office of the Register of Deeds for Berkeley County, South Carolina.

17. The following matters as set forth on that certain of survey entitled, "ALTA/NSPS LAND TITLE SURVEY PREPARED FOR W-INTERNATIONAL, COLONIAL COAST TITLE COMPANY, CHEMICAL BANK AND VIVID EMPIRE SC, LLC P/O TAX MAP NO. 246-00-00-001 LOCATED ON S.C. HIGHWAY #503 BERKELEY COUNTY, SOUTH CAROLINA" prepared by GEL Engineering, LLC, Project Number WINL00118, dated October 7, 2018, last revised December 27, 2018:
- a. DIGITIZED WATER LINE
 - b. DIGITIZED SEWER LINE
 - c. DIGITIZED PHONE LINE
 - d. DIGITIZED AIR GAS LINE
 - e. OVERHEAD POWER LINE
 - f. UNDERGROUND POWER LINE
 - g. UNDERGROUND TELEPHONE LINE

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

AFFIDAVIT OF CONSIDERATION

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 Berkeley County, S.C., Tax Map No. 246-00-00-001 (Portion of).
3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as 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): (*See Item* _____)
 (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 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 \$ 13,855,000.00.
 - (b) _____ The fee is computed on the fair market value of 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 X 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:	\$13,855,000.00
(b) Place the amount listed in item 5 above Here (If no amount is listed, place zero here.):	-0-
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$13,855,000.00
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$51,263.50.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Legal Representative for Grantee.
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.

SWORN to before this 28th day
 of December 2018.
Phyllis D. Pennell
 Notary Public for South Carolina
 Name: Phyllis D. Pennell
 My Commission Expires: 10/22/23

NEXSEN PRUET, LLC

By: Rhonda R. Tapley
 Rhonda R. Tapley