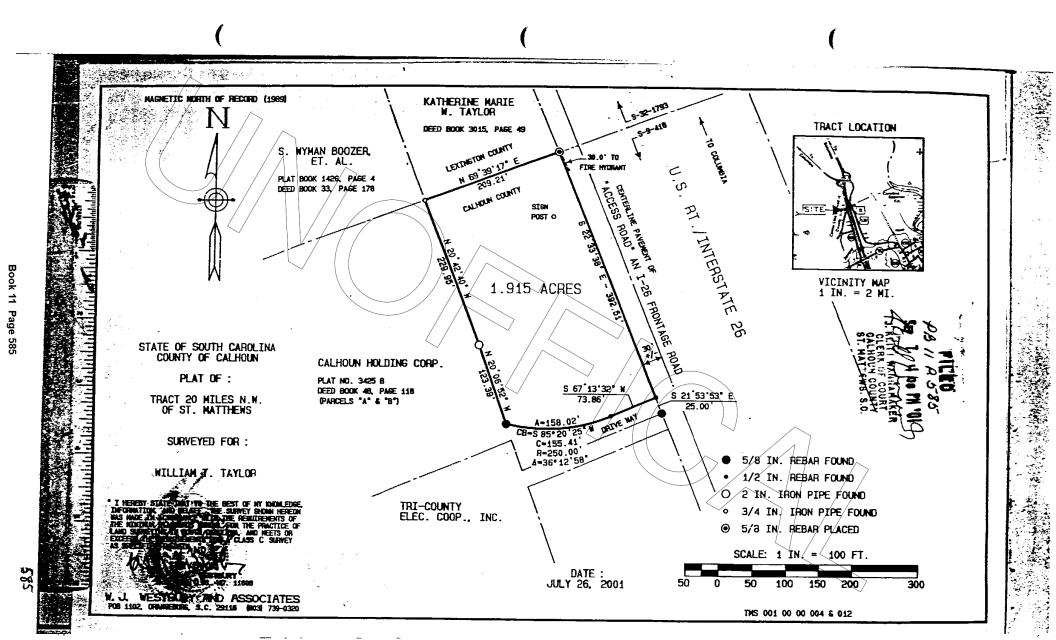


CHARLES R. SHEALY

1. 4:00 P. M.





b ·		ATTEST: JRUE COPY		2011000210		
-		KENNETH HASTY CLERK OF COURT		PECORDING FEES	\$38.00 \$191077.24 \$80840.37	
Affidavit		CALHOUN COUNTY		PRESENTED & RECORDED: 01-31-2011 02:55:36 KENNETH HASTY	PM	
STATE OF SOUTH CAROLINA)	LIMITED WARRAN		KENNETH HASTY		
COLDIENTOR CALLYOID)	DEED TO REAL EST				
COUNTY OF CALHOUN)			BK:D 260		
COUNTY OF LEXINGTON)			PG:71-102		

KNOW ALL MEN BY THESE PRESENTS, That EASTMAN CHEMICAL COMPANY, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten Dollars(\$10.00) and other valuable consideration paid by DAK AMERICAS LLC, a Delaware limited liability company ("Grantee") (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee:

Those certain parcels or tracts of land more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), together with all buildings and improvements located thereon.

This conveyance specifically excludes the buildings and improvements located on those portions of the Land indicated by cross-hatching on the site map attached hereto as <u>Exhibit B</u> attached hereto and incorporated herein by reference and being more particularly described on <u>Exhibits B-1 through B-5</u> attached hereto and incorporated herein by reference, title to which is retained by Grantor.

This conveyance is subject to easements, restrictions, and matters of record, including those matters shown on the attached Exhibit C, those matters shown on recorded plats and those which an inspection or accurate survey of the property would disclose and zoning, building, entitlement, land use and other laws regulating the use or occupancy of the property.

This being a portion of the identical property heretofore conveyed to Grantor herein by the following deeds: Deed of Eastman Kodak Company dated December 22, 1993, recorded January 18, 1994 in Book 81, page 103 in the Office of the Calhoun County Clerk of Court and on January 31, 1994 in Book 2881, page 1311 of the Lexington County Clerk of Court; Deed of Caroline K. Geiger, et al., recorded March 3, 1994 in Book 82, page 171, Calhoun County Clerk of Court; Deed of Caroline K. Geiger et al., recorded March 3, 1994 in Book 82, page 179, Calhoun County Clerk of Court; Deed of Helen M. Geiger recorded March 3, 1994 in Book 82, page 185, Calhoun County Clerk of Court; Deed of Donald M. Burroughs recorded March 3, 1994 in Book 82, page 188, Calhoun County Clerk of Court; Deed of D. Karl Senn recorded March 21, 1994, Book 82, page 305, Calhoun County Clerk of Court; Deed of Joanne Alston Geiger recorded May 11, 1994 in



2011000218

Book 84, page 89, Calhoun County Clerk of Court; Deed of Donald M. Burroughs recorded May 20, 1994, Calhoun County Clerk of Court; and Deed of Donald M. Burroughs recorded August 24, 1994 in Book 86, page 179, Calhoun County Clerk of Court

TMS Nos.:

Calhoun County: portions of 023-00-03-061; 024-00-00-001, 002,

003, 011, 012 and 013

Lexington County: 009100-03-02

Grantee's address:

DAK Americas LLC

5925 Carnegie Boulevard, Suite 500 Charlotte, North Carolina 28209

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 Grantee, its successors and assigns forever.

And Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns, against Grantor and Grantor's successors lawfully claiming or to claim the same or any part thereof, but not otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS Grantor's hand and seal this 315+ day of January, 2011.

Signed, Sealed and Delivered in the Presence of:	EASTMAN CHEMICAL COMPANY
Debra Dinovore Witness No. 1	By: Dail A. Mar
10	Name: David A. Golden
Seame Larkin	Its: Vice President, Associate Genera Counsel & Corporate Secretary
Witness No.2	Counsel & Corporate Secretary
STATE OF Tennessee	
COUNTY OF Sullivan	ACKNOWLEDGMENT
I Debra Dinsmass	, Notary Public for the State of <u>le nnessæ</u> do
hereby certify that the above-named	David A. Gollen, ally appeared before me this day and acknowledged the
Witness my hand and official se	al this the 31st day of Januar, 2011.
	Delra Disrore
	Notary Public
	My Commission Expires:
	STATE PM
	STATE OF TENNESSEE NOTARY PUBLIC
	MAN COUNTY

EXHIBIT A

Legal Description

TRACT 4

Being a parcel of property located partially within Lexington County, South Carolina and partially within Calhoun County, South Carolina, being property of Eastman Chemical Company as described in Deed Book 81, page 103 and being more particularly described as follows:

BEGINNING at a Carolina Eastman monument located in the easterly right-of-way line of Interstate 26 located at the ramp to US Highway 176/21 and at the common corner with Blanchard Investment, Inc. as recorded in Deed Book 2728, page 185;

