

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

00034979 Vol: 6957 Pg: 293



53 2007 00034979

Instrument Number: 2007- 00034979

As
Deed

Recorded On: October 31, 2007

Parties: WINSTON-JEDBURG PROPERTIES LLC
To
RT JEDBURG COMMERCE PARK LLC

Billable Pages: 5

Recorded By: ROGERS TOWNSEND & THOMAS PC

Num Of Pages: 10

Comment: RT JEDBURG COMMERCE PARK

**** Examined and Charged as Follows: ****

Deed 15.00

Recording Charge: 15.00

| | Tax Amount | Consideration Amount | RS#/CS# | | |
|-------------|------------|-------------------------|---------|-----------------|-----------|
| Deed Tax | 133,211.10 | 36,002,820.00 | D 7782 | Deed County Tax | 39,603.30 |
| | | | | Deed State Tax | 93,607.80 |
| Tax Charge: | 133,211.10 | | | | |

RECEIVED

Oct 31, 2007

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 Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2007- 00034979

Receipt Number: 148668

Recorded Date/Time: October 31, 2007 02:40:27P

Book-Vol/Pg: Bk-R VI-6957 Pg-293

Cashier / Station: O Howell / Cash Station 6

Record and Return To:

ROGERS TOWNSEND & THOMAS PC

700 GERVAIS STREET STE 100

POST OFFICE BOX 100200

COLUMBIA SC 29202-3200



Cynthia B Forte - Register of Deeds

LIMITED WARRANTY DEED

THE STATE OF SOUTH
CAROLINA

COUNTY OF BERKELEY

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

Winston-Jedburg Properties, LLC, a South Carolina limited liability company ("**Grantor**"), for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto **RT Jedburg Commerce Park, LLC**, a Delaware limited liability company ("**Grantee**") the tract or parcel of land in Berkeley County, South Carolina, described in Exhibit A, together with all of Grantor's interest, if any, in and to any and all rights, titles, and interests appurtenant thereto, including, without limitation, any right, title or interest in and to any and all adjacent strips, gores, streets, alleys and rights of way (such land and interests are hereinafter collectively referred to as the "**Property**").

This Limited Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same validly exist and are applicable to the Property (collectively, the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Encumbrances.

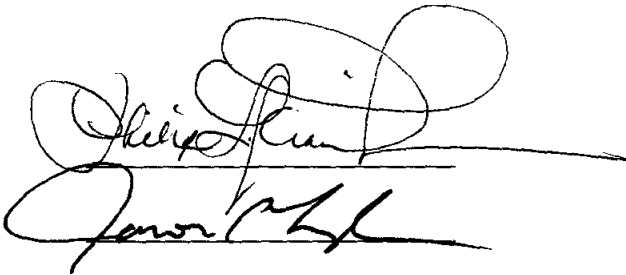
Grantee's address is: 515 South Flower Street, Suite 3100
Los Angeles, CA 90071

[Signature page follows.]

AFTER RECORDING RETURN TO:
Chris Albee, File# **1037297**
201 S. College St., Ste 1590
Charlotte, NC 28244

EXECUTED as of August 29, 2007.


WITNESSES:



SELLER:

Winston-Jedburg Properties, LLC

**By: Johnson Development Associates,
Inc., Manager**


By: 
Name: A. Foster Chapman
Title: President

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, the undersigned notary public, do hereby certify that A. Foster Chapman as the President of Johnson Development Associates, Inc., the Manager of Winston-Jedburg Properties, LLC, being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said Company.

SWORN TO this 29th day of August, 2007.

