

CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

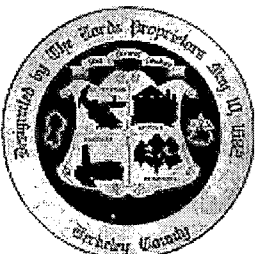
\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*



Instrument #:	2016012265		
Receipt Number:	19400	Return To:	CHICAGO TITLE INSURANCE COMPANY
Recorded As:	DEED		10 S LASALLE STREET SUITE 3100
Recorded On:	April 22, 2016		CHICAGO, IL, 60603
Recorded At:	12:46:23 PM	Received From:	CHICAGO TITLE INSURANCE COMPANY
Recorded By:	JENN LARA	Parties:	
Book/Page:	RB 2160: 48 - 55		Direct- JEDBURG INDUSTRIAL PROPERTIES LLC
Total Pages:	8		Indirect- CENTERPOINT PROPERTIES TRUST

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee:	\$13.00
Consideration:	\$20,900,000.00
County Tax:	\$22,990.00
State Tax:	\$54,340.00
Tax Charge:	\$77,330.00



RECEIVED

APR 22, 2016

ASSESSOR

BERKELEY COUNTY SC

JANET B. JUROSKO

AUDITOR BERKELEY COUNTY SC

*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

TMS Number: 220-00-02-120  
Grantee's Address: 1808 Swift Dr., Oak Brook, IL 60523

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY ) **LIMITED WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that, **Jedburg Industrial Properties, LLC ("Grantor")** for and in consideration of Twenty Million Nine Hundred Thousand and 00/100 (\$20,900,000.00) Dollars, the receipt of which is hereby acknowledged, and subject to the limiting language contained herein, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **CenterPoint Properties Trust**, a Maryland real estate investment trust ("**Grantee**"):

All that certain piece, parcel or tract of land, with all improvements thereon, lying, situate and being in the State of South Carolina, County of Berkeley, being shown and designated as Tract C containing 51.52 acres, more or less, on a survey entitled "PLAT SHOWING THE SUBDIVISION OF AN APPROXIMATE 133.34 ACRE TRACT (TMS 220-00-02-062) INTO A 5.00 ACRE TRACT (TRACT "A"), A 42.96 ACRE (TRACT "B") & A 51.52 ACRE TRACT (TRACT "C") LEAVING A RESIDUAL OF APPROXIMATELY 33.86 ACRES PREPARED FOR JEDBURG INDUSTRIAL PROPERTIES, LLC, WACHOVIA BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS & CHICAGO TITLE INSURANCE COMPANY", prepared by Hussey, Gay, Bell & Deyoung, Inc., dated November 2, 2006 and recorded in Plat Cabinet R at Page 263-C in the Office of the Register of Deeds for Berkeley County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to Jedburg Industrial Properties, LLC by deed of Jedburg Commerce Park LLC dated February 6, 2006 and recorded February 7, 2006 in Book 5347 at Page 240 in the Office of the Register of Deeds for Berkeley County.

This Limited Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations, covenants and other encumbrances now of record, all matters that a current, accurate survey of the Property would show, and further subject to the matters described in Exhibit A attached hereto and incorporated herein by this reference, to the extent the same validly exist and are applicable to the above described property (collectively, the "Permitted Encumbrances").

**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** the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, unto Grantee and Grantee's heirs, successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's heirs, 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.

WITNESS the Grantor's(s') hand(s) and seal(s) this 20<sup>th</sup> day of April, 2016.

SIGNED, sealed and delivered  
in the presence of:

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

*Ari N Comer*  
signature of witness #1

By: *D C Breedon* (SEAL)  
Dan C. Breeden, Jr., Secretary & Treasurer

*Dawn Turner Kunak*  
signature of witness #2

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG )

I, *Dawn T. Kunak*, the undersigned Notary Public, do hereby certify that Dan C. Breeden, Jr., as Secretary and Treasurer of Johnson Development Associates, Inc., the Manager of Jedburg Industrial Properties, LLC, being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 18 day of April, 2016.