THENCE, leaving the easterly right-of-way line of Interstate 26 along the common line with Blanchard, North 72 deg. 36 min. 03 sec. East, crossing Old Pine Plain Road a 330.84 feet to a Carolina Eastman monument;

THENCE, along other property Blanchard Investment, Inc. as recorded in Deed Book 3121, page 109, North 68 deg. 08 min. 46 sec. East, 401.61 feet to a Carolina Eastman monument;

THENCE, along the common line with still other property of Blanchard Investment, Inc. as recorded in Deed Book 4217, page 325, North 64 deg. 47 min. 49 sec. East, 486.81 feet to a Carolina Eastman monument;

THENCE, continuing first with the common line with Blanchard, then crossing CSX Railroad and then with the common line of New Life Baptist Church Cemetery as recorded in Deed Book 1596, page 285, North 65 deg. 27 min. 25 sec. East, 344.38 feet to a Carolina Eastman monument;

THENCE, continuing first with New Life Baptist Church Cemetery, then partly with St. Paul's Methodist Church as recorded in Deed Book 3F, page 483 and then with Blanchard Investment, Inc. as recorded in Deed Book 3194, page 5, North 68 deg. 48 min. 39 sec. East, 436.95 feet to a monument;

THENCE, continuing along the common line with Blanchard the following (3) calls, North 68 deg. 46 min. 10 sec. East, 462.73 feet to a Carolina Eastman monument;

THENCE, North 68 deg. 44 min. 20 sec. East, 2,095.83 feet to a Carolina Eastman monument;

THENCE, North 68 deg. 56 min. 10 sec. East, 177.78 feet to an iron pipe found in the westerly top bank of the Congaree River;

THENCE, along the chords of the top bank of the Congaree River the following (61) calls, South 03 deg. 28 min. 14 sec. East, 779.01 feet to a point;

THENCE, South 11 deg. 54 min. 02 sec. East, 317.17 to a point; THENCE, South 17 deg. 05 min. 16 sec. East, 305.69 to a point; THENCE, South 13 deg. 45 min. 35 sec. East, 90.65 to a point; THENCE, South 23 deg. 10 min. 00 sec. East, 207.00 to a point; THENCE, South 31 deg. 30 min. 30 sec. East, 264.92 to a point; THENCE, South 35 deg. 13 min. 13 sec. East, 288.77 to a point; THENCE, South 41 deg. 30 min. 08 sec. East, 246.28 to a point; THENCE, South 50 deg. 06 min. 03 sec. East, 425.89 to a point; THENCE, South 60 deg. 10 min. 28 sec. East, 752.08 to a point; THENCE, South 65 deg. 33 min. 21 sec. East, 282.20 to a point; THENCE, South 67 deg. 59 min. 49 sec. East, 459.78 to a point; THENCE, South 78 deg. 56 min. 07 sec. East, 434.49 to a point; THENCE, South 89 deg. 09 min. 16 sec. East, 287.79 to a point; THENCE, South 87 deg. 44 min. 54 sec. East, 256.80 to a point; THENCE, South 89 deg. 39 min. 35 sec. East, 562.78 to a point; THENCE, South 84 deg. 43 min. 17 sec. East, 565.71 to a point; THENCE, South 75 deg. 07 min. 55 sec. East, 252.97 to a point; THENCE, South 75 deg. 21 min. 58 sec. East, 336.91 to a point; THENCE, South 78 deg. 38 min. 40 sec. East, 369.22 to a point; THENCE, South 76 deg. 19 min. 08 sec. East, 485.08 to a point; THENCE, South 77 deg. 53 min. 44 sec. East, 104.45 to a point; THENCE, South 79 deg. 53 min. 35 sec. East, 115.46 to a point; THENCE, South 80 deg. 23 min. 59 sec. East, 233.91 to a point;

THENCE, South 81 deg. 30 min. 10 sec. East, 63.89 to a point; THENCE, South 71 deg. 27 min. 13 sec. East, 189.86 to a point; THENCE, South 69 deg. 33 min. 54 sec. East, 125.57 to a point; THENCE, South 69 deg. 50 min. 04 sec. East, 96.52 to a point; THENCE, South 66 deg. 27 min. 22 sec. East, 107.36 to a point; THENCE, South 49 deg. 26 min. 37 sec. East, 199.01 to a point; THENCE, South 41 deg. 54 min. 31 sec. East, 130.45 to a point; THENCE, South 39 deg. 56 min. 38 sec. East, 134.86 to a point; THENCE, South 39 deg. 10 min. 47 sec. East, 145.86 to a point; THENCE, South 29 deg. 14 min. 50 sec. East, 120.07 to a point; THENCE, South 44 deg. 35 min. 01 sec. East, 106.52 to a point; THENCE, South 63 deg. 55 min. 28 sec. East, 67.69 to a point; THENCE, South 27 deg. 46 min. 30 sec. East, 169.63 to a point; THENCE, South 10 deg. 08 min. 14 sec. East, 582.40 to a point; THENCE, South 00 deg. 24 min. 20 sec. East, 146.53 to a point; THENCE, South 01 deg. 57 min. 28 sec. West, 139.02 to a point; THENCE, South 06 deg. 34 min. 20 sec. West, 446.11 to a point; THENCE, South 10 deg. 19 min. 30 sec. West, 89.57 to a point; THENCE, South 15 deg. 34 min. 18 sec. West, 171.52 to a point; THENCE, South 16 deg. 23 min. 07 sec. West, 157.35 to a point; THENCE, South 22 deg. 47 min. 30 sec. West, 205.99 to a point; THENCE, South 32 deg. 00 min. 48 sec. West, 254.46 to a point; THENCE, South 40 deg. 57 min. 29 sec. West, 208.67 to a point;

THENCE, South 43 deg. 20 min. 18 sec. West, 196.35 to a point;

THENCE, South 26 deg. 07 min. 00 sec. West, 105.74 to a point;

THENCE, South 44 deg. 41 min. 24 sec. West, 98.39 to a point;

THENCE, South 44 deg. 09 min. 03 sec. West, 225.17 to a point;

THENCE, South 44 deg. 58 min. 31 sec. West, 344.34 to a point;

THENCE, South 35 deg. 59 min. 12 sec. West, 252.63 to a point;

THENCE, South 39 deg. 17 min. 06 sec. West, 175.25 to a point;

THENCE, South 21 deg. 59 min. 32 sec. West, 1181.95 to a point;

THENCE, South 15 deg. 38 min. 57 sec. East, 498.20 to a point;

THENCE, South 37 deg. 25 min. 43 sec. East, 442.66 to a point;

THENCE, South 39 deg. 56 min. 58 sec. East, 87.72 to a point;

THENCE, South 52 deg. 33 min. 39 sec. East, 875.56 to a point;