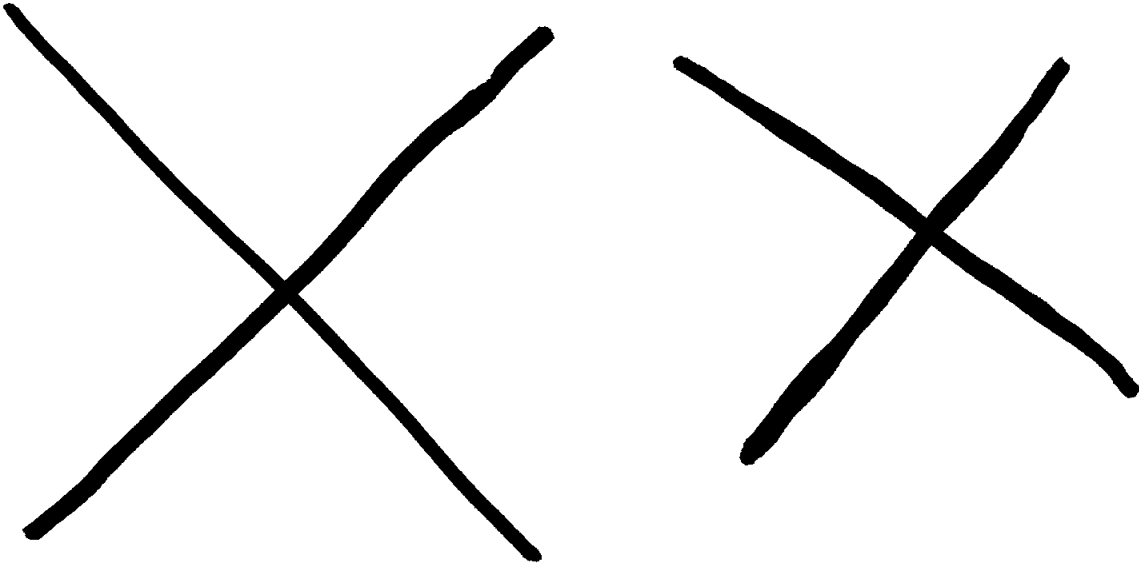
 (SEAL)

Notary Public for South Carolina

My commission Expires: 5-19-2010

EXHIBIT A

[DESCRIPTION OF THE PROPERTY]



ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SUMMERVILLE, BERKLEY COUNTY, STATE OF SOUTH CAROLINA, AND BEING KNOWN AS PARCEL A & B JEDBURG INDUSTRIAL PROPERTIES, LLC, ACCORDING TO A PLAT RECORDED IN THE BERKLEY COUNTY PUBLIC REGISTRY IN PLAT CABINET R, PAGE 263-C AND CONTAINING 47.961 WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD 5/8" REBAR IRON PIN LOCATED ON THE WESTERN RIGHT OF WAY OF NEWTON WAY AND THE JOINT CORNER OF X.O. BUNCH & WANDO PROPERTIES, LLC. NOW OR FORMERLY, SAID IRON PIN ALSO BEING LOCATED 748.9' +/- FROM THE RIGHT OF WAY OF BUSINESS PARK ROAD, THENCE RUNNING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 560.60 FEET AND A CHORD BEARING AND DISTANCE OF S 09-43-36 W 319.27 FEET TO A 5/8" REBAR IRON PIN SET, THENCE S 06-59-38 E 152.62 FEET TO A 5/8" REBAR IRON PIN SET, THENCE S 06-59-38 E 566.55 FEET TO A 5/8" REBAR IRON PIN SET LOCATED AT THE JOINT CORNER OF JEDBURG INDUSTRIAL PROPERTIES, LLC. PARCEL "C" PROPERTY NOW OR FORMERLY, THENCE LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE LINE OF PARCEL "C" S 89-59-38 W 2225.70 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED ON THE EASTERN RIGHT OF WAY OF OLD DAIRY ROAD (SC HWY S-8-46) THENCE RUNNING ALONG SAID RIGHT OF WAY N 33-42-37 W 63.22 FEET TO AN OLD AXLE LOCATED AT THE JOINT CORNER OF THE BEN ELLIS AND ETHEL ELLIS PROPERTY NOW OR FORMERLY, THENCE LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE LINE OF THE ELLIS PROPERTY N 25-40-40 E 266.11 FEET TO AN OLD AXLE LOCATED AT THE JOINT CORNER OF THE ELIZAM MACKEY PROPERTY NOW OR FORMERLY, THENCE RUNNING ALONG THE LINE OF THE MACKEY PROPERTY N 25-59-18 E 883.47 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED AT THE JOINT CORNER OF THE SOUTHEASTERN FREIGHT LINE INC. PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE SOUTHEASTERN FREIGHT LINE PROPERTY S 88-05-49 E 623.79 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED AT THE JOINT CORNER OF X.O. BUNCH AND WANDO PROPERTY NOW OR FORMERLY, THENCE RUNNING ALONG THE X.O. BUNCH AND WANDO PROPERTY S 88-03-24 E 599.94 FEET TO A 5/8" REBAR IRON PIN OLD, THENCE S 88-05-12 E 501.96 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN LAWYERS TITLE INSURANCE CORPORATION TITLE COMMITMENT NO. 11033390, BEARING AN EFFECTIVE DATE OF JUNE 27, 2007. *+ conveyed to the grantor by Jedburg Industrial Properties, LLC in deed 6686 page 270 recorded on 7/2/07.*