*Dawn Turner Kunak* (SEAL)  
Notary Public for South Carolina  
Print Name of Notary Public *Dawn Turner Kunak*  
My commission expires: *4-5-2022*

Exhibit A

[Permitted Encumbrances]

PERMITTED EXCEPTIONS  
1124 Newton Way, Summerville, SC

1. Real estate taxes not yet due and payable.
2. Intentionally Deleted.
3. Declaration of Restrictive Covenants for Jedburg Commerce Park recorded in Book 1964 at Page 168 in the Office of the Register of Deeds for Berkeley County, First Supplemental Declaration to Declaration of Restrictive Covenants for Jedburg Commerce Park recorded in Book 2243 at Page 346 in the Office of the Register of Deeds for Berkeley County, and First Amendment to Declaration of Restrictive Covenants for Jedburg Commerce Park recorded in Book 3482 at Page 335 in the Office of the Register of Deeds for Berkeley County.
4. Sewer System Easement given to Berkeley County Water and Sanitation Authority recorded in Book 3425 at Page 261 in the Office of the Register of Deeds for Berkeley County.
5. Water System Easement given to Berkeley County Water and Sanitation Authority recorded in Book 3425 at Page 264 in the Office of the Register of Deeds for Berkeley County.
6. Permanent Non-Exclusive Transferable Drainage Easement recorded in Book 3482 at Page 327 in the Office of the Register of Deeds for Berkeley County.
7. Right of Way Easement given to Berkeley Electric Cooperative, Inc. recorded in Book 7071 at Page 256 in the Office of the Register of Deeds for Berkeley County.
8. Easement given to BellSouth Telecommunications, Inc. d/b/a/ AT&T South Carolina recorded in Book 7329 at Page 61 in the Office of the Register of Deeds for Berkeley County.
9. 160' private drainage easement, 140' private drainage easement and 60' private drainage easement shown on plats recorded in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q at Page 73-C and in Plat Cabinet R at Page 263-C.
10. Right of Way Easement given to Berkeley Electric Cooperative, Inc. recorded in Book 7687 at Page 141 in the Office of the Register of Deeds for Berkeley County.
11. Right of Way Easement given to Berkeley Electric Cooperative, Inc. recorded in Book 2037 at Page 536 in the Office of the Register of Deeds for Berkeley County.
12. Easements for access and utilities described in Declaration and Grant of Easement dated April 20, 2016 by and among CenterPoint Properties Trust, Jedburg Industrial Properties, LLC and Jedburg Industrial Properties II, LLC recorded in the Office of the Register of Deeds for Berkeley County.

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

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 is known as 51.52 acres and bears Berkeley County TMS Number 220-00-02-120 and was transferred from Jedburg Industrial Properties, LLC to CenterPoint Properties Trust on April 20, 2016.
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 \$20,900,000.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the property 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 recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$20,900,000.00
  - (b) Place the amount listed in item 5 above here: \$0  
(If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a)  
and place result here: \$20,900,000.00
7. The recording fee due is based on the amount listed on Line 6(c) above and the recording fee due is:  
\$77,330.00
8. As required by Code Section 12-24-70, I state that I am the responsible person who was connection 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.

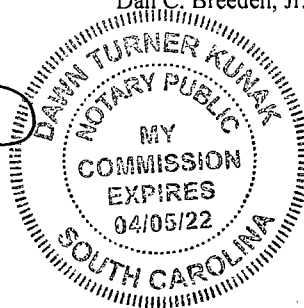
Jedburg Industrial Properties, LLC  
By: Johnson Development Associates, Inc., Manager

By: Dan C. Breedon, Jr.  
Dan C. Breedon, Jr., Secretary & Treasurer

SWORN to before me this 18  
day of April, 2016.

Notary Public for SC

My Commission Expires: 4-5-2022



**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;
- (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 constitutes 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 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 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 constitutes 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.