THENCE, South 56 deg. 06 min. 52 sec. East, 80.67 to a point;

THENCE, South 65 deg. 39 min. 26 sec. East, 24.73 to a point in a 40-foot right-of-way as recorded in Instrument No. 8586;

THENCE, along the northerly right-of-way line of said 40-foot right-of-way the following (6) calls, South 68 deg. 25 min. 35 sec. West, 992.65 feet to an iron rod set;

THENCE, South 68 deg. 35 min. 15 sec. West, 956.63 feet to an iron rod set;

THENCE, South 68 deg. 06 min. 58 sec. West, 72.52 feet to an Carolina Eastman monument;

THENCE, South 68 deg. 28 min. 42 sec. West, 445.46 feet to a Carolina Eastman monument;

THENCE, South 68 deg. 31 min. 40 sec. West, 614.60 feet to an iron rod set;

THENCE, South 68 deg. 30 min. 42 sec. West, 667.41 feet to a Carolina Eastman monument located in the easterly right-of-way line of US Highway 176/21;

THENCE, along the easterly right-of-way line US Highway 176/21, 349.39 feet along a curve to the left having a radius of 1,592.69 and a chord bearing and distance of North 47 deg. 05 min. 34

sec. West, 348.69 feet to an iron rod set common corner to Eastman Chemical Company - Parcel 2;

THENCE, along the common line with Parcel 2 also being the westerly line of "K" Avenue the following (5) calls, South 27 deg. 27 min. 47 sec. East, 2,254.84 feet to an iron rod set;

THENCE, South 27 deg. 09 min. 25 sec. East, 1,192.60 feet to an iron rod set;

THENCE, South 27 deg. 11 min. 10 sec. East, 4,961.66 feet to an iron rod set;

THENCE, 2,483.87 feet along a curve to the left having a radius of 2,509.14 feet and a chord bearing and distance of South 55 deg. 32 min. 43 sec. East, 2,383.68 feet to an iron rod set;

THENCE, South 83 deg. 54 min. 17 sec. East, 330.62 feet to an iron rod set at the terminus of Old US Highway 176/21;

THENCE, along the terminus of Old US Highway 176/21 North 06 deg. 05 min. 43 sec. East, 75.00 feet to an iron rod set;

THENCE, along the easterly right-of-way of Interstate 26 and the ramp to US Highway 176/21 the following (11) calls, North 41 deg. 26 min. 47 sec. West, 135.50 feet to an iron rod set;

THENCE, North 83 deg. 54 min. 17 sec. West, 560.86 feet to an iron rod set;

THENCE, 352.07 feet along a curve to the right having a radius of 410.28 feet and a chord bearing and distance of North 58 deg. 59 min. 37 sec. West, 341.37 feet to an iron rod set;

THENCE, North 32 deg. 25 min. 39 sec. West, 160,60 feet to an iron rod set;

THENCE, North 40 deg. 47 min. 39 sec. West, 172.20 feet to an iron rod set;

THENCE, North 56 deg. 42 min. 39 sec. West, 140.70 to an existing highway monument found disturbed;

THENCE, North 64 deg. 08 min. 39 sec. West, 158.70 feet to an iron rod set;

THENCE, North 61 deg. 01 min. 39 sec. West, 58.50 feet to an existing highway monument found disturbed;

THENCE, North 42 deg. 51 min. 39 sec. West, 157.20 feet to an existing highway monument found disturbed;

THENCE, North 18 deg. 08 min. 39 sec. West, crossing Old Pine Plain Road 176.20 feet to an iron rod set;

THENCE, North 06 deg. 16 min. 40 sec. West, 105.50 feet to the point of Beginning.

Containing 58,224,373 square feet or 1,336.648 acres as shown on a survey prepared by Barge, Waggoner, Sumner and Cannon, Inc. signed by Gary C. Clark, RLS No. 11615, bearing BWSC File No. 35015-00, and dated 01-24-11.

TOGETHER WITH:

TRACT 5

Being a tract of land located in Calhoun County, South Carolina being Lots 4, 5, 6, 8, 9, a 45-foot Ingress/Egress Easement, and an Unpaved Private Drive Easement as shown on a plat of record in Map File 3628 and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the intersection of right-of-ways of the easterly right-of-way line of US Highway 176/21 and the northerly right-of-way line of Geiger Lane (S-9-442);

THENCE, along the easterly right-of-way line of US Highway 176/21 the following (4) calls, North 27 deg. 41 min. 11 sec. West, 243.83 feet to an iron rod set;

THENCE, North 27 deg. 37 min. 28 sec. West, 239.98 feet to an iron rod found;

THENCE, North 27 deg. 15 min. 00 sec. West, 45.64 feet to an iron rod found;

THENCE, North 27 deg. 30 min. 01 sec. West, 271.62 feet to an iron rod set in the southerly line of a 40-foot right-of-way as recorded in Instrument No. 8586;

THENCE, along the southerly line of a 40-foot right-of-way the following (4) calls, North 68 deg. 31 min. 00 sec. East, 51.78 feet to an iron rod set;

THENCE, North 68 deg. 31 min. 24 sec. East, 653.62 feet to a Carolina Eastman monument;

THENCE, North 68 deg. 27 min. 13 sec. East, 134.12 feet to an iron rod set;

THENCE, North 68 deg. 31 min. 35 sec. East, 307.44 feet to a 1-inch iron pipe found common corner to Lot 10;

THENCE, along the common line with Lot 10 the following (5) calls, South 20 deg. 03 min. 57 sec. East, 264.26 feet to a 1-1/2 inch iron pipe found;

THENCE, South 19 deg. 36 min. 20 sec. East, 73.74 feet to a 1-1/2 inch iron pipe found;

THENCE, South 33 deg. 00 min. 09 sec. East, 92.37 to a ½-inch iron rod found;

THENCE, South 33 deg. 22 min. 27 sec. East, 140.90 to an 1-inch iron pipe found;

THENCE, North 69 deg. 15 min. 52 sec. East, 10.05 feet to an 1-inch iron pipe found common corner to Lot 11;

THENCE, along the common line with Lot 11, South 24 deg. 25 min. 18 sec. East, 268.55 feet to a ½-inch iron rod found in the northerly right-of-way line of Geiger Lane (S-9-442);

THENCE, along the northerly right-of-way line of Geiger Lane, South 67 deg. 26 min. 40 sec. West, 50.14 feet to an iron rod found bent at the common corner with Lot 4;

THENCE, along the common line with Lot 4, North 24 deg. 23 min. 15 sec. West, 270.16 feet to a 1-inch iron pipe found common corner to Lot 7;

THENCE, along the common line with Lot 7 the following (4) calls, North 30 deg. 16 min. 31 sec. West, 284.47 feet to a 1-1/2 inch iron pipe found;

THENCE, South 69 deg. 00 min. 15 sec. West, 233.43 feet to a 1-1/2 inch iron pipe found;

THENCE, South 27 deg. 33 min. 50 sec. East, 281.67 feet to a ¾-inch iron pipe found;

THENCE, North 69 deg. 13 min. 11 sec. East, 247.09 feet to a 1-inch iron pipe found in the westerly line of the Unpaved Private Drive Easement;

THENCE, along the westerly line of the Unpaved Private Drive Easement, South 24 deg. 23 min. 15 sec. East, 270.16 feet to an iron rod found bent in the northerly right-of-way line of Geiger Lane (S-9-442);

THENCE, along the northerly right-of-way line of Geiger Lane the following (3) calls, South 72 deg. 35 min. 24 sec. West, 212.24 feet to a 5/8 inch iron rod found;

THENCE, South 70 deg. 58 min. 17 sec. West, 87.81 feet to a 1-inch iron pipe found;

THENCE, South 70 deg. 00 min. 18 sec. West, 774.92 feet to the point of Beginning.

