

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

00025103 Vol: 9242 Pg: 94



53 2011 00025103

Instrument Number: 2011- 00025103As
Deed**Recorded On:** December 21, 2011**Parties:** TC-MET OMNI PHASE I LLC

To

MWV-OMNI LLC

Billable Pages: 1**Recorded By:** WARREN & SINKLER**Num Of Pages:** 6**Comment:****** Examined and Charged as Follows: ****

Deed	11.00					
Recording Charge:	11.00					
		Consideration				
		Amount	RS#/CS#			
Deed Tax	22,200.00	6,000,000.00	D 6003			
				Deed State Tax	15,600.00	
						Deed County Tax 6,600.00
Tax Charge:	22,200.00					

RECEIVED

Dec 21, 2011

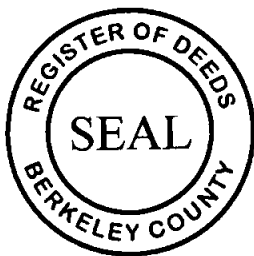
ASSESSOR
BERKELEY COUNTY SC
JANET B. JURSKO
AUDITOR BERKELEY COUNTY SC

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

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC

File Information:**Record and Return To:**

Document Number:	2011- 00025103	WARREN & SINKLER
Receipt Number:	353685	PO BOX 1254
Recorded Date/Time:	December 21, 2011 11:19:40A	CHARLESTON SC 29402
Book-Vol/Pg:	Bk-R VI-9242 Pg-94	
Cashier / Station:	R McMakin / Cash Super Station 5	



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

(Reference: Tract A-1; File No. 8882/JHW)

After recording, return to:
 John H. Warren, III, Esquire
 Warren & Sinkler, L.L.P.
 171 Church Street, Suite 340 (29401)
 Post Office Box 1254
 Charleston, SC 29402
 Phone: (843) 577-0660

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF BERKELEY)	

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **TC-MET OMNI PHASE I, LLC** (the "Grantor") in the State aforesaid, for and in consideration of the sum of **SIX MILLION AND NO/100 (\$6,000,000.00) DOLLARS**, paid to it at and before the sealing of these Presents by **MWV-OMNI, LLC**, a Delaware limited liability company, (the "Grantee") in the State aforesaid, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, free and clear of all encumbrances except those set forth on Exhibit A attached hereto, unto the said **MWV-OMNI, LLC**, its successors and assigns, all of its right, title and interest in and to the following described property, 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 I, 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 Registered of Deeds for Berkeley County in Plat Book M at Page 237-P. Said lot having such location, butts, bounds, courses, metes and distances as will by reference to said plat more fully appear.

BEING THE SAME PROPERTY conveyed to the Grantor herein by deed of Eastway Properties, LLC, a North Carolina limited liability company, dated August 8, 2008 and recorded in the Register of Deeds' Office for Berkeley County on August 8, 2008 in Book 7502 at Page 162.

TMS NO. 207-00-02-130

Address of Grantee(s): 180 Westvaco Road
 Summerville, SC 29483

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 Premises before mentioned unto the said Grantee, its successors and assigns forever.

And Grantor does hereby bind Grantor, and Grantor's successors and assigns to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and assigns, against the Grantor and each of Grantor's successors and assigns, lawfully claiming, or to claim the same or any part thereof, but no others.

WITNESS its Hand and Seal this 16th day of December, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TC-MET OMNI PHASE I, LLC

By: TC-Met Diversified Venture, LLC
Its: Sole Member

By: TC Diversified, Inc.
Its: Managing Member

By: [Signature]
Robert Abberger
Its: Senior Vice President

[Signature]
Witness #1
[Signature]
Witness #2

STATE OF Florida)
COUNTY OF Hillsborough)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of December, 2011, by TC-Met Omni Phase I, LLC, by TC-Met Diversified Venture, LLC, its Sole Member, by TC Diversified, Inc., is Managing Member, by Robert Abberger, its Senior Vice President.

