

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

00010703 Vol: 7291 Pg: 182



53 2008 00010703

Instrument Number: 2008- 00010703

Recorded On: April 16, 2008

As
Deed

Parties: NORTH POINTE PROPERTIES INC

To

NORTH POINTE PARK PARTNERS LLC

Billable Pages: 1

Recorded By: NEXSEN PRUET LLC

Num Of Pages: 6

Comment:

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

Deed 11.00

Recording Charge: 11.00

| | Tax Amount | Consideration Amount | RS#/CS# | | |
|----------|------------|-------------------------|---------|-----------------|-----------|
| Deed Tax | 20,540.55 | 5,551,250.00 | D 2294 | Deed State Tax | 14,433.90 |
| | | | | Deed County Tax | 6,106.65 |

Tax Charge: 20,540.55

RECEIVED

Apr 16, 2008

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:**Record and Return To:**

Document Number: 2008- 00010703

NEXSEN PRUET LLC

Receipt Number: 174269

PO BOX 486

Recorded Date/Time: April 16, 2008 03:57:20P

CHARLESTON SC 29402-9942

Book-Vol/Pg: Bk-R VI-7291 Pg-182

Cashier / Station: J Pearson / Cash Station 3



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

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STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 16th day of April, 2008, by
North Pointe Properties, Inc., a South Carolina limited liability company, by
J. Darryl Runna, its Exec. Vice President, and by
Leonard D. Way, its Corporate Secretary.

H. Gichelbey
Notary Public for South Carolina
My Commission Expires: 4.27.2016

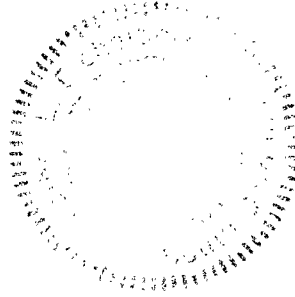


EXHIBIT A
Legal Description

All those certain pieces, parcels or tracts of land, with the improvements thereon, if any, containing approximately 20.764 acres and shown as Tract "A5-1" and containing approximately 24.769 acres and shown as Tract "A5-3" on a plat entitled "SUBDIVISION PLAT SHOWING SUBDIVISION OF TRACT "A-5", A 68.086 AC. TRACT OF LAND, INTO TRACTS "A5-1", "A5-2", "A5-3", AND "A5-4", PROPERTY OF NORTH POINTE PROPERTIES, INC., LOCATED IN THE CITY OF HANAHAN, BERKELEY COUNTY, SOUTH CAROLINA", dated March 23, 2004, prepared by Trico Engineering Consultants, Inc., and recorded April 21, 2004, in Plat Book Q, Page 204-D in the Office of the Register of Deeds for Berkeley County.

TOGETHER with a non-exclusive a non-exclusive easement for vehicular ingress and egress (including without limitation, industrial trucks and construction equipment) on, over and across those certain areas depicted as "MAGI ROAD 66' R/W", "NORTH POINTE IND. BLVD. 75' R.W", AND "PROPOSED 75' ROAD R/W" as shown on plat prepared by Trico Engineering Consultants, Inc., dated January 11, 2001, and recorded January 19, 2001, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet O, at Page 357-A, to which reference is hereby craved for a more complete description thereof.

Being a portion of the property conveyed to North Pointe Properties, Inc., f/k/a Piedmont Manor, Inc., by deed of ROC Properties, LLC, and WBG Properties, LLC, dated January 23, 2001, and recorded January 23, 2001, in Book 2133, Page 224 in the Office of the Register of Deeds for Berkeley County.

TMS # 259-00-00-133 – Tract A5-1
TMS # 259-00-00-135 – Tract A5-3

Grantee's Address:

North Pointe Park Partners, LLC
c/o Lauth Group, Inc.
401 Pennsylvania Parkway
Indianapolis, Indiana 46280

Exhibit B
Permitted Encumbrances

1. Taxes for the year 2008 and subsequent years, a lien not yet due and payable.
2. Declaration of Covenants, Restrictions, Easements and Limitations for North Pointe Industrial Park dated April 20, 2004, and recorded April 21, 2004, in Book 3950, Page 27 in the Office of the Register of Deeds for Berkeley County.
3. Declaration of Restrictive Covenants by Westvaco Corporation dated October 22, 1998, and recorded November 10, 1998, in Book 1479, Page 227 in the Office of the Register of Deeds for Berkeley County.
4. Easement from North Point Park, LLC, to South Carolina Electric & Gas Company dated August 31, 1999, and recorded September 22, 1999, in Book 1747, Page 313 in the Office of the Register of Deeds for Berkeley County.
5. Grant of Perpetual Easement from Piedmont Manor, Inc., to Berkeley County Sanitation Authority dated May 31, 2002, and recorded June 12, 2002, in Book 2774, Page 258 in the Office of the Register of Deeds for Berkeley County.
6. Reservation of easement contained in deed from HomePlace Development to HomePlace Investments, LLC, dated December 20, 1999, and recorded January 10, 2000, in Book 1827, Page 338 in the Office of the Register of Deeds for Berkeley County. (As to easement parcel only)
7. Reservation of easement contained in deed from Westvaco Corporation to HomePlace Development dated May 14, 1999, and recorded June 7, 1999, in Book 1656, Page 156 in the Office of the Register of Deeds for Berkeley County. (As to easement parcel only)
8. Notice of Non-Public Easement for the purpose of emergency vehicles to the City of Hanahan as set forth on plat by Trico Engineering Consultants, Inc., dated January 11, 2001, and recorded January 19, 2001, in Plat Cabinet O, Page 357-A in the Office of the Register of Deeds for Berkeley County.
9. Interests created by, or limitations on use imposed by the Federal Coastal Zone Management Act or other federal law or regulation, or by SC Code §48-39-10 through §48-39-360, as amended, or any regulations promulgated pursuant to said state or federal laws.
10. Easement from North Point Park, LLC, to BellSouth Telecommunications, Inc., dated March 24, 2000, and recorded March 30, 2000, in Book 1887, Page 297 in the Office of the Register of Deeds for Berkeley County.

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

AFFIDAVIT Date of Transfer of Title
(Closing Date) April 16, 2008

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 North Pointe Properties, Inc., to North Pointe Park Partners, LLC, on April 16, 2008.
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 (exemption # _____)
Explanation if required _____

(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
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 in the amount of \$5,551,250.00.
 - (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) \$5,551,250.00 the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) \$5,551,250.00 subtract line 6(b) from Line 6(a) and place the result.
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.
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 16th
day of April, 2008.

Dana C. Jumper
Notary Public for South Carolina

My Commission Expires: 9-12-11

M. J. Jumper
Grantor, Grantee or Legal Representative