Containing 845,359 square feet or 19.407 acres as shown on a survey prepared by Barge, Waggoner, Sumner and Cannon, Inc. signed by Gary C. Clark, RLS No. 11615, bearing BWSC File No. 35015-00 and dated 01-24-11.

TOGETHER WITH:

TRACT 6

Being a tract of land located in Calhoun County, South Carolina, being Lots 1, 2, 3, 12A, 12B, 13 and a Paved Private Drive Easement as shown on a plat of record in Map File 3628 and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found at the intersection of right-of-ways of the easterly right-of-way line of US Highway 176/21 and the southerly right-of-way line of Geiger Lane (S-9-442);

THENCE, along the southerly right-of-way line of Geiger Lane the following (6) calls, North 69 deg. 58 min. 25 sec. East, 783.46 feet to a 5/8-inch iron rod found;

THENCE, North 71 deg.18 min. 56 sec. East, 70.65 feet to a 5/8-inch iron rod found;

THENCE, North 72 deg. 36 min. 31 sec. East, 407.78 feet to an iron rod set;

THENCE, North 72 deg. 44 min. 20 sec. East, 150.77 feet to a 1/2-inch iron rod found;

THENCE, North 65 deg. 44 min. 46 sec. East, 119.68 feet to a ½-inch iron rod found;

THENCE, North 64 deg. 58 min. 34 sec. East, 90.73 feet to a ½-inch iron rod found at the terminus of Geiger Lane;

THENCE, along the terminus of Geiger Lane, North 16 deg. 40 min. 32 sec. West, 50.53 feet to an iron rod set;

THENCE, along the northerly right-of-way line of Geiger Lane, the next (2) calls, South 65 deg. 02 min. 56 sec. West, 63.73 feet to an iron rod found disturbed;

THENCE, South 65 deg. 23 min. 15 sec. West, 72.11 feet to a ½-inch iron rod found common corner to Lot 11;

THENCE, along the common line with Lot 11 the following (5) calls, North 19 deg. 30 min. 44 sec. East, 104.76 feet to a 1-1/2 inch iron pipe found;

THENCE, North 06 deg. 45 min. 42 sec. East, 57.26 feet to an iron rod set;

THENCE, North 16 deg. 06 min. 36 sec. West, 31.66 feet to an iron rod set;

THENCE, North 14 deg. 38 min. 34 sec. West, 125.03 feet to a 1-inch iron pipe found;

THENCE, South 69 deg. 01 min. 02 sec. West, 277.37 feet to a 1-inch iron pipe found common corner to Lot 10;

THENCE, along the common line with Lot 10, North 27 deg. 14 min. 37 sec. West, 571.95 feet to a ½-inch iron pipe found in the common line with a 40-foot right-of-way of record in Instrument No. 8586.

THENCE, along the southerly line of the 40-foot right-of-way the following (4) calls, North 68 deg. 24 min. 42 sec. East, 405.99 feet to a Carolina Eastman monument;

THENCE, North 68 deg. 35 min. 15 sec. East, 72.55 feet to an iron rod set;

THENCE, North 68 deg. 35 min. 15 sec. East, 956.69 feet to a monument found crushed;

THENCE, North 68 deg. 25 min. 35 sec. East, 1,027.87 feet to an iron rod set at the top bank of the Congaree River;

THENCE, along the chords of the top bank of the Congaree River the following (9) calls, South 57 deg. 11 min. 52 sec. East, 39.87 feet to a point;

THENCE, South 62 deg. 07 min. 18 sec. East, 53.33 feet to a point;

THENCE, South 52 deg. 24 min. 09 sec. East, 116.35 feet to a point;

THENCE, South 75 deg. 27 min. 34 sec. East, 42.05 feet to a point;

THENCE, South 76 deg. 29 min. 09 sec. East, 56.57 feet to a point;

THENCE, South 74 deg. 35 min. 09 sec. East, 46.87 feet to a point;

THENCE, South 67 deg. 46 min. 35 sec. East, 49.31 feet to a point;

THENCE, South 76 deg. 17 min. 40 sec. East, 71.26 feet to a point;

THENCE, South 69 deg. 00 min. 52 sec. East, 154.19 feet to an iron rod set;

THENCE, South 10 deg. 49 min. 39 sec. East, 629.85 feet to a 5/8-inch iron rod found at the common corner with Wolfe Lake Subdivision as recorded in Instrument No. 2073;

THENCE, along the common line with Wolfe Lake Subdivision the following (10) calls, South 68 deg. 04 min. 33 sec. West, 586.36 feet to a 1-inch iron rod found;

THENCE, South 68 deg. 11 min. 11 sec. West, 895.51 feet to an iron rod set;

THENCE, South 67 deg. 47 min. 11 sec. West, 553.80 feet to an iron rod set;

THENCE, South 68 deg. 07 min. 25 sec. West, 416.49 feet to an iron rod set;

THENCE, South 68 deg. 06 min. 49 sec. West, 345.03 feet to an iron rod set;

THENCE, South 68 deg. 17 min. 09 sec. West, 460.15 feet to a 1-inch iron pipe found;

THENCE, South 68 deg. 12 min. 00 sec. West, 150.05 feet to a 1-inch iron pipe found;

THENCE, South 68 deg. 10 min. 29 sec. West, 150.00 feet to a 1-inch iron pipe found;

THENCE, South 68 deg. 23 min. 23 sec. West, 174.95 feet to a 1-inch iron pipe found;

THENCE, South 68 deg. 13 min. 36 sec. West, 299.86 feet to a 1-inch iron pipe found in the easterly right-of-way line of US Highway 176/21;