NOTARY PUBLIC-STATE OF FLORIDA
Laura A. Klopp
Commission # EE128554
Expires: Sep. 09, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature] (SEAL)
Notary Public for the State of Florida
My commission expires: 09/09/15

EXHIBIT A
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2011, and subsequent years, which are a lien but are 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 the Register of Deeds Office for Berkeley County in Book 7396 at Page 1; as amended by Partial Assignment of Development Agreement dated August 8, 2008 and recorded on August 8, 2008 in the aforesaid office in Book 7502 at Page 206; and further amended by First Amendment to Development Agreement dated November 10, 2008 and recorded in the aforesaid office on November 19, 2008 in Book 7652 at Page 121; and further amended by Second Amendment to Development Agreement dated February 9, 2009 and recorded on February 17, 2009 in the aforesaid office in Book 7764 at Page 38 and re-recorded on February 24, 2009 in the aforesaid office in Book 7779 at Page 1.
3. Declaration of Easements, Covenants, Conditions and Restrictions for Omni Commerce Park dated August 8, 2008 and recorded on August 8, 2008 in the Register of Deeds Office for Berkeley County in Book 7502 at Page 170; as amended by Joinder to Declaration of Easements, Covenants, Conditions and Restrictions for Omni Commerce Park dated September 12, 2008 and recorded on September 19, 2008 in the aforesaid office in Book 7565 at Page 153. (to be terminated)
4. Development and use restrictions and conditions imposed by Federal, State and local laws with respect to those portions of the property shown as "Wetlands" on the survey prepared for Southeastern Surveying of Charleston, dated August 15, 2011 (unrecorded).
5. Declaration of Restrictive Covenants (Wetlands) dated October 23, 1996 and recorded on October 28, 1996 in the Register of Deeds Office for Berkeley County in Book 952 at Page 342.
6. Declaration of Restrictive Covenants (Wetlands) dated November 9, 1998 and recorded on November 19, 1998 in the Register of Deeds Office for Berkeley County in Book 1487 at Page 34.
7. Right of Way Easement in favor of Berkeley Electric Cooperative, Inc. dated September 20, 1996 and recorded on December 9, 1996 in the Register of Deeds Office for Berkeley County in Book 976 at Page 25.
8. Berkeley County Stormwater Management Program - Covenants for Permanent Maintenance of Stormwater Systems with Berkeley County, South Carolina, dated November 3, 2009 and recorded in the Register of Deeds Office for Berkeley County on December 30, 2009 in Book 8269 at Page 193.
9. Lease Agreement by and between TC-Met Omni Phase I, LLC and Baucom's Grading, LLC dated August 8, 2008 (unrecorded), as amended.

10. Subject to matters shown on Plat entitled "Plat of 97.06 Acres, Omni Commerce Center Phase I, Eastway Properties, LLC, Berkeley County, South Carolina, dated May 21, 2006 and recorded in the Register of Deeds Office for Berkeley County in Plat Book M at Page 237-P:
 - (a) proposed 50' ingress/egress & utility easement
 - (b) 55' drainage easement
 - (c) 60' drainage easement
 - (d) 65' drainage easement
11. Rights of others thereto entitled in and to the continued uninterrupted flow of Dawson Branch, located on the Land, as shown on survey by Richard J. Morf, PLS, dated June 20, 2008 (unrecorded).
12. Riparian rights incident to the Land.
13. Subject to matters shown on survey by Richard J. Morf, PLS, dated June 20, 2008 (unrecorded).
14. Encroachment upon property adjoining on the East by the covered area appurtenant to the Land, as shown on plat of Survey by Richard J. Morf, PLS, dated June 20, 2008.
15. Such matters as would be revealed by a current and accurate survey of the property.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

AFFIDAVIT

Date of Transfer of Title
December 20, 2011

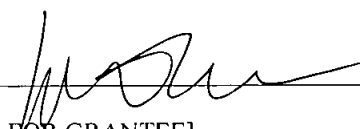
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by **TC-MET OMNI PHASE I, LLC** (collectively, Grantor) to **MWV-OMNI, LLC** (Grantee) on December 20, 2011.
3. The DEED is (check one of the following)
 - (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 distribution to a trust beneficiary.
 - (c) _____ **EXEMPT** from the deed recording fee because: _____
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth \$6,000,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is \$N/A.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes
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.
6. The DEED Recording Fee is computed as follows:

(a) The amount listed in item 4 above:	\$ 6,000,000.00
(b) The amount listed in item 5 above (no amount place zero):	\$ N/A
(c) Subtract Line 6(b) from Line 6(a) and place the result.	\$ 6,000,000.00
7. 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 Grantee
8. Check if Property other than Real Property is being transferred on this Deed.
 - (a) _____ Mobile Home
 - (b) _____ Other
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 me this 20th day of December, 2011

(Print Name) Elizabeth L Davis (SEAL)
Notary Public for the State of _____
My Commission Expires: _____

(Signature) 

[ATTORNEY FOR GRANTEE]

John H. Warren, III
Attorney for Grantee

(Title)