EXHIBIT B

[PERMITTED ENCUMBRANCES]

AS TO PARCEL "A" & PARCEL "B"

1. Taxes for the year 2007 and subsequent years, which are a lien not yet due and payable.
2. Restrictive Covenants and Easements contained therein, filed for record in the RMC Office for Berkeley County at Book 1964, Page 168, aforesaid records; and amended by First Amendment dated May 9, 2000 and recorded in the RMC Office for Berkeley County at Book 3482, Page 345; and further amended by First Supplemental dated April 30, 2001 and recorded in the RMC Office for Berkeley County at Book 2243, at Page 346. (As shown on Survey).
3. Easement granted to Berkeley County Water and Sanitation Authority as recorded at Book 3425, at Page 261.
4. Easement granted to Berkeley County Water and Sanitation Authority as recorded at Book 3425, at Page 264.
5. Permanent Non-Exclusive Transferable Drainage Easement as recorded at Book 3482, Page 327.
6. All matters shown on the survey by Thomas A Sherard, dated July 13, 2007, and last revised on July 25, 2007 Project No. 20071058 ("Survey").

AS TO PARCEL "A" ONLY:

7. All matters as shown on the survey prepared by Hussey, Gay, Bell & Deyoung, Inc. dated November 2, 2006, recorded in the RMC Office for Berkeley County on February 6, 2007 in Plat Cabinet R, Page 263-C.

AS TO PARCEL "B" ONLY

8. All matters as shown on the survey prepared by Hussey, Gay, Bell & DeYoung, Inc. dated November 2, 2005, recorded in the RMC Office for Berkeley County on February 8, 2007 in Plat Cabinet R, page 263-C.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located on Newton Way, bearing Berkeley County Tax Map Number p/o 220-00-02-062, was transferred by Winston-Jedburg Properties, LLC to RT Jedburg Commerce Park LLC on August 29, 2007.
3. Check one of the following. The deed is
 - a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c) _____ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$36,002,820.00.
 - 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 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: \$36,002,820.00
 - 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: \$36,002,820.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$133,210.43.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Winston-Jedburg Properties, LLC
By: Johnson Development Associates, Inc., Manager

By: A. Foster Chapman
A. Foster Chapman, President

SWORN to before me this 29
day of August, 2007

Chapman
Notary Public for SC

My Commission Expires 7/10/11

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 12-14-30, 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;
- (3) 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 interests 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, a 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 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 partnership" is a partnership, whose partners are all members of the same family. 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, grandchildren, and the spouses and lineal descendants of any of 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.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

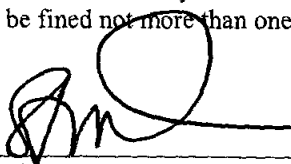
STATE OF SOUTH CAROLINA)
 COUNTY OF BERKELEY)

AFFIDAVIT

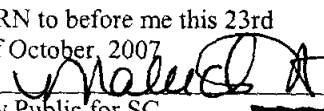
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

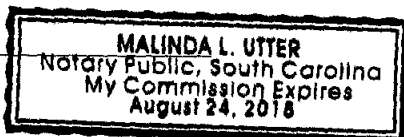
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Berkeley County, bearing Berkeley County Tax Map Number _____, was transferred by Winston-Jedburg Properties, LLC to RT Jedburg Commerce Park, LLC on August 30, 2007.
3. 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.)
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 - 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 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: | \$36,002,820.00 |
| b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.) | \$0.00 |
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7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$133,210.43.
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 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.


 Steven M. Querin

SWORN to before me this 23rd
 day of October, 2007


 Notary Public for SC
 My Commission Expires _____



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.

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- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) 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 interests 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, a 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 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 partnership" is a partnership, whose partners are all members of the same family. 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, grandchildren, and the spouses and lineal descendants of any of 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);
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- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
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- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
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