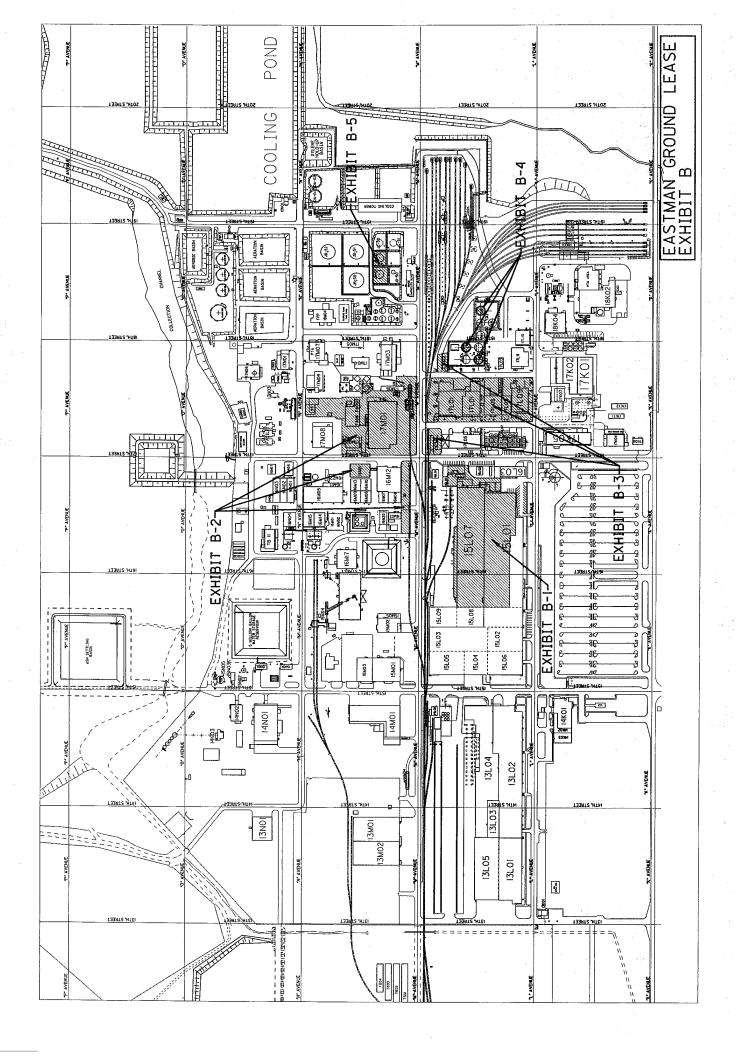
THENCE, along the easterly right-of-way line of US Highway 176/21, North 27 deg. 51 min. 10 sec. West, 237.04 to the point of Beginning.

Containing 3,100,760 square feet or 71.184 acres as shown on a survey prepared by Barge, Waggoner, Sumner and Cannon, Inc. signed by Gary C. Clark RLS No. 11615, and bearing BWSC File No. 35015-00 and dated 01-24-11.

EXHIBIT B

Site Map

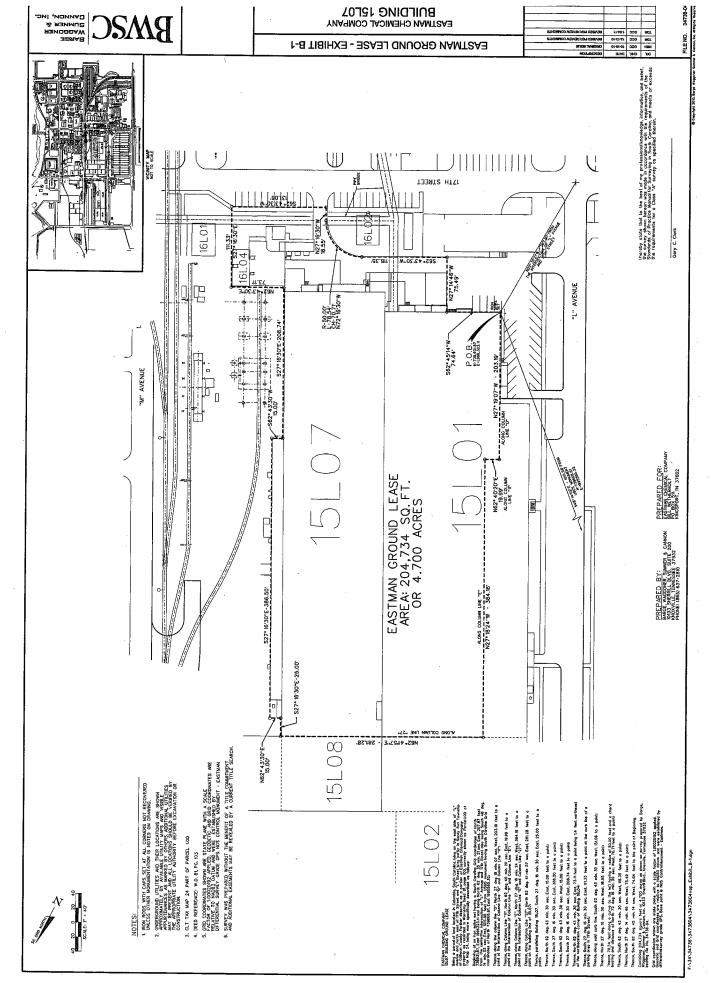
See attached

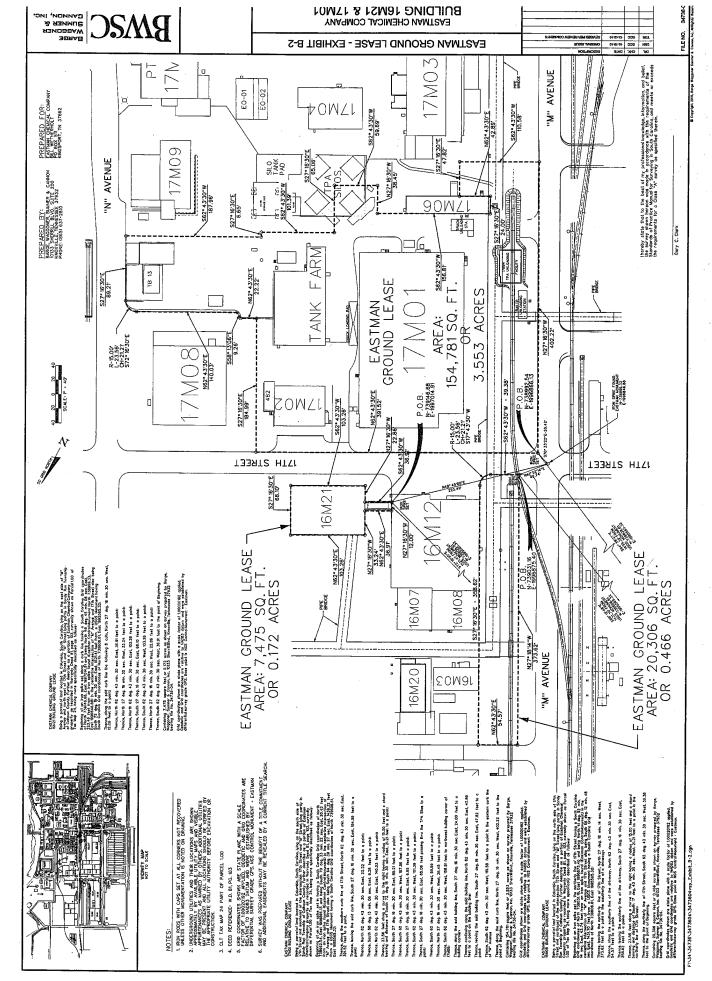


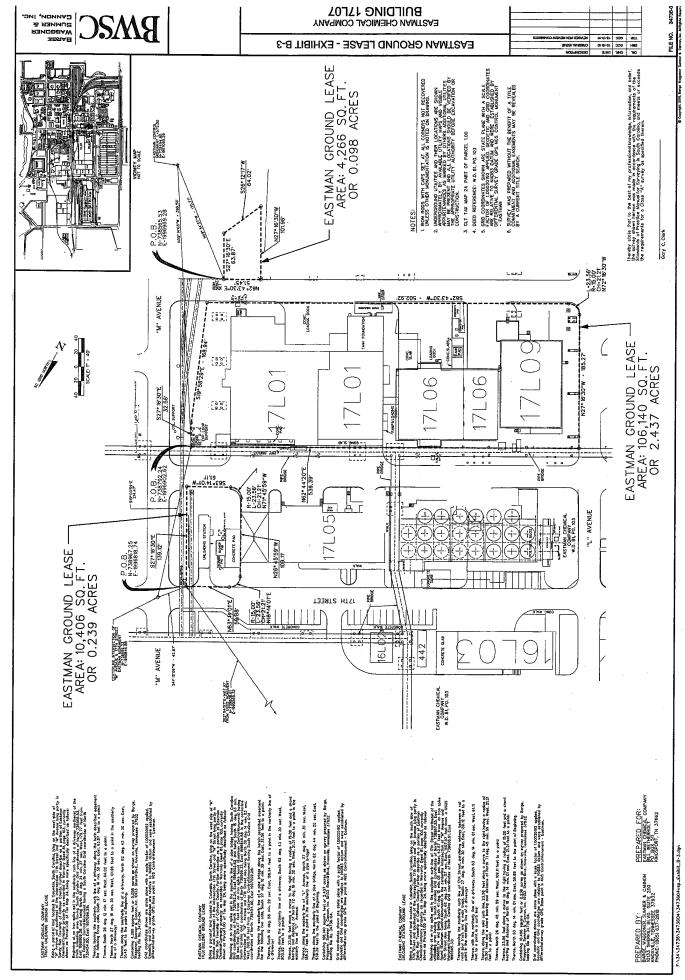
EXHIBITS B-1 through B-5

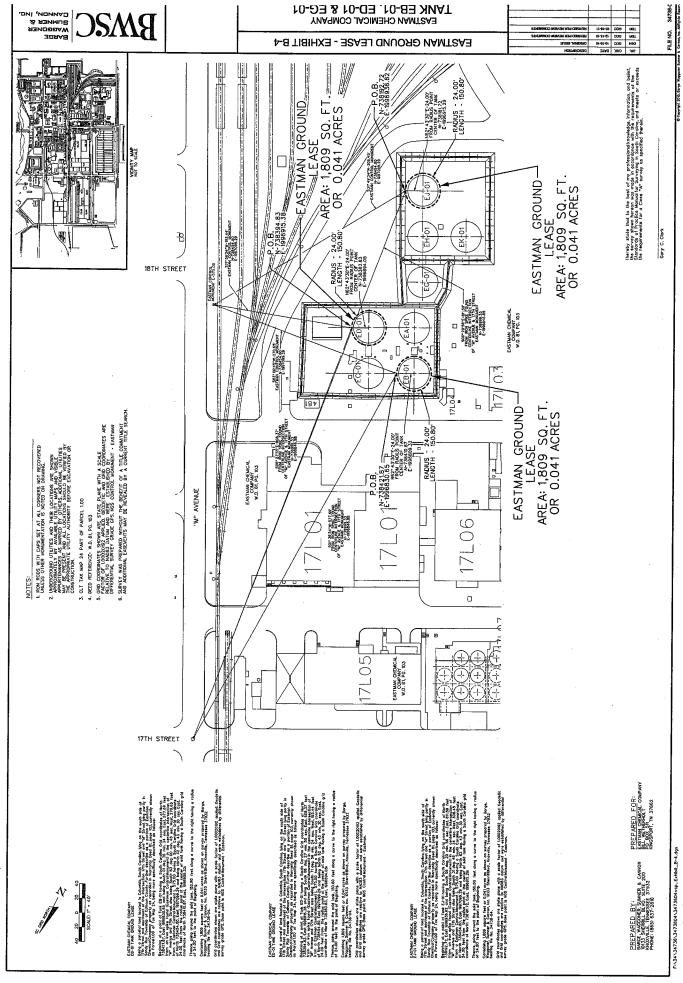
Detail of Site Map

See attached









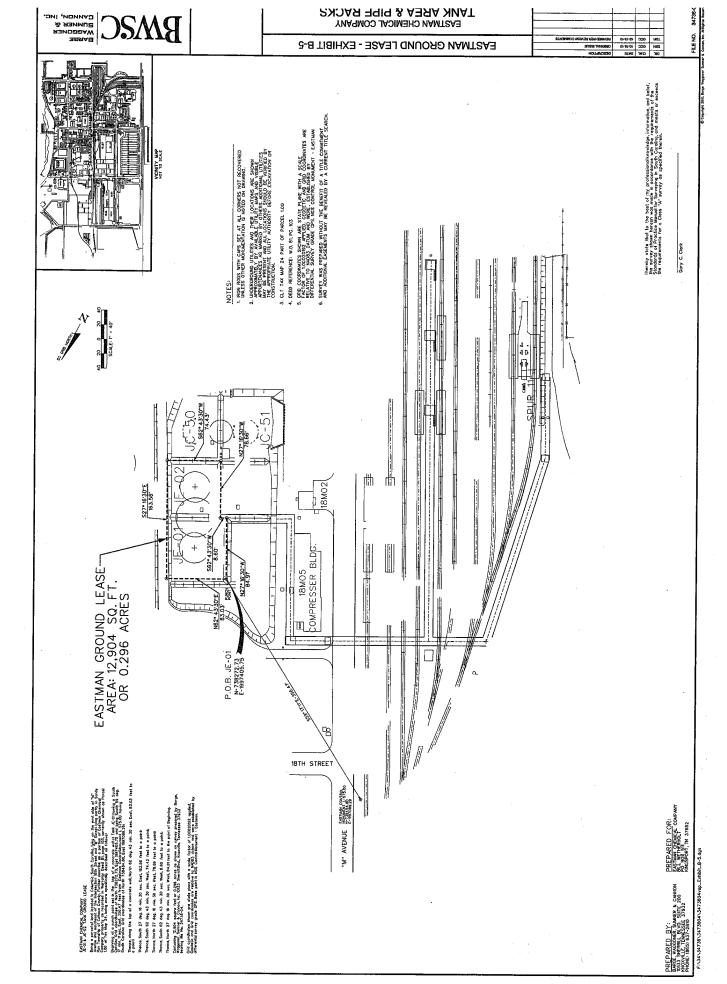


EXHIBIT C

Permitted Title Exceptions

- 1. Taxes and assessments for the year 2011 and subsequent years, not yet due and payable.
- 2. Title to that portion of the property within the bounds of any public roads or highways, and any rights of others entitled thereto.
- 3. Riparian rights of others in and to the waters of any branches, rivers, creeks, streams, lakes or other waters which join or traverse the lands.
- 4. Life Estate of Helen M. Geiger by Item V of the Last Will and Testament of Alex M. Geiger as referenced in Deed recorded in Book 82, Page 179 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 5. Notice of Prior Use by Eastman Chemical Company as recorded in Book 251, Page 1 of the Calhoun County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 6. Declaration of Restrictive Covenants by Eastman Chemical Company as recorded in Book 154, Page 305 of the Calhoun County Registry, reference being made to the records thereof for the full particulars, wetlands restoration area as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 7. Grant of Secondary Access Easement as recorded in Book 157, Page 331 in favor of Columbia Energy, LLC of the Calhoun County Registry, and recorded in Book 6739, Page 73 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 8. Grant of Access Easements in favor of Columbia Energy, LLC as recorded in Book 145, Page 13 of the Calhoun County Registry, and recorded in Book 5933, Page 53 of the Lexington County Registry; as affected by First Amendment to Grant of Access Easements recorded in Book 168, Page 226 of the Calhoun County Registry, and recorded in Book 7609, Page 96 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.

- 9. Grant of Easement for Water Intake and Waste Water Discharge in favor of Columbia Energy, LLC as recorded in Book 157, Page 337 of the Calhoun County Registry, and recorded in Book 6739, Page 79 of the Lexington County Registry, reference being made to the records thereof for the full particulars.
- 10. Easement(s) in favor of South Carolina Electric and Gas Company as recorded in Book 163, Page 111 of the Calhoun County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 11. Grant of Switchyard Easement and Agreement in favor of South Carolina Electric & Gas Company as recorded in Book 168, Page 242 of the Calhoun County Registry, and recorded in Book 7609, Page 131 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 12. Grant of Secondary Access Easement in favor of South Carolina Electric & Gas Company as recorded in Book 168, Page 266 of the Calhoun County Registry, and recorded in Book 7609, Page 155 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 13. Grant of Primary Access Easements in favor of South Carolina Electric & Gas Company as recorded in Book 168, Page 252 of the Calhoun County Registry, and recorded in Book 7609, Page 141 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 14. Meter and Regulating Easement(s) in favor of South Carolina Pipeline Corporation as recorded in Book 183, Page 179 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 15. Abandonment and Extinguishment of Rights of Way as recorded in Book 35, Page 377 of the Calhoun County Registry, and recorded in Book 13T, Page 218 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.

- 16. Easement and Right(s) of Way as shown on Deed in favor of South Bell Telephone and Telegraph Company as recorded in Book 6, Page 225 of the Calhoun County Registry, and recorded in Book 15-O, Page 520 of the Lexington County Registry; and Book 37, Page 306 of the Calhoun County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 17. Easement(s) in favor of South Carolina Electric & Gas Company as recorded in Book 6, Page 214 of the Calhoun County Registry, and recorded in Book I, Page 30 of the Lexington County Registry; Book 138, Page 88 of the Lexington County Registry; Book 59, Page 256 of the Calhoun County Registry, and Book 1861, Page 307, all as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon. of the Lexington County Registry; and Book 99, Page 99A of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 18. Right of Way and Easement Grant in favor of South Carolina Electric & Gas Company as recorded in Book 86, Page 58 of the Calhoun County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 19. Right of Way Grant in favor of South Carolina Electric & Gas Company as recorded in Book 89, Page 196 of the Calhoun County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 20. Easement(s) in favor of South Carolina Public Service Authority as recorded in Book 90, Page 324 of the Calhoun County Registry, and recorded in Book 3317, Page 67 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 21. Terms and Conditions of Short Form Ground Lease by and between Eastman Chemical Company, Lessor, and Columbia Energy LLC, Lessee, recorded in Book 145, Page 23 of the Calhoun County Registry, and recorded in Book 5933, Page 47 of the Lexington County Registry; as affected by Short Form Amended and Restated Ground Lease recorded in Book 157, Page 326 of the Calhoun County Registry, and recorded in Book 6739, Page 68 of the Lexington County Registry; as affected by First Amendment to

Amended and Restated Ground Lease and First Amendment to Short Form Amended and Restated Ground Lease recorded in Book 168, Page 232 of the Calhoun County Registry, and recorded in Book 7609, Page 102 of the Lexington County Registry; as affected by Consent and Non-Disturbance Agreement recorded in Book 168, Page 273 of the Calhoun County Registry, and recorded in Book 7609, Page 162 of the Lexington County Registry; as affected by Quitclaim Deed recorded in Book D194, Page 107 of the Calhoun County Registry; as affected by Corrective Quitclaim Deed recorded in Book D232, Page 131 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.

- 22. Terms and Conditions of Memorandum of Lease Agreement by and between Calhoun County, South Carolina, Lessor, and Columbia Energy LLC, Lessee, recorded in Book 194, Page 111 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 23. Terms and Conditions of Memorandum of Lease Agreement by and between Calhoun County, South Carolina, Lessor, and Eastman Chemical Company, Lessee, recorded in Book 194, Page 119 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 24. Grant of Secondary Access Extension and Drainage Easements in favor of Columbia Energy LLC as recorded in Book 168, Page 216 of the Calhoun County Registry, and recorded in Book 7609, Page 86 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 25. Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by Columbia Energy LLC in favor of Wilmington Trust Company as recorded in Book 265, Page 134 of the Calhoun County Registry, and recorded in Book 9129, Page 168 of the Lexington County Registry; as affected by Partial Release of Mortgage recorded in Book M282, Page 336 of the Calhoun County Registry; as affected by Partial Release of Mortgage recorded in Book M370, Page 337 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 26. Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by Columbia Energy LLC in favor of Wilmington Trust Company as recorded in Book M283, Page 1; as affected by Partial Release of Mortgage recorded in Book M370, Page 339, all of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 27. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by Columbia Energy LLC to Goldman Sachs Credit Partners LP as recorded in Book M348, Page 218 of the Calhoun County Registry, and recorded in Book 12802, Page 240 of the Lexington County Registry; as affected by Partial Release of Mortgage

recorded in Book M370, Page 341; as affected by Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded in Book M371, Page 301 of the Calhoun County Registry, and recorded in Book 13915, Page 97 of the Lexington County Registry; as affected by Second Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded in Book M379, Page 273 of the Calhoun County Registry, and recorded in Book 14261, Page 62 of the Lexington County Registry; as affected by Third Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded in Book D255, Page 123 of the Calhoun County Registry, and recorded in Book 14365, Page 195 of the Lexington County Registry; as affected by Fourth Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded in Book M384, Page 302 of the Calhoun County Registry, and recorded in Book 14532, Page 137 of the Lexington County Registry, reference being made to the records thereof for the full particulars.

- 28. 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, or which lies below the mean high water mark of rivers, creeks or ocean, or 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.
- 29. Easements, Setback Lines and any other facts shown on that Plat File #'s 4306, 4307, 4308 4309, 4233 and 4234, all of the Calhoun County Registry, and recorded in Slide 93, Page 10, Slide 638, Pages 7 and 8; Slide 688, Page 5; and Slide 822, Page 1, all of the Lexington County Registry, reference being made to the records thereof for the full particulars.
- 30. Easements, Setback Lines and any other facts shown on that Plat File 3628 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 31. Easement reserved in Deed, and rights of others thereto, as recorded in Book 9459 of the Calhoun County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 32. Easement reserved in Deed, and rights of others thereto, as recorded in Book 11785, all of the Calhoun County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.

- 33. Restrictions and Conditions as referenced in Deed as recorded in Book 7C, Page 147 of the Lexington County Registry, reference being made to the records thereof for the full particulars.
- 34. UCC Financing Statement by Columbia Energy LLC, Debtor, in favor of Wilmington Trust Company, as Collateral Agent, Secured Party, recorded in Book 9129, Page 228, all of the Lexington County Registry, reference being made to the records thereof for the full particulars.
- 35. UCC Financing Statement by Columbia Energy LLC, Debtor, in favor of Goldman Sachs Credit Partners LP, as Collateral Agent, Secured Party, recorded in Book 12802, Page 275, all of the Lexington County Registry, reference being made to the records thereof for the full particulars.
- 36. Right of Way Easement(s) in favor of the State Highway Department as recorded in Book 13T, Page 188 of the Lexington County Registry, reference being made to the records thereof for the full particulars, and as shown on survey entitled Boundary Survey, Sheets 1 6, Columbia Plant, Eastman Chemical Company, Calhoun and Lexington County, South Carolina, dated January 24, 2011 by Barge, Waggoner, Sumner & Cannon.
- 37. Easement(s) in favor of American Telephone and Telegraph Company of South Carolina as recorded in Book 4M, Pages 305, 494 and 629, all of the Lexington County Registry, reference being made to the records thereof for the full particulars.
- 38. Title to that portion of the Land lying within the railroad right of way extending up to one hundred (100') feet on each side of the tracks or two hundred (200') feet in total width, whichever is greater.
- 39. The rights of third parties to access that portion of Old Pine Plain Road across the northwest section of the subject property.
- 40. Declaration of Restrictive Covenants by Voridian, a Division of Eastman Chemical Company recorded in Book 10126, Page 165 of the Lexington County Registry, reference being made to the records thereof for the full particulars.
- 41. Terms, conditions, burdens and obligations for the maintenance of the unpaved private drive easement.
- 42. Restrictions contained in Deed recorded in Book 9999 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.
- 43. Terms and Conditions of unrecorded lease by and between Eastman Chemical Company, Lessor, and Joanne Geiger, Lessee, and Lessee's right to access the leasehold property.

44. Right of Way in favor of Tri-County Electric Cooperative, Inc. recorded in Book 6, Page 2020 of the Calhoun County Registry, reference being made to the records thereof for the full particulars.

And the following, to the extent they affect the demised premises

- 1. Life Estate of Joanne Alston Geiger, Charleston Highway, Route 2, Box 238, Gaston, SC 29053.
- 2. Easement and right-of-way to South Carolina Department of Highways by instrument dated May 30, 1989, and recorded in the office of the Clerk of Court for Calhoun County in Deed Book 41 at page 251.
- 3. Rights, if any, of the property owners abutting Wolfe Lake Pond in and to the waters of Wolfe Lake pond and in and to the bed thereof; also, boating and fishing rights of property owners abutting the Wolfe Lake pond or the stream of water leading thereto or therefrom.
- 4. Multiple Site Lease Agreement, by and between Seller and Eastman Credit Union, dated March 1, 2002.
- 5. Permit No. 64 for Transmission Gas Line Right of Way Encroachment effective December 1, 1995.
- 6. Easement and Right of Way to Donald M. Burroughs by instrument recorded in Deed Book 65, page 5.

STAT	E OF SOUTH	CAROLINA) AFFIDAVIT						
	TY OF CALH TY OF LEXIN	OUN)						
PERSO	ONALLY appe	ared before me the undersigned, who being duly sworn, deposes and says:						
1.	I have read the	ad the information on this affidavit and I understand such information.						
Lexing	Numbers: porti gton County T	being transferred is located at 500 K Avenue, bearing Calhoun County Taxons of 023-00-03-061; 024-00-00-001, 002, 003, 011, 012 and 013 and 013 Map Number: 009100-03-02, was transferred by Eastman Chemical nericas LLC on January 31, 2011.						
3.	Check one of	the following: The deed is						
	(a) <u>X</u>	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). (If exempt, skip items 4-7 and go to item 8.)						
4. Inform		the following if either item 3(a) or item 3(b) above has been checked (See						
	(a) <u>X</u>	The fee is computed on the consideration paid or to be paid in money or money's worth.						
	(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. teneme transfer	ent, or realty b	or No X to the following: A lien or encumbrance existed on the land, efore the transfer and remained on the land, tenement, or realty after the the amount of the outstanding balance of this lien or encumbrance is:						

The deed recording fee is computed as follows:

6.

(a)	Place the amount listed in item 4 above h	ere: Calhoun County: Lexington County:	\$73,491,245 \$2,089,531
(b)	Place the amount listed in item 5 above h (If no amount is listed, place zero here.)	ere:	\$0.00
(c)	Subtract Line 6(b) from Line 6(a):	Calhoun County Lexington County	\$73,491,245 \$2,089,531

- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: <u>Calhoun County</u>: \$271,918.55 and <u>Lexington County</u> \$7,733.00.
- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Vice President, Assistant General Counsel, and Assistant Secretary of Eastman Chemical Company.
- 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.

EASTMAN CHEMICAL COMPANY

Name: David Woodmansee

DINSMOR

NOTARY

Title: Vice President, Assistant General Coursel + Assistant Secretary

SWORN to before me this 3157 day of <u>Sanuary</u>, 2011.

Notary Public for Tennessee

My commission expires: 1-16-2013

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. 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;
- 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 interest 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, 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 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, 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; and,
- (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.

ATI-2457473v1

